**SCHEDULE 2: TERMS AND CONDITIONS**

DEFINITIONS

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**Applicant –** the person(s) or organisation named in Schedule 1 under Applicant’s Details, responsible for applying for the Permit and/or delivering the Production

**Location –** the area or space designated by the Council as the approved location for the Production

**Production –** the film production that is the subject of the application and Permit. For information on the criteria for low, medium, and high impact productions, please consult Council’s **WEBSITE**

**1. No transfer:** Any Permit issued as a result of this Application 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. The Permit only applies to land owned or administered by the Queenstown Lakes District Council (Council) within the Location. Council is unable to issue permits for land that is does not own or control.

**3. Change in use:** The Applicant’s use of the Location is restricted to the specific details at Schedule 1. The Applicant must immediately inform the Council of any proposed change to the details recorded at Schedule 1. Council retains the right to cancel the Permit should the notified changes result in unacceptable alteration to the details (in the opinion of the Council).

**4. Insurance:** The Applicant must take out and keep current, the following insurance policies with a reputable insurance company:

**a)** For all Productions: Public liability insurance (inclusive of exemplary and pecuniary damages) for a minimum sum of $2,000,000.00 each for any one accident; noting higher risk productions may require a larger sum;

whereby the Council must be indemnified against all actions, suits, claims, demands, proceedings, losses, damages, compensatory sums of money, costs, charges, and expenses for which the Council must or may be liable, including without limitation all claims or losses which are covered under the Applicant’s insurance.

A copy of these policies must be provided to Council with this application. **5. Water based filming:** The Permit does not allow any water-based filming unless specifically stated in the Permit special conditions and also separately approved by Council, the Harbourmaster and owner of the water body.

**6. Drones:** The Permit does not allow use of remote controlled aircraft (including drones) unless specified and a copy of the Unmanned Aircraft Operator Certification (Part 102) is provided. Refer to Civil Aviation Authority (CAA) website for details on certification for Drone use.

**7. Barriers:** Where the Council deems it necessary, the Applicant must provide all barriers, fencing, and the like necessary for safely cordoning off the Location.

**8. Nuisance:** Activities which may cause a nuisance, disturbance, endanger life or health, adversely impact the environment, business, or trade within the Location, or adversely impact Council’s reputation are not permitted on Council property. Upon request by the Council, the Applicant must immediately cease any activity which could be considered to fall into one of these categories.

**9. Noise:** The Applicant must comply with the decibel levels set out in the Queenstown Lakes District Council District Plan. If noise complaints are received then noise levels must be reduced to acceptable levels.

**10. Comply with all laws:** The Applicant must comply with all:

**a.** relevant planning instruments and policies, plans of management and other policies relating to the Location;

**b.** laws, including local laws, by-laws, and all other legal requirements relevant to the operation of the Production and use of the Location and to ensure that all employees, agents, and other persons associated with the Production also comply;

**c.** all lawful directions of the Council in relation to the Production and use of the Location.

**11. Approvals:** The Applicant will obtain and comply with the terms of all relevant permits, agency and regulatory approvals required to conduct the Production and ensure that the permits remain current for the duration of the Production.

**12. Minimise Environment Impact:** The Applicant will ensure minimal environmental impact arising from the Production.

**13. Operational Costs:** The Applicant is responsible for all operational costs associated with conducting their Production.

**14. Emergency Plans:** The Applicant’s strategies for emergency and risk management must comply with all applicable legislative and regulatory requirements.

**15. General Public Safety:** The Applicant must ensure that the Production and Production operations do not jeopardies the health and safety of the general public.

**16. Public:** The Applicant must 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.

**17. Health and Safety at Work:** The Applicant must conduct the Production in a healthy, safe, and reliable manner and must comply with all aspects of the Health and Safety at Work Act 2015 (HSWA), any Regulations, Codes of Practice, Guidelines, Factsheets, and any amendments to the legislation.

**18. Hazards:** Hazards may be present at the Location or may arise as a result of the Applicant’s Production activities at the Location. The Applicant must make its own assessment regarding such hazards and determine the appropriate measures to mitigate such hazards impacting its use of the Location. If any accidents, incidents or near misses occur at the Location, the Applicant must immediately notify the Council in writing.

**19. Infrastructure:** The Applicant is responsible for providing any services or infrastructure related to the Production. All infrastructure and necessary services are the responsibility of the Applicant.

**20. Services:** The Applicant is responsible for the identification of any underground/above ground services which may be affected by its activities and the obtaining of permission from any relevant service authority to operate below/above.

**21. Rubbish:** The Applicant must 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 the Permit then the Council is 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 Applicant’s credit card (up to a maximum of the Bond Amount) or payment direct from the Applicant. In accordance with the Council’s waste minimisation policy, recycling of rubbish is required, if possible.

**22. Damage:** Any damage to the Location, vegetation, structures, roads or other property or any loss incurred by any person whatsoever resulting from the Applicant’s use of the Location, as determined by the Council, 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 and to do any other thing necessary to make good such damage or loss. If there is any damage to any park, open space, footpath or street or need for additional cleaning as a result of the Production, these costs will be charged to the Applicant. Payment will be either by deduction from the Applicant’s credit card (up to a maximum of the Bond Amount) or payment direct from the Applicant.

**23. Roads:** The Permit does not allow roadway filming unless specifically stated in writing and also approved in writing by Council roading engineers. The 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 Queenstown Lakes District, 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.

**24. Consultation:** The Applicant must inform residents and businesses affected by the Applicant’s use of the Location at least 48 hours prior to the activity. Such information must include a plain text flyer delivered to each house or business in the affected area and the flyer must include:

**(a)** description of the activities to be carried out at the Location;

**(b)** duration of the activity (including pack in pack out); and

**(c)** name of the Applicant and contact details.

**25. Claims:** All claims in connection with the Production are the sole responsibility of the Applicant and, except to the extent required by law (including the Fair-Trading Act), the Council otherwise has no liability for the Production or its operation.

**26. Own Risk:** The Applicant occupies and uses the Location for the Production at the Applicant’s own risk. The Applicant should make its own enquiries about the suitability of the Location as a venue for the Production. The Council does not take responsibility for any loss or damage to any infrastructure and equipment associated with the Production. All infrastructure and equipment that is at the Location is at the Applicant’s risk.

**27. Release:** The Applicant releases to the full extent permitted by law the Council and the Council’s employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Location.

**28. Indemnity by Applicant:** 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:

**a.** the negligent or careless use or misuse of the Location by the Applicant or persons under the control of the Applicant;

**b.** 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

**c.** anything otherwise arising from either the use of the Location by the Applicant and/or the Production.

**29. Limitation and Exclusion of Liability:** To the extent permitted by law, the Council will not be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings resulting from the Applicant’s access to, or use of, or inability to use the Location and its infrastructure whether based in contract, tort, negligence, statute or any other legal theory, and whether or not the Council knows of the possibility of such damage. To the extent permitted by law, the Council’s liability for any loss or damage relating to any actionable wrong of any kind is limited to five times the total Permit fees paid to the Council in connection with the Permit or $1000NZD, whichever is greater.

**30. Suspension:** If the Council is not satisfied that the Applicant is complying with its obligations under the Permit then it may temporarily suspend the permit for such period of time until the Council decides that the Applicant is complying with its obligations or permanently cancel the Permit. The Applicant must cease all activities at the Location during any period of suspension or cancellation of the Permit and is not entitled to any pro rata refund of the Permit fee.

**31. Compliance:** The Permit is not a consent under any other statute, regulation or bylaw affecting the Location or its use and the Applicant must, prior to entering the Location, obtain all necessary consents (including resource consents), licenses and other permits necessary to allow it to carry out filming pursuant to the Permit. The Applicant represents and warrants that they hold all such valid consents, licenses or permits.

**32. Restricted access:** If any reason within the Council’s reasonable control, the Location is not available during the agreed schedule relating to the Permit, the Council’s liability is limited to refunding the Permit Fee to the Applicant.

**33. Regulatory function:** Nothing in the Permit should 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.

**34. Right to deduct:** The Council is entitled to deduct from the Applicant’s credit card any costs incurred in remedying any breach of the terms of the Permit and/or the provisions of the Reserves Act 1977 by the Applicant up to a maximum of the Bond Amount. This is without prejudice to the Council’s right to exercise any other remedy available to it at law (including but not limited to the right to enforce penalties for offences committed under the Reserves Act 1977).

**35. Bond Credit Card Authorisation Form:** If required by Council, The Applicant must complete and sign the Bond Credit Card Authorisation Form annexed to the Permit prior to submitting the Permit to Council for approval. By entering into the Permit and the Bond Credit Card Authorisation Form, the Applicant expressly and irrevocably authorises Council to deduct all amounts payable by the Applicant, and all costs incurred by Council, under the Permit from the Applicant’s Credit Card, up to a maximum of the Bond Amount noted in Schedule 3.