

Rules and Conditions for Filming on DCC Council Land

NOTE: The applicant is responsible for adhering to all the following conditions unless they are applying on behalf of a production company.

If the applicant is applying on behalf of a production company then that company is responsible for ensuring all the conditions below are adhered to.

1 NO TRANSFER:

This Permit is not transferable and must be produced on demand. Proof of identity may be required of the Applicant producing the Permit.

2 LOCATION:

Filming will be restricted to the area specifically identified as the “Location” at Schedule 1 and no other land. This Permit shall only apply to land owned or administered by the Dunedin City Council (Council) within the Location.

3 CHANGE IN USE:

The Applicant’s use of the Location shall be restricted to the specifics details at Schedule 1. The Applicant shall immediately inform the Property Manager of any proposed change to the details recorded at Schedule 1. Council retains the right to cancel this Permit should the notified changes result in substantial alteration to the details (in the opinion of the Council).

4 WATER BASED FILMING:

This Permit does not allow any water based filming unless specifically stated and also approved by Council and the Harbourmaster and owner of the water body, and will ensure proper water safety procedures will be adhered to.

5 DRONES:

This Permit does not allow use of remote controlled aircraft (including drones) unless specified. Refer to Civil Aviation Authority (CAA) website for details on certification for Drone use.

6 BARRIERS:

Where the Property Manager deems it necessary, the Applicant shall provide all barriers, fencing, and the like (which shall be free-standing) necessary for cordoning off the Location.

7 NUISANCE:

The Applicant shall not create undue nuisance from its activities at the Location and shall immediately cease any activity which could be considered undue nuisance (in the opinion of the Council) upon request by the Council or its Property Manager. The Applicant shall not bring the reputation of the Council into question as a result of its activities at the Location.

8 NOISE:

The Applicant shall comply with the decibel levels set out in the Dunedin City Council District Plan. If noise complaints are received then noise levels shall be reduced.

9 DIRECTIONS:

The Applicant shall comply with all reasonable instructions given by the Council or the Property Manager at any time.

10 SERVICES:

The Applicant shall be responsible for the identification of any underground/above ground services which may be affected by its activities and the obtaining of any relevant service authority's permission to operate below/above.

11 RUBBISH:

The Applicant shall collect and dispose of all rubbish and litter resulting from the use of the Location. If the Applicant fails to collect and dispose of all rubbish and litter by the expiry of this Permit then the Council shall be entitled to have the rubbish and litter removed and the cost of removal is to be borne by the Applicant, either by deduction from the Bond or payment direct from the Applicant. Any rubbish that can be recycled shall be.

12 DAMAGE:

Any damage to the Location, vegetation, structures, or other property or any loss incurred by any person whatsoever resulting from the Applicant's use of the Location, as determined by the Property Manager, is the responsibility of the Applicant and the Applicant is liable to pay all amounts as a result of such damage or loss to the Council (or as the Property Manager directs) and to do any other thing necessary to make good such damage or loss.

13 REPAIRS:

The Applicant shall be responsible for completing all physical repairs required by the Council within five days of being advised of those repairs by the Property Manager. The cost of all repairs shall be paid for by the Applicant.

14 FAILURE TO REPAIR:

If, after five days of being advised of the repairs, the damage is not repaired to the satisfaction of the Property Manager and the Applicant gives no acceptable reason for the delay in effecting the repairs, the Property Manager will arrange for the repairs to be carried out at the expense of the Applicant and the Bond (or part of it) will be forfeited to the Council to cover the costs of those repairs. If the Bond is insufficient to cover the cost of the repairs the Applicant shall pay to the Council any additional costs on demand.

15 REPAIR OF ROADS:

Any repairs in the formed road carriageway shall be undertaken by Council's contractors and any costs are to be an expense of the Applicant (Clause 15 above shall apply to such repairs).

16 INSURANCE:

The Applicant shall obtain public liability (inclusive of exemplary and pecuniary damages) insurance, with a reputable insurance company for a minimum sum of \$2,000,000.00 for any one accident whereby the Council shall be indemnified against all actions, suits, claims, demands, proceedings, losses, damages, compensatory sums of money, costs, charges and expenses for which the Council shall or may be liable. A copy of this policy shall be provided and approved by Council prior to the Application accessing the Location.

17 INDEMNITY:

The Applicant shall keep the Council indemnified against all claims, actions, losses, and expenses of any nature which the Council may suffer or incur or for which the Council may become liable in respect of:

1. the negligent or careless use or misuse by the Applicant or persons under the control of the Applicant of the Location;
2. any accident or damage to property or any person arising from any occurrence in or near the Location wholly or in part by reason of any act or omission by the Applicant or persons under the control of the Applicant ;
and
3. anything otherwise arising directly or indirectly from the use of the Location by the Applicant.

18 RISK:

Council shall have no liability whatsoever for the actions of the Applicant pursuant to the granting of this Permit and the Applicant acknowledges that the Applicant occupies the Location at its own risk in all things.

19 ROADS:

This Permit does not allow roadway filming unless specifically stated and also approved by Council roading engineers. This Permit also does not allow filming in Council carparks or authorise the closure of legal roads. For any filming carried out on legal formed roads in the Dunedin City Council, the Applicant must arrange for an agent approved by Council to undertake temporary traffic control and to have a traffic management plan approved in writing by Council's engineering department prior to the commencement of filming. The Applicant is responsible for providing suitably qualified and identifiable marshals for traffic control to the satisfaction of Council.

20 HEALTH AND SAFETY:

The Applicant shall ensure that all persons present at the Location during the term of this Permit comply with The Code of Practice for Safety and Health in the NZ Film and Video Production Industry and the Code of Practice for the Engagement of Crew as outlined in the Blue Book, and The Health and Safety Workers Act 2015 (HSWA) or any legislation passed in substitution of that Act. If requested by the Property Manager, the Applicant must submit a Health and Safety Plan (audited by a person accredited by the Ministry of Business Innovation and Employment) to Council prior to entering the Location and shall ensure compliance with this plan during the term of this Permit. The Council considers the Applicant to be in control of the Location during the term of this Permit and the Applicant shall take all practical steps to prevent any harm occurring. The Applicant is responsible for the safety of all users of the Location during the term of this Permit. An audit may be carried out by Council at any time during the term of this Permit to ensure compliance with the HSWA 2015.

21 HAZARDS:

Hazards may be present at the Location or may arise as a result of the Applicant's activities at the Location. The Applicant shall, prior to entering the Location, identify and notify the Property Manager of all hazards identified and the procedures to be put in place by the Applicant to prevent/isolate such hazards. Where accidents, incidents or near misses occur at the Location the Applicant will immediately notify the Property Manager and advise the procedures that are being put in place to prevent further similar events.

22 PUBLIC:

The Applicant shall not cause any undue inconvenience to traffic or pedestrian flows in or around the Location and pedestrians must never be forced to step onto a roadway without

adequate protection from vehicles. Building and driveway access and egress must be kept clear at all times. Undue nuisance is nuisance that is not reasonably expected from the exercising of the activity covered by this permit.

23 CONSULTATION:

The Applicant shall inform residents and businesses affected by the Applicant's use of the Location at least 48 hours prior to the activity. Such information shall include a simple text flyer delivered to each house or business in the affected area and the flyer shall include the following:

1. description of the activities to be carried out at the Location;
2. duration of the activity (including pack in pack out); and
3. name of the Applicant and contact details.

24 SUSPENSION:

If the Council is not satisfied that the Applicant is complying with its obligations under this Permit then it may temporarily suspend this Permit for such period of time until the Council decides that the Applicant is complying with its obligations. The Applicant shall cease all activities at the Location during any period of suspension.

25 COMPLIANCE:

This Permit is not a consent under any other statute, regulation or bylaw affecting the Location or its use and the Applicant shall, prior to entering the Location, obtain all necessary consents (including resource consents), licences and other permits necessary to allow it to carry out filming pursuant to this Permit. In the event that the Applicant fails to hold such valid consent, licence or permit, then the operation of this Permit shall be suspended until such time as the Applicant holds such valid consent, licence or permit, and the Applicant will vacate the Location during such suspension.

26 RESTRICTED ACCESS:

If due to any fire, storm, earthquake, emergency or disaster, whether man-made or not, or for any other reason the Location is not available, the Council's liability under this Permit is limited to refunding the Fee to the Applicant.

27 REGULATORY FUNCTION:

Nothing in this Permit shall be read as limiting or otherwise affecting the proper and valid undertaking or exercise of any regulatory or statutory power or function by the Council or any part of its operations.

28 NO BINDING CONTRACT:

The Council shall not be obliged to grant this Permit until such time as:

1. it receives the fully completed and executed Permit from the Applicant; and
2. the terms of the Permit are approved by Council (in its sole discretion).