

Film Permit Terms and Conditions

This permit is issued under the Public Trading, Events and Filming Bylaw 2022 by Tātaki Auckland Unlimited Ltd (trading as Screen Auckland) on behalf of Auckland Council. By undertaking the permitted activity, the permit holder agrees to these Terms and Conditions and the Screen Auckland Protocol.

Where a site-specific condition in this permit conflicts with the Screen Auckland Protocol, the site-specific condition prevails for the purposes of this permit.

1. Authority and scope

- 1.1. **Basis of permit** This permit authorises the permit holder to occupy and use the specified public place(s) for filming purposes only, and only to the extent described in the permit - including approved dates, times, locations and activities.
- 1.2. **No exclusive use** This permit does not grant exclusive use of any public place unless expressly stated.
- 1.3. **Filming only** Where the activity also involves trading, events, or the distribution of promotional goods or materials in a council-controlled public place, those components require separate approval under the Public Trading, Events and Filming Bylaw 2022.
- 1.4. **Signage exemption** This permit grants an exemption under the Auckland Council Signs Bylaw 2022, as provided for under that bylaw, for the display of directional signage associated with the permitted filming activity. This exemption applies only during the approved period, at the approved locations, and for the activity described in this permit. The exemption does not permit signage to be attached to regulatory signs, or signage that resembles regulatory signage in colour or format. Any signage must otherwise comply with the Auckland Film Protocol.

2. Compliance

- 2.1. The permit holder must comply with:
 - 2.1.1. These Terms and Conditions;
 - 2.1.2. The Screen Auckland Protocol (as in force at the date of issue of this permit); and
 - 2.1.3. Any site specific or activity specific conditions stated in the permit
- 2.2. **Other legal obligations** This permit does not remove or limit the permit holder's obligations under any applicable law, including (without limitation) the Resource Management Act 1991, the Building Act 2004, the Health and Safety at Work Act 2015, and all applicable bylaws, standards and statutory requirements. The permit holder is responsible for obtaining any additional approvals required.

3. Accuracy, supervision and changes

- 3.1. **Accuracy** The permit holder warrants that all information provided in the application and supporting documentation was true, complete and accurate at the time of submission.
- 3.2. **On-site supervision** The permit holder must ensure a responsible on-site representative is present for the duration of the activity and that this permit (along with any required supporting approvals referenced in the permit) is available on site.
- 3.3. **Notifying changes** The permit holder must notify Screen Auckland as soon as practicable of any material change to the approved activity. Changes must not be implemented unless approved in writing as a variation to this permit.

4. Health and safety

- 4.1. **Responsibility** The permit holder is responsible for health and safety management for the activity, including as a PCBU where applicable under the Health and Safety at Work Act 2015. The permit holder must take all reasonably practicable steps to ensure the activity is planned and carried out safely and does not create undue risk to the public, workers, adjacent occupiers, or property.
- 4.2. **Incident notification** The permit holder must notify Screen Auckland as soon as practicable of any notifiable event under the Health and Safety at Work Act 2015, or any other incident occurring on, in, or immediately adjacent to the permitted location that has affected, or could reasonably affect, public safety or public land.
- 4.3. **No approval of H&S systems** Nothing in this permit constitutes approval, endorsement or auditing of the permit holder's health and safety systems.

5. Access and directions

- 5.1. **Public access** The permit holder must maintain safe access and egress for residents, businesses and emergency services at all times, unless expressly authorised otherwise in this permit.

5.2. **Compliance with directions** The permit holder must ensure all participants comply immediately with any lawful direction from:

- NZ Police;
- Auckland Road Controlling Authority;
- authorised Auckland Council officers; or
- any other authorised enforcement officer in the execution of their duties.

6. Protection of public land, reinstatement and costs

6.1. **Preventing damage** The permit holder must take all reasonable steps to prevent damage to public land, facilities, infrastructure, vegetation, wildlife and other assets.

6.2. **Clean-up and removal** The permit holder must promptly remove all equipment, structures, materials and waste associated with the activity, and leave the location in a clean and tidy condition.

6.3. **Reinstatement** The permit holder is responsible for reinstating any damage arising from the activity to Auckland Council's reasonable satisfaction. If the permit holder fails to reinstate damage or complete clean-up within a reasonable timeframe, Auckland Council may arrange the work and recover its reasonable costs from the permit holder.

7. Insurance

7.1. **Requirement** The permit holder must hold public liability insurance if required by Screen Auckland based on the risk profile of the activity. If required, evidence of insurance must be provided in a form acceptable to Screen Auckland before the activity commences.

8. Indemnity

8.1. **Indemnity** The permit holder indemnifies Auckland Council and its Council Controlled Organisations against all losses, claims, liabilities, damages and expenses arising out of or in connection with:

- the permit holder's breach of permit conditions; and/or
 - the negligent acts or omissions of the permit holder, including those of the permit holder's contractors, personnel or participants,
- except to the extent caused by the negligence of Auckland Council.

9. Fees, charges and bond

9.1. **Payment** The permit holder must pay all applicable fees and charges associated with this permit and any services required for the activity.

9.2. **Bond** Auckland Council may require a bond where appropriate having regard to the nature and scale of the activity. Where a bond is required, it may be applied (in whole or in part) to cover reasonable costs arising from non-compliance, including clean-up and reinstatement.

10. Suspension, amendment and revocation

10.1. **Grounds** Auckland Council may amend, suspend or revoke this permit where:

- permit conditions are breached;
- the activity creates an unanticipated risk to public safety, public land, or adjacent occupiers; or
- required by law or necessary to give effect to statutory powers.

10.2. **Effect** If this permit is suspended or revoked, the permit holder must cease the permitted activity immediately, or as otherwise directed by an authorised officer.

11. General

11.1. **No waiver** Failure by Auckland Council to enforce any condition at any time does not constitute a waiver of that condition.

11.2. **Severability** If any provision of these Terms and Conditions is found to be invalid or unenforceable, that provision is severed and the remaining provisions continue in full force.