



October 2023

Dear Parents

Headteacher - Patrick Earnshaw  
Deputy Headteacher - Mathew Downs  
Assistant Headteacher (Head of Sixth Form) - Lisa Swan

### A Level Film Studies Trip

We are delighted to offer your child a very exciting opportunity to go behind the scenes at Treehouse Digital and Arts University Bournemouth on **Tuesday 31<sup>st</sup> October 2023**. This will support their Film Studies A level, particularly the coursework element so we highly recommend your child's participation in the trip at no cost to you.

**Treehouse Digital** are a production company based in Poole, who use new and developing technology to take high-concept genre stories from script to screen. Find out more about their work here: [Treehouse Digital -Realtime Filmmakers](#) They have agreed to give our students a tour of their facilities and to give them some tips on creating their own short film coursework. We will be visiting their studios from **9.30am - 10.30am**.

We will then take the students to **Arts University Bournemouth** where we will be given a campus tour and will spend time with Film Production lecturers and students. We will be at AUB from **11.00am - 1.45pm**. Students will need to bring a packed lunch with them please.

We hope that you are happy for your child to take part in the trip and would ask that the attached **medical consent form** is completed and returned to either Mrs Illgner or Mrs Shephard by **Friday 20<sup>th</sup> October 2023**. In addition, Treehouse Digital have asked that we forward you the attached **Non-Disclosure Agreement** as the project they are currently working on is protected by an NDA. Students over the age of 18 can sign themselves but those under 18 should have the agreement signed by a parent or guardian. Please read the agreement carefully and consider whether or not you want to sign it and the implications of doing so. You will enter into this agreement of your own free will and Highcliffe School cannot offer any advice on this matter. Please return your signed NDA with your medical consent form.

We will be travelling to the two locations by minibus so ask that students meet us at **Reception at 8.35am**. We will be back at Highcliffe by the end of the school day.

If you have any questions regarding this trip, please contact Mrs Illgner or Mrs Shephard via [office@highcliffeschool.com](mailto:office@highcliffeschool.com)

Yours faithfully



Mrs Alison Illgner  
Film Studies Teachers



Mrs Clare Shephard



STUDENT NAME ..... TUTOR .....

TO BE RETURNED TO MRS ILLGNER OR MRS SHEPARD BY FRIDAY 20<sup>TH</sup> OCTOBER 2023

PARENTAL CONSENT FORM (for children and young people under the age of 18)	
The purpose of this form is to obtain your consent for your child to take part in the proposed event.	
DATA PROTECTION	
Highcliffe School is a Data Controller for the purposes of the General Data Protection Regulation (2018). This Act regulates how we obtain, use and retain information about individuals. The information you supply is being collected for the purpose of gaining your consent. When you sign <u>or</u> complete this form, you are providing your consent to Highcliffe School holding your personal information for this purpose. This information is used only for the purposes for which it is given and is not passed on to a third party.	
DETAILS OF PROPOSED EVENT	
<b>Event: A LEVEL FILM STUDIES TRIP</b>	
<b>Additional information: TUESDAY 31<sup>ST</sup> OCTOBER 2023</b>	
ACKNOWLEDGEMENT OF RISK	
This event poses additional risks to those encountered during a normal day. We have assessed those risks and believe that the planning undertaken, and systems agreed to control and manage the risks have reduced the chance of harm to an acceptable level. To help with safety all participants are expected to behave in a responsible manner at all times during the event. They must take direction from any leader and follow all instructions or guidance given. Details of planning and risk assessment are available on request.	
STUDENT'S DETAILS	
<b>Full name:</b>	
<b>Home address:</b>	
MEDICAL / EMERGENCY CONTACT INFORMATION	
PRIMARY EMERGENCY CONTACT DETAILS	ALTERNATIVE EMERGENCY CONTACT DETAILS
<b>Surname:</b>	<b>Surname:</b>
<b>Forename:</b>	<b>Forename:</b>
<b>Home address (inc postcode):</b>	<b>Home address (inc postcode):</b>
<b>Home telephone number:</b>	<b>Home telephone number:</b>
<b>Mobile telephone number:</b>	<b>Mobile telephone number:</b>
<b>Relationship to student:</b>	<b>Relationship to student:</b>
<b>GP name:</b>	<b>GP surgery address (inc postcode):</b>
<b>Surgery telephone number:</b>	



STUDENT NAME ..... TUTOR .....

TO BE RETURNED TO MRS ILLGNER OR MRS SHEPARD BY FRIDAY 20<sup>TH</sup> OCTOBER 2023

**STUDENT'S MEDICAL INFORMATION**

Please provide detail of all medical conditions and illnesses and any treatments required to maintain health.  
This information helps us to keep your child safe

Asthma or bronchitis	YES / NO	Allergies to any known medication	YES / NO
Heart condition	YES / NO	Any other allergies, e.g. material, food, plasters	YES / NO
Fits, fainting or blackouts	YES / NO	Other illness or disability	YES / NO
Severe headaches	YES / NO	Travel sickness	YES / NO
Diabetes	YES / NO	Regular medication	YES / NO

If the answer to any of these questions is YES, please give details:

**TRIP PAYMENT**

All trip payments are to be made using the school's online Wisepay facility

I have paid using Wisepay and my reference number is .....	YES / NO
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**CONSENT DECLARATION**

I have received full details of the event, am satisfied with the arrangements and give consent for my child to take part in the proposed event.	YES / NO
I give consent for him/her to receive emergency medical treatment, including anaesthetic, as considered necessary by any medical doctor present, should the need arise. I have provided detail of all medical conditions and illnesses and any treatments required to maintain health. I give consent for the members of staff to act 'en loco parentis' for the duration of the trip.	YES / NO
I give consent for my child to be photographed during the event and for these photographs to be used in school media.	YES / NO
Any other information that may affect the safety of my child or any other persons and/or the organisation of the event has been provided to the organiser.	YES / NO

**COVID-19 GUIDANCE**

In the event that your child begins to show symptoms of Covid-19 or tests positive for Covid-19 prior to the trip date or on the morning of the trip you must inform the school in line with our school policy and accept your child may not be able to attend the trip and may still be charged.  
Please note that the venue you are travelling to may have their own policy regarding Covid-19 safety measures which your child will need to adhere to whilst on the school trip. The teacher will ensure that all students are aware of what these measures are before entering any venues.

**TRAVEL INSURANCE**

If you have any medical concerns that may impact on your child's ability to travel, please refer to our medical/travel insurance guidelines on the following link <https://highcliffe.school/l/TravelInsurance>

Signature:

Print name:

Date:

## NON-DISCLOSURE AGREEMENT (INDIVIDUAL)

"LIBERTY FILMS ENTERTAINMENT"

DATE: \_\_\_\_\_

### PARTIES:

1. **LIBERTY FILMS ENTERTAINMENT** (company number 06663942) of 24 Tylers Road, Hazlemere, High Wycombe, England, HP15 7NS ("**Disclosing Party**"); and
2. \_\_\_\_\_ of \_\_\_\_\_ ("**Recipient**").

### BACKGROUND:

The Disclosing Party has agreed to disclose certain Confidential Information to the Recipient and in consideration thereof the Recipient has agreed to treat the same and all other Confidential Information relating to the Projects as confidential on the terms and conditions set out in this Agreement.

### AGREEMENT:

#### 1. Definitions and Interpretation

- 1.1 In this Agreement the following words and expressions shall have the following meanings:

"**Confidential Information**" means (i) all and any information and material (including any copies or other material or information incorporating all or part any such information or material or referring to the same) disclosed directly or indirectly by the Disclosing Party or on its behalf to the Recipient (whether before or after the date of this Agreement) by any and all means, methods and formats (whether written, electronic or oral), including any information or material relating to the Disclosing Party's systems, operations, opportunities, business plans, intentions, market opportunities, know-how, trade secrets, Intellectual Property Rights, personnel, research, costs, prices, finances and business affairs, and including all scripts, footage, finances, plans, fees and budgets and creative and business matters relating to the production and development of audiovisual works and other programming matters and including the fact that the parties are working together in relation to the Purpose and (ii) without prejudice to the generality of the foregoing, all information relating to the Project (including, but not limited to, plots, stories, characters, dialogue, show budgets, salaries, development plans, marketing plans and surveys, costs and other financial information), howsoever that information is obtained by the Recipient;

"**Intellectual Property Rights**" means any and all intellectual property rights of any nature whatsoever throughout the world and for the full duration of any and all intellectual property protection afforded to the same including, without limitation, all patents, registered trade marks and service marks, registered designs and any and all applications for registration of any of the same wheresoever made and unregistered trade marks and service marks, unregistered designs, design right and copyright;

"**Permitted Recipients**" shall be as defined in Clause 3.1;

"**Projects**" means all audiovisual works developed and produced by the Disclosing Party; and

"**Purpose**" means the development and production by the Disclosing Party of the Projects.

- 1.2 Any reference to a "person" herein includes a reference to a body corporate, association or partnership and a reference to that person's successors, licensees and permitted assignees.
- 1.3 Any reference to the singular shall be deemed where necessary to include the plural and visa versa.

1.4 In the interpretation of this Agreement the phrases "other", "including" and "in particular" shall not limit the generality of any following words or be construed as being limited to the same class as the following words where a wider construction is possible.

2. **Obligations**

2.1 In consideration of the disclosure of the Disclosing Party's Confidential Information to the Recipient the Recipient agrees:

2.1.1 to use the Confidential Information only in relation to the Purpose;

2.1.2 to keep the Confidential Information at all times confidential and not to use in any manner that is detrimental to Disclosing Party's interests or disclose the Confidential Information to any person other than a Permitted Recipient in accordance with Clause 3 below and to use all reasonable endeavours in accordance with Clause 2.1.3 below to prevent its unauthorised disclosure;

2.1.3 to take appropriate measures to safeguard the Confidential Information, including but not limited to password protecting computers and mobile devices which carry the Confidential Information and (without prejudice to Recipient's obligations hereunder) to exercise in relation to the Confidential Information no lesser security measures and degree of care than the Recipient applies to Recipient's own confidential information which the Recipient warrants will be adequate to prevent any unauthorised disclosure; and

2.1.4 to make only such copies or reproductions of the Confidential Information as is strictly necessary to fulfil the Purpose and to keep all Confidential Information (including any and all copies, reproductions, images, documents, computer files or other materials incorporating or referring to any of the Confidential Information) separate from all other documents and materials and in a secure place.

2.1.5 to notify the Disclosing Party immediately upon the Recipient's discovery or suspicion of any unauthorised disclosure of Confidential Information, in any form, including that which may result in the Confidential Information being released or otherwise duplicated or transferred outside the control of the Recipient (including without limitation, through an electronic hack). Upon the Recipient's discovery of any such unauthorised disclosure of Confidential Information, the Recipient agrees to cooperate with the Disclosing Party to regain possession of the Confidential Information and prevent its further unauthorised use and/or dissemination.

2.2 Nothing in this Agreement will be construed as a representation or agreement that the Recipient shall be entitled to develop or discuss with third parties any products, concepts, business plans, systems, techniques, Intellectual Property Rights, scripts, footage, finances, plans, fees and budgets and creative and business matters relating to the production and development of audiovisual works and other programming matters or other aspects of the Confidential Information that are similar to, or compete with, the Confidential Information or are otherwise adapted from or around the products, concepts, business plans, systems, techniques, Intellectual Property Rights, scripts, footage, finances, plans, fees and budgets and creative and business matters relating to the production and development of audiovisual works and other programming matters or other aspects of the Confidential Information.

3. **Disclosure of Confidential Information**

3.1 The Recipient may only disclose the Confidential Information to (i) a third party with the prior written consent of the Disclosing Party (who shall have absolute discretion to withhold such consent); and (ii) Recipient's professional advisers where it is strictly necessary to achieve the Purpose (who, together with any permitted third party in subparagraph 3.1(i) hereof, being "**Permitted Recipients**") provided always that the Recipient informs Permitted Recipients of the confidential nature of the Confidential Information prior to making any disclosure.

3.2 The Recipient hereby represents, undertakes and warrants that Recipient shall procure that Permitted Recipients shall comply at all times with the terms herein (or materially similar terms) as if they were

the Recipient under this Agreement, including without limitation, procuring that, prior to the disclosure of the Confidential Information to the Permitted Recipients, they acknowledge, understand and agree to the remedy provisions in Clause 7.6 of this Agreement as if they were the Recipient under this Agreement.

4. **Excluded Information**

The obligations set out in Clause 2 above shall not apply to any Confidential Information that the Recipient can demonstrate:

- 4.1 at the time of this Agreement being entered into was in, or has subsequently come into, the public domain other than as a result of a breach of confidentiality or a breach of this Agreement; and/or
- 4.2 has been lawfully received by the Recipient from a third party (not being a Permitted Recipient) without restriction on its use or disclosure; and/or
- 4.3 was lawfully and independently developed by the Recipient other than as a result of a breach of confidentiality; and/or
- 4.4 was mandatorily required to be disclosed by any law or by any court or regulatory agency or authority.

5. **Return of Confidential Information**

The Recipient shall promptly (and in any event within five (5) days of receipt of a written request from the Disclosing Party) return to the Disclosing Party the Confidential Information (including for the avoidance of doubt all documents, copies or other materials that incorporate or refer to the Confidential Information), or if specifically requested by the Disclosing Party, destroy the same and certify to the Disclosing Party in writing that this has been done.

6. **Duration**

The obligations undertaken by the Recipient under this Agreement will be continuing and, in particular, will survive the termination or completion of the Purpose and/or the Projects. To the extent the Recipient is legally compelled to disclose such Confidential Information by the valid order of a court of competent jurisdiction, the Recipient shall so notify the Disclosing Party as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of such information, it being understood that the Recipient will cooperate in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.

7. **General**

- 7.1 The Recipient warrants and represents to the Disclosing Party that Recipient is entitled to enter this Agreement and to perform Recipient's obligations herein. The Disclosing Party makes no warranty, undertaking or representation about the validity, completeness or accuracy of the Confidential Information.
- 7.2 No right or licence is granted by the Disclosing Party to the Recipient in relation to the Confidential Information except as is strictly required for the fulfilment by the Recipient of the Recipient's services in connection with the Purpose and the Recipient acknowledges and agrees that Recipient does not have nor shall have any right, title or interest in, over or to any of the Confidential Information. All rights, title and interest of whatever nature (including all Intellectual Property Rights) in and to the Confidential Information shall at all times as between the parties hereto remain solely and exclusively vested in the Disclosing Party.
- 7.3 This Agreement does not commit either party to enter any proposed venture arising out of the Purpose (or otherwise).
- 7.4 If any provision of this Agreement is held by any competent court or regulatory authority to be void or unenforceable in whole or in part and such provision is not fundamental to the commercial purpose of

this Agreement, this Agreement shall continue in force in relation to the unaffected provisions and the remainder of the provision in question and the parties shall negotiate in good faith (a) replacement term(s) for the affected provision in order to achieve as closely as possible the original intentions of the parties.

- 7.5 No failure or delay on the part of either party to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any proceeding or succeeding breach by the other party of this Agreement.
- 7.6 Both parties acknowledge, understand and agree that damages would not be a reasonable or an adequate remedy for any breach by the Recipient of this Agreement and that any breach by the Recipient thereof shall cause the Disclosing Party irreparable injury and damage, and the Recipient understands, acknowledges and agrees that the Disclosing Party shall be entitled to seek the remedy of injunction, specific performance and/or other equitable relief for a threatened or actual breach of this Agreement by injunction or otherwise for a threatened or actual breach of this Agreement by the Recipient. The Recipient recognises and confirms that in the event of a breach of this Agreement by the Disclosing Party, the damages, if any, caused to the Recipient are not irreparable or sufficient to entitle the Recipient to injunctive or equitable relief. Consequently, the Recipient's rights and remedies hereunder shall be limited to the right, if any, to recover money damages in an action at law and in no event shall the Recipient have any right in such event to enjoin or restrain the production, distribution, exploitation, advertising, promotion or publicity of the Purpose or the Projects or any element thereof.
- 7.7 The Recipient hereby indemnifies and holds harmless Disclosing Party, its parents, subsidiaries and affiliates, its employees, agents, successors, and assigns from and against any and all claims, actions, damages and losses (including external legal fees) arising out of or caused by any breach or alleged breach of any provision of this Agreement.
- 7.8 This Agreement may be executed in counterparts each of which when executed and delivered is an original, but the counterparts together shall constitute the same document.
- 7.9 This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Agreement and may not be varied except by written agreement signed by the parties.
- 7.10 The Recipient agrees that this Agreement may be freely assigned and licensed by the Disclosing Party in whole or in part to any third party. The Recipient is not entitled (without the prior written consent of the Disclosing Party) to assign, transfer, sub-contract, sub-licence or otherwise dispose of the benefit or the burden of this Agreement.
- 7.11 This Agreement is governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

**IN WITNESS** of which the parties hereto have signed this Agreement on the date appearing at the head of this Agreement.

SIGNED by \_\_\_\_\_

SIGNED for and on behalf of  
LIBERTY FILMS ENTERTAINMENT LTD.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(please print Recipient name)

\_\_\_\_\_  
(please print Disclosing Party signatory's name)