

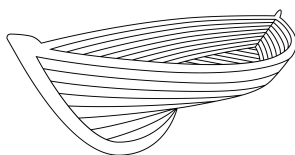
**Shetland Arts Development Agency
Board of Trustees Meeting
Saturday 19th April 2012 at 6pm
Venue: Toll Clock Centre, Lerwick**

Shetland arts

Item	Description	Report	Item taken by	ACTION
1	Welcome, apologies and declaration of interest	Verbal	Chair	Note
2	Minutes of last meeting			
2a	Approval of Board Minute for accuracy – meeting of the 10/03/12	To be circulated prior to the meeting	Chair	Approval
2b	Matters arising that don't appear within the agenda	Verbal	Chair	Discussion
3	Finance and Management			
3a	Management Accounts	To be circulated prior to the meeting	Director	Note/ Decision
3b	Directors travel update	Attached	Director	Note/ discussion
3c	Business Plan 2012-2015	Attached	Director	Approval
3d	AV Equipment Loan Bank	Attached	Chair	Approval
	Large Scale Project Updates			
4	Mareel Project			
4a	Construction update	Verbal update following meeting of the 24 March Site Progress Meeting	Director	Note
4b	Operational update	Verbal update	Director	Note
5	Any Other Business as agreed by the Chair at the start of the meeting		Chair	
6	Dates of future meetings			
6a	SADA Board Meeting: Proposed Mareel update meeting with site visit Saturday 19 May 2012 Next Board Meeting Tuesday 29 May	Forward Board Plan Attached	Chair	Confirm dates and venues for future meetings

CLOSED ITEMS

A	Mareel cost report update	Document to be tabled	Head of Finance and Administration	Note
B	SADA Draft Training Plan	Attached	Director	Note
C	Mareel proposed opening schedule	To be tabled	Head of Operations	For discussion



Shetland *arts*

To: Board of Trustees – Shetland Arts

19 April 2012

From: Director, Shetland Arts

1. Trips undertaken off island by the Director since last Board Meeting (10 March 2012)

When	Where	Why
None		

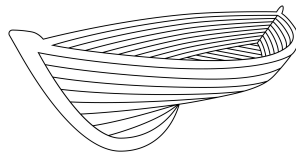
2. Director planned off island trips

When	Where	Why
26/04/2012 – 27/04/2012	Edinburgh	Mareel related meetings with professional advisors
28/07/2012 – 31/07/12	Cornwall and Bristol	Hansel of Film screenings

Please note that the previously reported planned trip to Lord Howe Island by the Director has been cancelled due to a clash with the final stage of Mareel construction following confirmation of a revised completion date.

3. Recommendations

1. The Board are asked to note the above report



Shetland *arts*

To: Board of Trustees – Shetland Arts

19 April 2012

From: Head of Operations, Richard Wemyss

AV Equipment borrowing and hire scheme and Video Suite

Overview

The equipment listed in appendix A and the Video suite was originally purchased in 2007 for the purpose of groups and individuals to develop their film making skills and experience through the availability of professional standard equipment that was not accessible to them in other ways in Shetland.

In the initial stages of the project as part of the film development strategy Shetland Arts also brought in trainers to enhance users experience and quality of use technically and artistically. The focus was firmly and clearly on community and amateur users. Shetland Arts facilitated the establishment of a young film makers group (which has now developed into Maddrim Media) and a group of adults who had a like minded interest in film making (this group met several times but did not find a common bond to establish itself permanently and subsequently folded)

The only use professional or commercial film makers were expected to have of this equipment was to give an opportunity to experience certain pieces of kit to aid in decision making for investment or for developmental purposes. In special circumstances, should a commercial operator find that part of their own equipment bank breaks down or is damaged and the remoteness of Shetland means that a commercial alternative cannot be sourced in time to complete the project and the equipment were available it could then be used by that company.

In August 2011 Gwilym Gibbons requested that a piece of research was completed with existing users, I have looked at this and have considered where there may be confusion or grey areas. Sections of this paper:

1. Proposed Definition of Hirers
2. Proposed Definition of developmental for a commercial user
3. Proposed Additional rules to standard clauses
4. Proposed fees
5. Proposed Deposits, Damage and Loss
6. Proposed Standard Hire Conditions

7. Proposed Hire booking Form Alterations
8. Existing Hire Scenarios
9. Risks
10. Recommendations
11. Timescales

1. Definition of Hirers

Community

- established/ constituted groups where **no** member of the group is benefitting financially from the use of the equipment.
- Registered Charities.
- Individuals submitting to a recognised non commercial creative project – *examples are Hansel of Film, Screenplay film festival submissions*
- Individuals working on Co promotions with Shetland Arts

Commercial

- Anyone who does not qualify for the community rate

Community groups, charities and public organisations may contract individuals or independent production companies to operate the equipment

Commercial users can access the equipment at the **Community Rate** providing they can fulfil the definition of developmental as identified in section 2 below.

2. Definition of developmental for a commercial user:

- an experience that would enhance technical or artistic skills
- training for camera operators and other technical support for film makers
- training for directors and other members of the artistic team
- part of a significant long term training project with stated and evaluated targets and outcomes.
- No fee should be obtained through services that are provided using Shetland Arts equipment
- No finished product /content (movie, or live production) on behalf of a third party should be the outcome
- No content produced by a trainee camera operator can be used as part of a fee earning product, movie or live production.
- The equipment should not be used for commercial projects filmed outwith Shetland

Shetland Arts may itself go into partnership with commercial companies where it identifies and develops significant training opportunities for Shetland residents or embark on Co production agreements where the equipment is factored into the agreement. The equipment can be used in the production of the commercial product where agreed outcomes fulfil Film development / Shetland Arts objectives and evaluation processes are produced on completion.

3. Additional rules to the standard conditions of hire (Appendix 1)

- Shetland Arts use of the equipment takes priority over all other requests
- Community and developmental use will take priority over commercial use
- Artistic development will take priority over technical development
- A booking once confirmed will be honoured over late coming requests (i.e a confirmed commercial booking will not be bumped should a community or developmental request come in later)
- All hirers creating a public exhibition of work must acknowledge Shetland Arts and provide evidence of the acknowledgement. The level of acknowledgement can vary but should be discussed in advance of the hire.
 - a. Public exhibition can include the following but is not restricted to
 - i. The production of DVDs
 - ii. Youtube and other social media sites
 - iii. Information films for presentation
 - iv. Training videos
 - v. Wedding videos
 - vi. Show and production videos
 - vii. Live filming at events

The Hire booking form will be redesigned to reflect the origin and owner of the project the equipment is being hired for, headed note paper, official e mail will be required to identify the responsible hirer so that relevant charges are applied.

4. Recommended Fees

It is proposed that all users are defined as 'hirers' and discounts will be applied where appropriate. Rates have been drawn up from research completed by Shetland Arts Production Manager and Senior Technician (Lighting) based on charges levied by commercial hire companies

Hire Rates All prices are ex VAT	Total Avail	Daily rate Community 100% Discount	Daily rate Commercial Fee	Weekly rate 3 day week
Cameras				
Sony Video Camera HDR FX7 Set	2	Free	£50	£150
Flip Camera Hirer to Supply AA Batteries	12	Free	£10	£45
Camera Accessories				
Tripod_Manfrotto Large	2	Free	£15	£45
Car Attachment_Manfrotto Suction Stabilizer	1	Free	£15	£45
Shoulder Carry_Varizoom Steadycam	1	Free	£15	£45
Waterproof Camera Cover	2	Free	Free	Free
Wheels for tripod_Manfrotto Dolly	1	Free	£5	£15
Jib (for use with tripod)	1	Free	£20	£75
Monitor for use with jib_7" LCD monitor	1	Included above	Included above	Included above
Microphones				
Rode Condensor Mic NTG2 Set Hirer to Supply AA and PP3 Batteries	2	Free	£10	£30
Sennheiser Radio Mic + Receiver	1	Free	£30	£90
Editing Equipment				
Final Cut Pro_Macbook Pro Laptop (Silver)	1	Free	£30	£90
Other AV Equipment				
Headphones_Sennheiser HD 125	1	Free	£5	£15
Tapco 6 channel mixer	1	Free	£10	£30
Chroma-key blue/green screen	1	Free	£15	£45
Chimera screen		Free	£15	£45
Lastolite screen stand		Free	£10	£30
Lighting				
Camera lighting & stands (3 per set)		Free	£20	£60
Small light reflector		Free	£5	£15
Tri-reflector II		Free	£10	£30

Edit suite – currently no charge, the management of this must be reviewed as the Media Production room in Mareel will be used for a multitude of uses including formal education purposes. Access to the room can only be outwith pre booked commitments. The review will take place after a consolidation period in the building.

5. Deposits and equipment damage and loss

- a. No deposits should be taken for the equipment as by far the greatest development use is by voluntary community groups
- b. With the increased levels of technical staff SADA will ensure that equipment is checked regularly.
- c. Commercial users must have sufficient insurance cover for the equipment hired or guarantee to pay replacement/ repair costs for any damaged or lost
- d. Commercial users will be invoiced for damage or loss to equipment
- e. Community users may also be invoiced for damage at the discretion of the technical department after investigation of cause. Accidental damage may result in further training to be completed before future bookings are accepted, misuse will result in a ban.
- f. All users will be strictly monitored and misuse may result in a ban from future access to the equipment

6. How would this system operate with scenarios gathered from actual past use gathered from the feedback requests?

- Workshops – a video artist employed to deliver workshops by a voluntary or public agency
 - The Voluntary/ public agency should book the equipment and pay relevant rates
- Professional using equipment for a website project commissioned by a charity /public agency.
 - The Charity / public agency should book the equipment and pay relevant rates
- A professional creating a video for ‘private use’
 - Shetland Arts do not recognise ‘private use’ as a term for film work. Wedding videos, celebratory family videos are no different from a commercial company commissioning a training video for their staff. They are intended for exhibition, albeit to a limited audience and acknowledgement must be made.
- A voluntary group creating a video for a public body

- The public agency should book the equipment and pay Commercial rates
- If any SIC department is commissioning a work the commercial rate will be charged

7. Risks

Identified below are some risks associated with this strategy and trustees should consider whether or not these are acceptable risks before accepting or altering the recommendations.

1. Contentious nature of Community and Charity organisations being able to hire commercial operators to use the equipment. To mitigate this risk we are seeking to ensure that any benefit from the project is being created to help the overall aims of the project or group. The reasons for this are:
 - a. We ensure that a commercial operator is not adding any additional hire fee to the employer for the use of Shetland Arts equipment and the community benefit is not being eroded.
 - b. Shetland Arts would be placing unreasonable conditions to request to see the contract and invoices between employer and contractor to establish that no profit was specifically being made from SADA equipment. This is commercially sensitive material.
2. It should be noted that there are local commercial businesses that have invested in AV equipment that seek to recover their costs through the fees they charge to clients.
 - a. Concerns have been raised with us regards commercial use of the Shetland Arts AV equipment by one local commercial company. The concern is that Shetland Arts AV equipment bank may lead one company to either under cut another through our subsidy (in kind via loan of equipment) or generate higher profits for that company by the absence of costs for equipment either for hire or purchase.
3. Shetland Arts is also aware of the increasing use of Public agencies approaching voluntary groups, to produce training and information films. This could be having an adverse effect on the commercial market, to mitigate this risk Shetland Arts will:
 - a. Apply hire rates identified above in relevant cases
 - b. Discuss the issue with effected voluntary groups to explore the wider consequences of such regular commissioning.

8. Timescale

Should these new terms and conditions be adopted as a whole or with alterations they can be implemented with immediate effect.

1. Letters will be sent out informing existing users of change of terms and conditions
2. All existing bookings will stand on existing terms and conditions
3. New bookings will only be taken on the new terms and conditions
4. Voluntary film makers group/individuals will be invited to attend meetings to explain the change of policy

9. Recommendations

We have taken into consideration the risks above and believe that by ensuring Public bodies pay commercial rates of hire we are taking all reasonable steps to maintain the commercial/voluntary economic balance of a very small AV production market in Shetland.

We recommend that the Board adopt the following as detailed in this paper:

1. Definition of Hirers
2. Definition of developmental for a commercial user
3. Additional rules to standard clauses
4. Recommended fees
5. Deposits, Damage and Loss
6. Standard Hire Conditions

Richard Wemyss
Head of Operations
April 2012

Appendix 1: Shetland Arts Film Development – Hiring Conditions

Please read the following **before** you sign the booking form.

Section 1 – All Hirers

1. Anyone wishing to hire any of the film equipment will be required to demonstrate adequate competence in its use before borrowing it. Shetland Arts reserves the right to cancel any booking if this condition is not fulfilled.
2. Bookings should be made a minimum of 48 hours in advance of use so that equipment can be checked and prepared for use.
3. The hirer is responsible for ensuring that all cables, plugs, connectors, etc, are suitable for their project purposes.
4. Lighting equipment should be switched off when not in use. Lighting must be allowed to cool after use, before it is packed away.
5. The hirer must recharge batteries before returning the equipment.
6. Where alkaline non rechargeable batteries are required for specific pieces of equipment i.e condenser microphones, The Hirer is responsible for supplying these batteries.
7. The exhibition of work created on equipment belonging to Shetland Arts requires that you acknowledge our support. Shetland Arts staff will be happy to supply you with further details on how to go about this. For example, an end credit or printed programme or poster should read '**Supported by Shetland Arts film equipment bank**'
8. All Hirers are responsible for their own copyright and performance rights liability.
9. Shetland Arts will not support work which contains racist, sexist, defamatory or obscene material. Please discuss any element of your production which you feel might be considered to be outside the public perception of taste or decency with either a relevant Arts Officer or the Head of Operations
10. Shetland Arts accepts no responsibility for any consequences caused by the hirer's failure to book sufficient equipment to complete any part of the hirer's project.
11. Shetland Arts accepts no responsibility for any costs incurred through operational failure of any hired item
12. Shetland Arts accepts no responsibility third party claims arising from the use of Shetland Arts Equipment
13. Shetland Arts recommends that the Hirer shall effect and maintain adequate insurance policies to cover against all requisite statutory and legal liabilities in respect of all risks arising out of their project.
14. Any damage or loss of equipment should be reported **as soon as possible** to Shetland Arts on 01595 743843. Damages will be considered on an individual case basis and may result in the hirer being responsible for repair/replacement costs.
15. The equipment is strictly for use within the Shetland Islands only.
16. **Under no circumstances** should be hirer **make any attempt to repair or modify the equipment.**
17. Shetland Arts reserves the right to cancel any booking without notice. Shetland Arts will not be held liable for costs incurred through cancellation.

Section 2 – Commercial Hirers

1. Hirers are strongly advised to protect themselves against loss or damage to the equipment they hire by taking out their own insurance for all the equipment hired.
2. Hirers are responsible for any loss or damage to each item hired.
3. Hirers who do not come to collect equipment they have booked or who cancel without giving at least 24 hours notice will be charged for the original booking.
4. In the event of equipment being returned late, the hirer will be charged at the normal day rate.

NB Shetland Arts reserves the right to alter any of the above conditions or add further conditions as may be necessary from time to time in the judgement of the Director or the Head of Operations