



COMMERCIAL FILMING AND PHOTOGRAPHY STANDARD CONDITIONS

The following conditions apply to all filming and photography licences issued by the Office of Environment & Heritage (OEH). By signing a filming or photography application form you acknowledge that you have read, understood and accept these conditions.

1. Approval

Pursuant to s4(2) of the *Filming Approval Act 2004* the Delegated Officer grants approval to the Applicant to carry out the Filming Activities specified in the Application, in the location/s specified in the Application in accordance with the conditions of the Approval. Approval is granted for the term specified in the Application only.

2. Fees and Charges

Fees will be levied in accordance with the *Commercial Filming and Photography Fee Schedule*, and are payable prior to filming/photography commencing. Fees may include:

- Application (non-refundable)
- Site inspection (non-refundable)
- Environmental Management Bond (refundable)
- Short notice levy (non-refundable)
- Supervision (non-refundable)
- Hire of OEH equipment
- Special requirements (e.g. helicopter landing, camping)

An Environmental Management Bond is required for all commercial filming and photography activities. OEH will retain part of or the entire bond to cover any unexpected costs due to the activity. Any damage caused as a result of filming/photography over and above the amount of the bond will incur a financial penalty for the cost of restoration work.

Additional unforeseen fees or charges (e.g. unplanned time delays, additional supervision incurred after the Agreement is signed) will be deducted from the environmental management bond.

Park entry fees are included in the filming/photographic fee structure and are not additional except in the case of small scale commercial photography annual registrations where park entry fees are payable.

Approval to film or photograph is granted when all applicable fees, including the Environmental Management Bond have been paid, insurance cover is sighted and the Agreement has been signed by an authorised OEH officer and the applicant.

3. Insurances and Indemnities

A minimum public liability insurance of \$10 million must be held by the Applicant. A copy of the policy or a certificate of currency must be attached to the application. Higher insurance coverage may be required depending on the scale of the activity, nature of the activity, location of the activity, the potential risk of injury to the general public and potential environmental impact.

The Applicant is required to have adequate insurance cover for themselves and their equipment, as is the case with all commercial undertakings in areas managed by OEH. OEH is not liable for any loss or injury to the Applicant's party or equipment.

The Applicant agrees to release to the full extent permitted by law the Minister for the Environment, the Chief Executive of the Office of Environment and Heritage and the Crown in right of New South Wales in the absence of any negligence on their part from all claims and demands of every kind resulting from any accident, loss, death, damage or injury occurring in, on or near the Activity Area or in conducting the Activity and the Applicant expressly agrees that in the absence of any such negligence as aforesaid neither the Minister for the Environment, the Chief Executive of the Office of Environment and Heritage and the Crown in right of New South Wales shall have any responsibility or liability for any accident, loss, death, damage or injury suffered or incurred by the Applicant (whether to or in respect to the Applicant's person, property or business) or the Applicant's employees, agents or contractors or other persons claiming through or under the Applicant.

The Applicant will indemnify and keep indemnified the Minister for the Environment, the Chief Executive of the Office of Environment and Heritage and the Crown in right of New South Wales and their respective successors, agents, servants, contractors and employees from and against

all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs, charges and expenses whatsoever to which any of those indemnified shall or may be or become liable in respect to or arising from or in connection with: loss, damage or injury from any cause whatsoever to property or person caused or contributed to by the Applicant or any servant, agent or contractor of the Applicant or any other person claiming through or under the Applicant in conducting the Activity; loss, damage or injury from any cause whatsoever to property or person within the Park occasioned or contributed to by any act, omission, neglect, breach or default of the Applicant or any servant agent or contractor of the Applicant or other person claiming through or under the Applicant.

This has effect notwithstanding that any of the actions, suits, claims, demands, proceedings, losses, damages, compensation, costs, charges and expenses referred to above shall have resulted from any act or thing which the Applicant may be authorised or obliged to do under this Agreement and notwithstanding that any time, waiver or other indulgence has been given to the Applicant by the Department in respect to any such obligations.

The Applicant's liability to indemnify the Department shall be reduced proportionately to the extent that any accident, loss, death, damage or injury referred to above is caused by any wilful or negligent act or omission of the Department.

The obligations of the Applicant continue after the expiry or other determination of this Agreement in respect to any act, deed, matter or thing happening before the expiry or determination of this Agreement.

The Applicant will ensure that the site complies with occupational health and safety legislation requirements and that all conditions required under the insurance cover are met.

4. Vehicle and location use

- The Applicant must make all reasonable effort to contact park management or the nominated Department Officer before entering the park to commence the approved filming or photographic activity.
- All vehicle access to the location must be in accordance with the

Agreement or as specified by the nominated Department Officer.

- All vehicles must remain on marked areas or areas designated in the Agreement or specified by the nominated Department Officer.
- The Applicant will not use any location other than that specified in the Agreement.
- The Applicant will comply with all direction of the nominated Department Officer in relation to the conduct of the Activity.
- The Applicant will light fires only in approved fireplaces and will abide by conditions for the lighting of fires specified by the nominated Department Officer.
- The Applicant will camp only in locations and under conditions that apply to members of the public. Camping fees are additional to the filming charges.
- Only those constructions specified within the Agreement may be erected, and all constructions must be removed once the Activity is complete.
- All areas in the park or reserve affected by the Activities must be left in the condition they were in prior to the commencement of the Activity.
- All equipment must be removed at the end of filming/photography.
- Temporary rubbish and toilet facilities installed for the filming company or photographer, employees, agents and contractors must be removed at the completion of the Activity.
- The Applicant will not cause, allow or suffer to occur any unlawful, noxious or offensive use, act, trade, business, occupation or calling.

5. Review of Agreements

OEH reserves the right to review the Agreement and the associated conditions of approval if circumstances require it or change. Examples may include where fire danger exists, where there are concerns regarding a culturally or environmentally sensitive area, continuous wet weather, or where unforeseen circumstances arise which present immediate threats to habitat, wildlife or public safety.

6. Rescheduling by the Applicant

If it is necessary for the Applicant to re-schedule the Activity (for example due to unfavourable weather), the Delegated Officer must be notified as soon as possible and the proposed re-scheduling date agreed upon by both parties. Any reasonable cost incurred by OEH may be recovered from the Applicant (for example the cost of contracted casual staff).

7. Breach of the conditions of the Agreement

The Applicant must comply with all legislation and will be subject to all penalties for breaches of legislation administered by OEH (for example animals brought onto the park that are not specified in the Agreement). Any breach of the conditions of the Agreement may result in cancellation of approval, refusal of future applications and the imposition of penalties outlined in the relevant legislation.

8. Termination of Agreement

The Delegated Officer has the authority to terminate this Agreement at any time in writing. The Applicant does not have the right to claim against OEH for damages for loss of business or financial or other loss as a result of termination of the Agreement. In the event of termination the security deposit and fees will not be refunded.

9. Use of the NSW National Parks and Wildlife Service or Office of Environment & Heritage Logo

OEH reserves the right to view all film or photographic material (including scripts) in which the logo will appear.

10. Copyright and Acknowledgements

Under this Agreement, the copyright of film footage and photographs resides with the film maker/photographer.

Where OEH requires acknowledgement that it has provided assistance for filming it will be acknowledged in the following way:

Produced with the assistance of the Office of Environment & Heritage

The location of the filming will be acknowledged in the following way:

Filmed on location atNational Park / Historic Site (as applicable)

A trailer will also be included that states that the values of the conservation areas were maintained throughout the filming:

No environmental damage was incurred on location. The conservation values of the areas have been preserved.

In the case of photography, the location and name of the relevant park or reserve should be specified in the caption.

11. Other responsibilities of the film maker/photographer

The Applicant must:

- Carry the signed Agreement with them at all times while carrying on the Approved Activities.
- Comply with any additional conditions imposed by OEH. Details of any additional conditions will be provided by the Delegated Officer at the time approval is granted.
- Obey any reasonable directions of any Department Officer relating to the activities of the park and accept that in the event of a dispute the decision of the Officer will be final.
- Abide by all relevant legislation including the *National Parks and Wildlife Act 1974, Wilderness Act 1987, Rural Fires Act 1997, Marine Parks Act 1997, Environmental Planning and Assessment Act 1979, Threatened Species Conservation Act 1995*, and the *National Parks and Wildlife Regulation 2009* unless permitted otherwise by agreement under the *Filming Approval Act 2004*.
- Ensure that no flora, fauna, natural or cultural features, or public facilities and developments are disturbed or damaged in any way.

12. Additional Conditions

Additional park, site or activity specific licencing conditions for filming may apply. The Delegated Officer will discuss any additional conditions with the Applicant and note these separately.