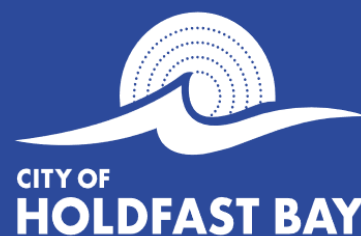


# FILMING PERMIT TERMS AND CONDITIONS



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## 1. DEFINITIONS

### **Approval**

A written order issued by the City of Holdfast Bay, granting special permission to conduct your event in accordance with the terms and conditions.

### **Approval Holder**

The individual or organisation named on the Filming Application as responsible for the activity.

### **Filming Application**

The application form completed to apply for permission to film on Council land or facilities.

### **Council**

Refers to the City of Holdfast Bay.

### **Events Team**

The City of Holdfast Bay Events Team, responsible for reviewing and issuing Filming Approvals.

### **Public Liability Insurance**

A policy insuring against liability for personal injury or property damage arising from filming activities.

## **2. GENERAL**

- Submission of a Filming Application is a registration of interest only and does not guarantee approval.
- Final Filming Approval is granted only once the Application has been reviewed and written approval issued by the Events Team.
- A permit fee from \$300 applies to commercial filming. The fee is subject to filming impact and is at the discretion of the Events Team.
- All fees must be paid in full prior to the filming date.
- Failure to pay required fees may result in cancellation or withholding of approval; Council accepts no liability for losses arising from such cancellation.
- The Filming Approval is non-transferable and valid only for the date, time, location, and activity specified.
- Approval Holders must hold any licences or registrations required to carry out the authorised filming activity.
- Use of adjacent areas not covered by this Approval must not be obstructed and remains subject to separate approvals.
- Council reserves the right to refuse or revoke approval at its discretion, including for incomplete applications, undesirable impacts, resource or experience concerns, controversial content, conflicts with other activities, or inconsistency with Council values and objectives.

## **3. INDEMNITIES AND INSURANCES**

### **PUBLIC LIABILITY INSURANCE**

- The Approval Holder agrees to indemnify, and keep indemnified, the Council, its officers, employees, and agents against all actions, costs, claims, damages, charges, and expenses arising from or in relation to the issuance of the Filming Approval.
- The Approval Holder must maintain current Public Liability Insurance of at least \$20,000,000, covering the specified filming activities. Proof of currency must accompany the Application; final approval will not be issued until Council has receipted the Certificate of Currency.

### **LIMITS ON COUNCIL'S LIABILITY**

The Approval Holder agrees to indemnify and to keep indemnified the Council, its servants and agents and each of them from and against all actions, costs, claims, charges and expenses whatsoever which, may be brought or made or claimed against them or any of them arising out of or in relation to the issuing of an approval to conduct a filming activity on property under the care, control and management of Council. The Council is not responsible for any loss of or damage to any fixtures, fittings or personal property of the Approval Holder.

## **4. OPERATIONAL REQUIREMENTS**

### **RISK MANAGEMENT PLAN**

A comprehensive Risk Management Plan, addressing all potential hazards and controls associated with the filming activity, must be submitted to the Events Team at least two (2) weeks prior to the scheduled filming date. Any material changes to your filming proposal must be accompanied by an updated Risk Management Plan. Final Filming Approval will not be issued until the Plan is received and approved.

### **FILMING LOCATION MAPS**

A detailed site map or plan indicating the exact locations and boundaries of all filming operations—including set positions, equipment placement, vehicle ingress/egress routes, and staging areas—must accompany the Filming Application. Approval is based on this layout; any subsequent alteration requires prior written consent from the Events Team .

### **STRUCTURES AND EQUIPMENT**

No structures, props, sets, signage or equipment may be erected, installed or affixed within the approved area(s) without prior written approval from the Events Team .

### **LEGAL COMPLIANCE**

The Approval Holder must obtain and comply with all notices, consents, licences or permits required under any relevant legislation, regulation or by-law, and ensure these are maintained for the duration of the filming activity.

## **5. SAFETY AND LICENSING**

- All electrical equipment used during filming must be tested, tagged, and fitted with approved cable covers to prevent hazards; leads must not create trip risks. Council may require disconnection or removal of unsafe equipment.
- Approval Holders must comply with SafeWork SA guidelines. Any serious incident must be reported to SafeWork SA (1800 777 209) and Council advised of the report.

## **6. CLEANING AND WASTE MANAGEMENT**

- The site must be left clean and tidy at the conclusion of filming; all debris, equipment, and signage must be removed.
- Approval Holders are responsible for any damage to Council property attributable to filming and will incur cleaning or repair costs as necessary.

## **7. ROAD CLOSURES AND TRAFFIC MANAGEMENT**

- Approval Holders must seek prior written approval for any vehicles accessing foreshore, reserves, or other Council land; vehicle details must be supplied in the Application.
- Essential vehicles may remain on-site only if deemed vital by the Events Team and subject to issued permits; unauthorised vehicles must vacate immediately.

For any filming activity that changes normal traffic or pedestrian conditions—such as road or footpath occupations, temporary closures, lane shifts, parking restrictions or detours—the Approval Holder must engage an approved traffic management provider to prepare and submit both a Traffic Guidance Scheme (TGS) and/or a Pedestrian Management Plan (PMP). These plans must be lodged with, and approved by, the Events Team and relevant authorities (e.g. SAPOL Traffic Planning) within the required lead times. All costs for planning, signage, advertising, implementation and supervision are borne by the Approval Holder, and approved notifications must be distributed to affected residents and businesses at least 14 days prior to the filming date.

## **8. ENVIRONMENTAL HEALTH**

- Approval Holders must control noise to minimise disturbance to residents and businesses, in accordance with the Environment Protection Act noise guidelines.
- Council may cancel approval and may be reluctant to consider future applications from organisations that fail to acquaint staff & subcontractors of their noise obligations.

## **9. COUNCIL GROUNDS AND FACILITIES**

- The Approval Holder must protect Council lands and assets; no pegging into grounds, attachment to trees or structures, or installations within one metre of irrigation or underground services, unless services have been located, marked, and consent obtained.
- Locating and marking of services other than irrigation is the Approval Holder's responsibility; damage to irrigation or other services will be at the Approval Holder's cost.

## **10. CANCELLATION**

- If inclement weather is expected, Council in consultation with the Approval Holder will decide whether filming proceeds in the interests of public safety.
- If no cancellation discussion occurs before the filming date, the filming is assumed to have taken place, and no refund will be offered.
- Approval may be revoked by Council if the Approval Holder fails to comply with any condition in these Terms & Conditions or for other justifiable circumstances; the Events Team decision is final.