



# Filming Standard Terms and Conditions

(Based on the Code of Conduct for Location Filming in NSW published by the Office of Local Government)

## 1. Application

- 1.1. These Terms and Conditions apply to filming applications.
- 1.2. By submitting the filming application (**Application**), You acknowledge and agree that:
  - a) You have read and understood the [NSW Local Government Filming Protocol 2009 \(Protocol\)](#) and the Code of Conduct for Location Filming in NSW (**Code of Conduct**) contained in the Protocol;
  - b) these Terms and Conditions form a legally binding agreement between You and Sutherland Shire Council (**Council**); and
  - c) You will comply at all times with these Terms and Conditions in relation to Your proposed filming shoot (**proposed shoot**).
- 1.3. You must ensure that Your cast, crew, other staff, agents and subcontractors are aware of and comply with these Terms and Conditions and the Protocol.
- 1.4. If you are less than 18 years old, You must provide details of Your parent/s or other legal guardian/s, who must read and agree to be bound by these Terms and Conditions. Any reference to "You" or "Your" in these Terms and Conditions is a reference to any parent or other legal guardian and they are jointly and severally liable under these Terms and Conditions.

## 2. Procedure

- 2.1. You must submit Your Application:
  - a) **Ultra-low impact filming** → at least 4 business days prior to the date of the proposed shoot;
  - b) **Low-medium impact filming** → at least 7 business days prior to the date of the proposed shoot; or
  - c) **High impact filming** → at least 12 weeks prior to the proposed shoot, if it requires road closures.
- 2.2. You must obtain and provide all required information, approvals, site plans, management plans, risk assessment and safety checklists, certificates of insurance and other documentation when submitting the Application.
- 2.3. By submitting Your Application, You warrant that the information and documents provided in Your Application are true and correct.
- 2.4. Council may not consider Your Application if it is made outside of the applicable timeframe or no sufficient information/documentation is provided when submitting the Application. Council reserves its right to request further information/documentation, if required to process Your Application.
- 2.5. Following the submission of the Application, Council may issue a Permit to You setting out more specific Terms and Conditions which apply to Your proposed shoot (**Permit**). Final approval for You to conduct Your proposed shoot is conditional upon You agreeing to those additional Terms and Conditions, and Your compliance with any reasonable direction of Council in relation to Your proposed shoot. Those additional Terms and Conditions will form part of this legally binding agreement with You.
- 2.6. You are not permitted to conduct Your proposed shoot without a written Permit issued by Council. To avoid doubt, submission of Your Application does not constitute the final approval for You to conduct Your proposed shoot and Council may accept or reject Your Application at its complete discretion.

## 3. General

- 3.1. You acknowledge and agree that:
  - a) the Permit is for the purpose of the proposed shoot as specified by Council and not for any other purpose;
  - b) the Permit is restricted to any area designated by Council (**Location**) and any specified days and times of use (including bump in and bump out dates);
  - c) Council may vary the Location and/or operating hours proposed in the Application at Council's complete discretion;
  - d) the Permit is not transferrable by You to any other person, unless permitted in writing by Council;
  - e) the Permit does not confer upon You rights to exclusive possession of the Location, nor does it create a lease;
  - f) You must keep a hard copy of the Permit at the Location during Your proposed shoot and make it available for inspection on demand by a Council representative or other authorities;
  - g) Emergency services representatives and Council representatives (acting within the scope of their employment) have the right to access Your proposed shoot at any time;
  - h) You must ensure that all cast and crew are thoroughly briefed on the nature and practical application of the Permit given and any conditions or requirements attached to the proposed shoot;
  - i) You will comply and will ensure that all cast and crew comply with any reasonable directions given by Council representatives;
  - j) When using the Location, You and Your cast, crew staff, agents and subcontractors will do that at Your own risk. Council does not warrant or represent that the Location is suitable or adequate for Your proposed shoot;
  - k) You must secure and insure Your own property (and any property of a third party) against all risks posed by Your proposed shoot as Council will not accept responsibility for the security, control or safety of that property;
  - l) You accept full responsibility for activities undertaken at Your proposed shoot and for ensuring acceptable risk management techniques, safety measures and hazard markers are in place so as to not cause injury or damage to any persons;
  - m) You will complete the risk assessment for the duration of Your proposed shoot, including the bump in and bump out dates and provide a copy of it to Council prior to the proposed shoot, if required;

- n) You will ensure that no damage is caused to the area within which Your proposed shoot is held, or to any property or infrastructure located within that area. Any damage should be immediately reported to Council. If Council considers that any such damage has been caused as a result of Your proposed shoot, Council may (with or without notice to You) perform any work necessary to repair that damage and the reasonable amounts incurred by Council for doing so will be deducted from the bond (if applicable) and/or recovered as a debt due to Council;
- o) You can only leave fixtures and fittings at the Location where this is requested or approved by Council;
- p) You will undertake a site inspection with Council following the proposed shoot, if required by Council.
- q) You, Your crew and cast will not:
  - (i) loiter in front of shops or residences and block the access of the local community;
  - (ii) block buildings or keep equipment in front of buildings that are not working directly with the proposed shoot;
  - (iii) stack equipment in front of closed shopfronts when there is an early call so that the business owners open on time, and receive deliveries.
- r) You will encourage Your crew to frequent local businesses during breaks.

#### 4. Notification

- 4.1. You will ensure members of the general public are not adversely affected by the proposed shoot.
- 4.2. You must notify any residents and businesses within the vicinity of the Location and/or who may be in any way affected by Your proposed shoot (e.g. noise, traffic, road closures etc.). Your notification letter must include details and conditions of the filming approval and provide a contact name and number for a representative at the production office and the on-site location.
- 4.3. The notification letter should be delivered in time for people to make further inquiries.
- 4.4. You must provide a copy of your notification letter to Council.
- 4.5. If required by Council, You must notify the following authorities about the proposed shoot:
  - a) NSW Police - Sutherland P.A.C. - (02) 9542 0899
  - b) NSW Fire & Rescue - [info@fire.nsw.gov.au](mailto:info@fire.nsw.gov.au) / (02) 9265 2999.

#### 5. Compliance with laws etc

- 5.1. You must ensure that Your proposed shoot complies and all cast, crew and extras comply at all times with all applicable laws (including but not limited to health and safety, music play back, liquor and environmental nuisance laws) as well as orders, regulations, directions, by-laws, ordinances, applicable industry safety practices (especially in relation to special effects, stunts and the use of firearms and weapons).
- 5.2. You are responsible for ensuring that Your crew, cast, extras, staff, agents and subcontractors carry out any activities for the purpose of the proposed shoot safely and in accordance with all legislative requirements including those pursuant to the Work Health and Safety Act 2011 (NSW) and the Work Health and Safety Regulation 2011 (NSW).

#### 6. Noise

- 6.1. All cast, crew and extras must comply with Council's noise restrictions provided on [Council's website](#) and any additional restrictions imposed in the Permit. More information about noise-related regulation is available from [NSW EPA](#).
- 6.2. All generators and other equipment that are to be used must conform to the Department of Environment and Climate Change Guidelines and not create a nuisance to the amenity of the neighbours.
- 6.3. Any noise must be kept to a minimum, particularly when arriving in a neighbourhood before 7am or during night shoots. Generators must be silenced and truck engines should not be left idling under residents' windows. Generator trucks should not be parked in front of residential buildings. Playing car radios loudly must be avoided and the noise level of walkie-talkies near residences and businesses must be controlled.
- 6.4. No Amplification of any kind is to be used including loud hailers or megaphones.

#### 7. Electricity

- 7.1. All portable electrical appliances and leads brought into the Location must have current service test tags.
- 7.2. All cables located on footpaths are to be covered by [SafeWork NSW](#) approved ramps and/or other safety measures.
- 7.3. If You require access to Council controlled electrical facilities, Council may provide You with such access. A separate electricity access fee will apply.
- 7.4. All lighting must be directed away from motorists on nearby carriageways and from residential premises.
- 7.5. Council may impose in the Permit restrictions on the use of Council controlled electrical facilities, generators or other electrical appliances.

#### 8. Amenities and waste

- 8.1. If You require additional public toilet facilities, a separate fee may apply.
- 8.2. All waste generated at Your proposed shoot must be disposed of on a daily basis as well as on the day following the conclusion of Your proposed shoot or as otherwise directed by Council.
- 8.3. You must provide sufficient bins for the proposed shoot as directed by Council.
- 8.4. Where Council provides bins for Your proposed shoot, these must be returned to the initial pick-up point as soon as possible after Your proposed shoot (or such other place as agreed to by You and Council). If such bins are not returned within 2 business days of Your proposed shoot, Council may recover from You the reasonable costs payable by Council for replacing those bins from the bond and/or as a debt due to Council.
- 8.5. You must ensure that the Location and any adjoining area is left in a clean and tidy condition after it has been used for Your proposed shoot. If the proposed shoot area is left in a condition which Council considers is not clean and

tidy (acting reasonably) and Council chooses to restore the Location and the adjoining area to a clean and tidy condition (which it may do with or without notice to You) the amount reasonably incurred by Council in doing so will be deducted from the bond and/or recovered as a debt due to Council.

## **9. Temporary structures**

- 9.1. Temporary structures, including but not limited to tents, marquees, stages, stands, scaffolding must be erected and secured in accordance with manufacturers / structural specifications to ensure they are structurally sound and can withstand inclement weather conditions and any required load placed on them, if applicable.
- 9.2. You must provide a certification by a practising structural engineer for certain temporary structures, including large stages and scaffolding. More details available via the Australian Building Codes Board.
- 9.3. Temporary structures are not to be loaded in excess of the loadings recommended by the supplier and/or manufacturer.
- 9.4. Temporary structures are to be weighted, not staked, to secure and prevent damage to subsurface irrigation and park asset surfaces.

## **10. Vehicle, machinery and pedestrian access**

- 10.1. You will ensure that all emergency vehicle access routes, including helipads, remain unobstructed at all times during Your proposed shoot.
- 10.2. You must consider access needs of people with disabilities and take all reasonable steps to ensure suitable access is provided to them.
- 10.3. Vehicles are not permitted within Council parks without Council's written permission.
- 10.4. If You require vehicles (including small trucks) and/or machinery to have access to the Location, You must provide a site specific traffic management plan if vehicle movement is complex and You must ensure that they at least:
  - a) unload and load goods/equipment only approved for the bump in and bump out hours stated on the Application;
  - b) are escorted through the park/open space area;
  - c) do not exceed walking pace;
  - d) have hazard lights on and remain on paved areas where possible.
- 10.5. You are responsible for cordoning off these areas and providing the necessary staff/security to monitor vehicle movements within the park/reserve.
- 10.6. The vehicle access gate must be locked after entering into and exiting out of the Location/park area, if applicable.
- 10.7. You are responsible for the safekeeping of the gate key and if the key is lost, You will pay the costs associated with the key replacement.
- 10.8. Council is not liable for any loss or damage caused to vehicles and/or machinery left at the Location/park area.

## **11. Parking**

- 11.1. You should contact Council early on to organise parking plans for essential vehicles and unit set up and see if there is a need for a traffic management plan.
- 11.2. You will consult directly with the community over parking issues where appropriate. This may include arranging alternative parking for residents and assistance in access to vehicles and transport arrangements in some high density residential locations.
- 11.3. Parking is permitted on paved areas only in accordance with the traffic and parking regulations. Failure to do this may result in penalties being issued.
- 11.4. Under no circumstances can vehicles:
  - a) block roads, pathways and driveways;
  - b) park in disabled parking spots or restricted zones; or
  - c) park on any grass areas, unless permitted in writing by Council.
- 11.5. Trucks should not be parked in front of active restaurants.
- 11.6. Trucks and other vehicles must be parked to fit under trees to avoid damage to branches.
- 11.7. If You require additional parking, Council may provide parking passes at Council's discretion.
- 11.8. If You require parking permits, contact 9710 0891 or [filming@ssc.nsw.gov.au](mailto:filming@ssc.nsw.gov.au)
- 11.9. A parking permit must be displayed clearly on the dashboard of the vehicles on the passenger's side. Failure to do this may result in penalties being issued.
- 11.10. Council may impose further parking restrictions to the allocated Permit, if Council considers them necessary.

## **12. Traffic and road closures**

- 12.1. You must co-operate with state agencies and Council to maintain efficient traffic flows and the safety of other road users.
- 12.2. If You require temporary road or carpark closures (full or partial), You must provide Council with the following when submitting the Application:
  - a) traffic management plan
  - b) traffic control plan
  - c) vehicle and pedestrian management plan
  - d) traffic site map
  - e) road occupancy licence, if required.
- 12.3. Traffic stopping and traffic diversions must be carried out by properly authorised personnel and in accordance with a traffic management plan agreed by Council and if necessary RMS.
- 12.4. Pedestrian traffic should not be obstructed at any time unless stipulated in the permit and all cables are to be channelled neatly and safely.

### 13. Access to Cronulla Sand Dune

13.1. The Cronulla Sand Dune is a heritage listed area and is currently undergoing rehabilitation. Accordingly, you must comply with the following restrictions, if accessing this area:

- a) no access is permitted within the fenced-off areas or vegetation on the perimeters of the Sand Dune as shown in the aerial image below;
- b) due care is to be exercised at all times, with the protection of all natural vegetation and geographical features in the area;
- c) no vehicle access is permitted to the Sand Dune;
- d) if assistance is required with transporting any person/equipment, Council's lifeguards may assist You at Council's complete discretion. A fee may apply.

13.2. Council reserves the right to revoke the Permit due to inclement weather conditions affecting the Sand Dune area.



Note: For more information in relation to the Cronulla Sand Dune, please contact Council's Business, Sport and Community Services Unit on 9710 0891.

### 14. Fees and bond

14.1. You must pay all fees required by Council in accordance with the invoice issued to You. The fees will be calculated based on [Council's current schedule of fees and charges](#). An application fee will be waived if it applies to a student and copy of the student's ID is provided with the Application. A nominal fee may still be payable upon request.

14.2. The invoice amount must be paid within 14 days from the issue of the invoice and any outstanding amount will be recovered from You as a debt due to Council. Interest may apply.

14.3. A refundable bond or deposit (as notified to You by Council) may be payable by You in order to conduct Your proposed shoot.

14.4. Power and water usage may be deducted from the bond following the proposed shoot.

14.5. Bond monies held by Council will be returned to You once Council is satisfied that all Terms and Conditions relevant to Your proposed shoot have been complied with (minus any reasonable amounts necessary to rectify any breach by You of Your obligations under those Terms and Conditions).

14.6. In-kind services may be provided to You by Council upon request and at Council's complete discretion.

### 15. Insurance, release and indemnity

15.1. You must maintain the following insurance policies during the proposed shoot and provide Council with a certificate of currency upon request for:

- public liability for a minimum of \$20 million;
- product liability (if applicable) for a minimum of \$10 million;
- professional indemnity (if applicable) for a minimum of \$5 million;
- workers compensation; and
- any other insurance specified in the Permit or otherwise required.

- 15.2. You must inform Council immediately and in writing, of any occurrence that may give rise to any claim being made under any insurance policy which relates in any way to Your proposed shoot.
- 15.3. You agree to release and indemnify Council and its staff, agents and subcontractors against any claim, loss, liability, costs and expense (including legal fees) arising from, or in any way connected with Your proposed shoot in relation to:
- Any loss, injury or death;
  - Any loss or damage to property;
  - Any accident, neglect, or deliberate or careless act of You, Your staff, contractors or agents; or
  - Breach of this agreement by Your staff, contractors or agents.
- 15.4. Your liability to indemnify and release Council will be reduced proportionally to the extent that any unlawful, wilful or negligent act or omission of Council directly contributed to the injury, damage or loss suffered by You.
- 15.5. This indemnity will survive any termination or completion of this agreement.

## 16. Cancellation

- 16.1. Council may immediately cancel this agreement if:
- a) You breach any material provision of this agreement and that breach is not rectified to Council's satisfaction;
  - b) You become bankrupt or insolvent or enter into a scheme or arrangement with Your creditors.
- 16.2. Your proposed shoot may be subject to rearrangement, including cancellation, at the complete discretion of Council in the case of unforeseen circumstances beyond the control of Council. Such circumstances include inclement weather or force majeure conditions such as, without limitation, an act of God, war, epidemic, pandemic, unlawful act against public order or authority, an industrial dispute or a governmental restraint). Council will endeavour to notify You of any such decision in writing as soon as practicable.
- 16.3. If Council cancels Your proposed shoot for a reason other than the reasons noted in clause 16.1, Council will refund any monies that it has received from You.
- 16.4. If You cancel Your proposed shoot less than 24 hours before the proposed shoot, Council may retain some monies paid by You to Council. Any bond monies held in relation to the proposed shoot will be refunded. A notice of cancellation should be emailed to [filming@ssc.nsw.gov.au](mailto:filming@ssc.nsw.gov.au).
- 16.5. Subject to clauses 16.3 and 16.4 of these Terms and Conditions, You will have no right to a refund of monies paid to You by Council. To avoid doubt, inclement weather (or the chance of inclement weather) or Your change of mind to not conduct the proposed shoot within 24 hours of the commencement date of the proposed shoot is not a circumstance for a refund.

## 17. Confidentiality

- 17.1. Each party and its staff and agents must not without the prior written consent of the other party disclose any information in connection with this Agreement to any person not a party to this Agreement other than:
- a) as necessary to perform its obligations;
  - b) with respect to any matter already within public knowledge; or
  - c) when required by law to do so.

## 18. Privacy

- 18.1. You acknowledges and agree (if You are not a natural person, on behalf of Your representatives whose personal information is provided to Council (Your Representatives)), that:
- a) [Council's Privacy Management Plan](#) contains important information about how Council will handle any personal information which it collects and other information required to be disclosed by Council to individuals whose personal information it collects under the Privacy Act 1988 (Cth);
  - b) You and Your Representatives should read Council's Privacy Management Plan before providing any personal information to Council; and
  - c) by providing personal information to Council, You and Your Representative agree to Council's Privacy Management Plan.

## 19. Inconsistency and severance

- 19.1. In the event of any inconsistency, any additional Terms and Conditions specified by Council in the Permit issued to You take precedence over these Standard Terms and Conditions.
- 19.2. If a provision of the Terms and Conditions governing this Agreement is declared by a Court as being void or unenforceable, that provision must be read down to the extent necessary for these Terms and Conditions to remain in force.

## 20. Variation

- 20.1. The Agreement between You and Council may be varied if agreed by the parties in writing.
- 20.2. You are to consult with Council and other approving authority if there are material changes to filming plans, in case an amended Permit is required.

## 21. Governing Laws

- 21.1. The laws applicable in New South Wales govern this Agreement.
- 21.2. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.