



COMMERCIAL FILMING AND PHOTOGRAPHY STANDARD CONDITIONS

The following conditions apply to all filming and photography licences issued by the NSW National Parks and Wildlife Service (NPWS), part of the Office of Environment and Heritage (OEH). By signing a Commercial Filming and Photography Application Form you acknowledge that you have read, understood and accept these conditions.

1. Approval

- 1.1 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.
- 1.2 Approval is granted for the term specified in the Application only.
- 1.3 Approval is only granted when all applicable fees, including the Environmental Management Bond have been paid, insurance cover is sighted and the Application has been signed both the Applicant and a Delegated Officer.

2. Fees and Charges

- 2.1 Fees will be levied in accordance with the NPWS *Commercial Filming and Photography Fee Schedule*.
- 2.2 The Applicant may be required to pay an Environmental Management Bond.
- 2.3 OEH will retain part of or the entire bond to cover any unexpected costs that result from the conduct of the Activity. Additional unforeseen fees or charges (e.g. unplanned time delays, additional supervision incurred after the Agreement is signed etc) will be deducted from the Environmental Management Bond. Any damage caused as a result of the Activity over and above the amount of the bond will incur a financial penalty for the cost of restoration work.
- 2.4 Vehicle entry fees, where they apply, are payable upon entering the park, with the exception of one (1) motor vehicle, which is included in the Application and Assessment Fee.
- 2.5 Clause 2.4 does not apply to small scale commercial photography annual registrations where vehicle entry fees are payable for all vehicles.

3. Insurances and Indemnities

- 3.1 A minimum public liability insurance of \$10 million must be held by the Applicant. Higher insurance cover may be required depending on the scale, nature and location of the activity, as well as the potential risk of injury to the general public and the potential environmental impact.
- 3.2 A copy of the policy or a certificate of currency must be submitted with the Application.
- 3.3 The Applicant is required to have adequate insurance cover for themselves and their equipment.
- 3.4 OEH is not liable for any loss or injury to the Applicant's party or equipment.
- 3.5 The Applicant will indemnify and keep indemnified the Minister for the Environment, the Department of Premier and Cabinet 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.

- 3.6 The Applicant's indemnity under Clause 3.5 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 OEH in respect to any such obligations.
- 3.7 The Applicant's liability to indemnify OEH 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 OEH.
- 3.8 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.
- 3.9 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. Release

- 4.1 The Applicant agrees to release to the full extent permitted by law the Minister for the Environment, the Department of Premier and Cabinet 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 Department of Premier and Cabinet 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.

5. Vehicle and Location Use

- 5.1 The Applicant must make all reasonable effort to contact park management before entering the park to commence the approved Activity.
- 5.2 The Applicant will not use any location other than that specified in the Approval.
- 5.3 Vehicle access to the location/s must be in accordance with the Approval and the conditions to which the Approval is subject.
- 5.4 Vehicles use of the location/s must be in accordance with the Approval and the conditions to which the approval is subject.
- 5.5 The Applicant will comply with all directions of OEH staff in relation to the conduct of the Activity.
- 5.6 The Applicant will light fires only in approved fireplaces and will abide by all park conditions for the lighting of fires.
- 5.7 The Applicant will camp only in approved areas and under conditions that apply to members of the public. Camping fees are additional to fees associated with the Application.
- 5.8 Only those structures specified in the Approval may be erected, and all structures must be removed once the Activity is complete.

- 5.9 The Applicant must ensure that all areas in the park/s affected by the Activities must be left in the condition they were in prior to the commencement of the Activity.
- 5.10 All equipment must be removed at the end of Activity.
- 5.11 The Applicant will not cause, allow or suffer to occur any unlawful, noxious or offensive use, act, trade, business, occupation or calling.

6. Variation of Approval

- 6.1 OEH reserves the right to vary the Approval, and the conditions to which the Approval is subject, for operational or other management reasons.

7. Rescheduling by the Applicant

- 7.1 If it is necessary for the Applicant to re-schedule the Activity, the Delegated Officer must be notified as soon as possible and the new date/s agreed to by both parties.
- 7.2 Any reasonable cost incurred by OEH associated with rescheduling may be recovered from the Applicant (for example the cost of contracted casual staff).

8. Breach of Conditions of the Approval

- 8.1 The Applicant must comply with all legislation and will be subject to all penalties for breaches of legislation administered by OEH.
- 8.2 Any breach of the conditions of the Approval may result in cancellation of the Approval, refusal of future applications and the imposition of penalties prescribed in the relevant legislation.

9. Termination of Approval

- 9.1 The Delegated Officer has the authority to terminate the Approval at any time, in writing.
- 9.2 The Applicant does not have the right to claim damages against OEH for loss of business, financial loss, or any other loss, as a result of termination of the Approval.
- 9.3 In the event of termination the Application and Assessment Fee will not be refunded.

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

- 10.1 OEH reserves the right to view all film or photographic material (including scripts) in which a logo directly associated with NPWS or OEH will appear.

11. Copyright and Acknowledgements

- 11.1 Under this Agreement, the copyright ownership of film footage and photographs resides with the Applicant.
- 11.2 Where OEH requires acknowledgement that it has provided assistance for the Activity it will be acknowledged in the following way:
Produced with the assistance of the Office of Environment and Heritage
- 11.3 Where OEH requires acknowledgement of the location of the Activity it will be acknowledged in the following way:
Filmed on location atNational Park / Historic Site (as applicable)
- 11.4 A trailer must also be included that states that the conservation values of the area/s were maintained throughout the Activity:
No environmental damage was incurred on location. The conservation values of the area have been preserved.

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

12. Other Responsibilities of the Applicant

12.1 The Applicant must:

- (a) Carry the signed Approval with them at all times while carrying on the approved Activities;
- (b) Comply with any Additional Conditions imposed by OEH. Details of any Additional Conditions will be provided by the Delegated Officer in writing at the time Approval is granted;
- (c) Obey any reasonable directions of any OEH 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;
- (d) Comply with by all relevant legislation;
- (e) Ensure that no flora, fauna, natural or cultural features, infrastructure or facilities are disturbed or damaged in any way.