



# FILM PERMIT APPLICATION

## Schedule 1:

### APPLICATION DETAILS

Submission Date:	Name of Production:
Type of Production: <i>E.g. Documentary, Feature Film, Music Video, Online/Social Media, Photo Shoot / Stills, Student, TV Commercial, TV Series, TV Content, Web Series, Short Film, Corporate Video or Educational.</i>	Other?
Description: <i>Include context and details of the production</i>	

### CONTACT

Contact Name:	Mobile:
Alternative Contact:	Mobile:
Email Address:	
Production Company:	Region:

### INVOICE DETAILS

If same as above leave blank and include Billing Address.

Name & Company:	Attn:
Phone Number:	Email:
Billing Address:	

### LOCATION DETAILS

Location of Filming:  
*Provide both a street address with detailed description and a Site Map to identify shoot area, camera and lighting setup, parking etc.*

Please screenshot site map using [QLDC GIS map](#) Click Here OR [Google Maps Satellite View](#)

Filming on or over a road or footpath? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, has a TMP been submitted?
Filming on or in a waterway? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, had the Harbour Master been notified?
Further information regarding roads/footpaths or waterways:	

## PRODUCTION DETAILS

Description of action being filmed:  
*Eg. Actor walking down street talking on the phone*

Number of persons on location:  
*Inc crew, cast, extras, client, agency, vendors, security etc*

Shoot Start Date:  
*Inc set up*

Shoot Start Time:

Shoot Finish Date:

Departure Time:  
*After pack down*

Weather cover Dates/ Times:  
*Please include possible dates and times for weather cover*

Details of Equipment:  
*Eg. Lighting, Generators, Dolly/ Camera track, handheld camera*

Use of Drones and UAV's:

*If yes, please provide filming and certification details.*

QLDC requires all Drone and UAV operators to hold a **CAA Part 102 Certification**. This must be included as an attachment to the application.

Significant Props, Location Dressing and Special Effects:  
*Eg: Smoke, Rain, Explosions, Fire, Animals, Plants, Water*

Temporary Structures:  
*Eg. Marquees, Ezy ups*

Amplified Sound:  
*Eg. Loud Noises and Projected Sound*

Access & Facility Requirements:  
*Will the production require access through gates or the use of public facilities eg. toilets?*

Parking:  
*Number and type of vehicles on set. If Parking within permitted area please include a map with layout.*

Note: If **Temporary Parking Permits** are required please click [here](#) to apply

Consultation & Affected Persons:  
*Refer to Clause 23. Eg. Harbour Master, LINZ, DOC, Local Business, Private land owners. Please attach any relevant documentation or communication*

Completed Application form

Location Map showing shoot set up and parking arrangements

Valid Insurance Certificates (Refer to Clause 16)

Health and Safety Plan (Including Covid-19 consideration)

Consultation Documentation

TMP and Drone Certificates (If Applicable)

**LIABILITY FOR PAYMENT – Please note that by signing and lodging this application form you are acknowledging that the contact details in the invoicing section are responsible for payment of invoice/s and in addition will be liable to pay all costs and expenses of debt recovery and/or legal costs incurred by QLDC related to the enforcement of any debt.**

All applications are to be lodged to [services@qldc.govt.nz](mailto:services@qldc.govt.nz)

Email titled: **FILM PERMIT - (followed by PRODUCTION NAME)**

**PAYMENT**

Office Use Only:

Applicable Fee chargeable per day:

See **Film Permits** on the QLDC website for further information on fees and permits.

Reference:

Bond Amount Required:

Has a bond form been lodged?

Yes

No

**PRIVACY INFORMATION**

The information you have provided on this form is required so that your application can be processed. The information and application documents will be stored on a public register and may be made available to the public on request or on the Council's websites.

**Office Use Only:**

## APPLICANT DECLARATION

*The Council relies on the information contained in this application being complete and accurate. The Applicant must take all reasonable steps to ensure that it is complete and accurate and accepts responsibility for information in this application being so.*

**If lodging this application as the Applicant:**

I/we hereby represent and warrant that I am/we are aware of all of my/our obligations arising under this application including, in particular but without limitation, my/our obligation to pay all fees and administrative charges (including debt recovery and legal expenses) payable under this application as referred to in the QLDC Community Facility Funding Policy 2019 and QLDC Tiered Film Permit Fee Schedule 2022

OR:

**If lodging this application as agent of the Applicant:**

I/we hereby represent and warrant that I am/we are authorised to act as agent of the Applicant in respect of the completion and lodging of this application and that the Applicant is aware of all of his/ her/its obligations arising under this application including, in particular but without limitation, his/her/ its obligation to pay all fees and administrative charges (including debt recovery and legal expenses) payable under this application as referred to in the QLDC Community Facility Funding Policy 2019 and QLDC Tiered Film Permit Fee Schedule 2022

Signed (by or as authorised agent of the Applicant) \*\*

Full name

Date

*\*\*If this form is being completed on-line you may not be able to sign this form and the on-line lodgement will be treated as confirmation of your acknowledgement and acceptance of responsibilities and liabilities and that you have made the above representations, warranties and certification.*

## Schedule 2:

### RULES AND CONDITIONS

**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 Queenstown Lakes District 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 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.
- 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 Queenstown Lakes District 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 Applicant's credit card (up to a maximum of the Bond Amount) 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 Council may deduct from the Applicant's credit card all costs incurred to cover those repairs up to a maximum of the Bond Amount.
- 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 14 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:
  - (a) the negligent or careless use or misuse by the Applicant or persons under the control of the Applicant of the Location;
  - (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 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 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.
- 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 at Work Act 2015 (HSWA) or any legislation passed in substitution of that Act. 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.
- 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:
- (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.
- 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:
- (a) it receives the fully completed and executed Permit from the Applicant; and
  - (b) the terms of the Permit are approved by Council (in its sole discretion).
- 29/ Right to deduct:** The Council shall be entitled to deduct from the Applicant's credit card any costs incurred in remedying any breach of the terms of this 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).
- 30/ Bond Credit Card Authorisation Form:** If required by Council, The Applicant shall complete and sign the Bond Credit Card Authorisation Form annexed to this Permit prior to submitting this Permit to Council for approval. By entering into this 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 this Permit (including but not limited to those charges specified in conditions 11 to 15) from the Applicant's Credit Card, up to a maximum of the Bond Amount noted above.

## QLDC CONCLUSION

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It is important the Applicant reviews and obides by all special conditions upon the conclusion of this application. **QLDC's decision is final**

**Approved**

**Declined**

Approved on behalf of QLDC:

Date:

Full name

Position