

CITY OF WHITEHORSE FILMING AND STILLS TERMS AND CONDITIONS

1. Any individual, company or other organisation (the Applicant) wishing to undertake filming or commercial stills photography within the City of Whitehorse for a period of time (the Period) must complete a Filming Application (Application) and submit the Application to Whitehorse City Council (Council) for approval. If approved, Council will issue a Film and Stills Photography Permit (the Permit) to the Applicant after payment of applicable fees and other charges.
2. All activities associated with the Permit must comply with all relevant Acts and Regulations (including the *Filming Approval Act 2014*) and Council's Local Law and the requirements of any other authority having jurisdiction over the area where filming is to take place.
3. A complete Application including all relevant documentation must be submitted to Council no later than ten business days before the date of filming or fifteen business days if the Application is for filming outside of curfew hours.
4. *Filming Curfew*

Filming is not permitted between midnight and 6:00am. Unless Council approves a variation in writing, filming must only occur between the times specified in the Permit. In instances where the Applicant wishes to film outside the permitted filming hours in residential or built up areas, a request must be submitted to Council at least **15 business days before** the intended date of filming. Council will assess the impact of the Application and give permission for the Applicant to notify all affected parties in writing. Residents must be invited to respond to Council by a due date. A copy of the notification and a list of those notified must be forwarded to Council. If Council receives objections by the due date, the Application may be declined. Once permission to lift the curfew has been granted, the Applicant shall letter drop the affected area to ensure all affected parties are kept informed of the proposed activity.
5. The Applicant warrants that all information provided in or attached to the Application is true and correct and that no material or relevant information has been omitted.
6. The Applicant shall provide 10 business days' notice for requested reserved parking applications. Maps indicating the location and number of parking spaces required must be supplied. Assistance will not be provided by Council for reserved parking in busy areas, unless neighbouring traders/residents are provided with adequate notice.
7. The Applicant shall hold (and maintain for the period of the Permit) a public liability insurance policy for a minimum of AUD\$10,000,000 cover. Evidence of insurance cover in the form of a Certificate of Currency must be attached to the Application and must be produced when requested by Council.
8. The Applicant must obtain written permission from Council to install any tents or marquees in Council parks or open spaces and must consult with Council to avoid damage being caused to Council infrastructure and assets e.g. underground sprinkler systems, plumbing etc.
9. The Applicant shall inform the Victoria Police Film and Television Office of any filming activity that may be of concern or interest to Victoria Police. This includes all filming planned for public open space, any filming on roadways or use of a low loader and tracking shots on roads in general, and in particular, filming that requires the use of firearms, imitation firearms or special effects.
10. The Applicant must notify in writing, affected properties in the immediate vicinity of the location, and must be given reasonable time to respond to the Applicant. A copy of the notification and those notified must be attached to the Application.
11. The Applicant must remove all personal property and rubbish from the location and restore the location to the condition it was in prior to filming.
12. The Applicant shall not allow any wilful damage or permanent alterations to the locations or contents of the location without written permission from Council.
13. The Applicant shall immediately report any damage to effected parties and will bear all costs associated with repairing damage caused by filming activities and expenses associated with advertising, traffic control, road closures and any other reasonable costs incurred by Council in facilitation of the Application.
14. The Applicant shall indemnify Council against all claims or suits of any kind whatsoever against Council for loss, damage or injury of any kind arising out of the acts or omissions of the Applicant, its employees, agents or otherwise.



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15. The Applicant acknowledges that it conducts filming entirely at its own risk and hereby releases to the fullest extent permitted by the law, Council and its servants, agents and contractors, in the absence of any wilful default on their part, from all claims of every kind resulting from any accident, death or injury occurring at the location to any person or property.
16. The Applicant has the option to represent the location under its proper title (if any); as another actual place or property; or, as a fictional place; and all copyright in any images or sounds recorded or made at or of the location rests with the Applicant who may use or not use the same on, in relation to or in connection with the subject matter in any way the Applicant deems fit.
17. The Applicant must ensure that traffic management plans comply with the *Road Management Act 2004*. Further details regarding this particular Code can be obtained by contacting VicRoads Regional Traffic Engineers.
18. Production vehicles shall not arrive at the location earlier than the time stipulated on the Application. After completion of filming, all vehicles and personnel shall depart the location as soon as possible. Any task not specifically linked to the location shall be completed elsewhere.
19. The Applicant must ensure that all dangerous substances and articles to be brought onto the location are listed as such in the Application. Before a Permit is issued, the Applicant may be required to provide a safety report in regard to the proposed filming activities in accordance with the relevant film and television codes and relevant occupational health and safety legislation. A copy of the safety report shall accompany the Application.
20. Council is entitled to have a representative present at the location at all times (as a non-paid observer except in the situation where the nature of the filming requires a Council representative to be present). Any authorised Council officer may ask the Applicant to produce a copy of the Permit.
21. The Applicant shall ensure that all crew, cast and other persons in its employ follow reasonable directions given by Council or its delegate and be courteous and polite to the general public.
22. The Applicant will not portray Council as endorsing or supporting any products or service or any views, opinions, attitudes or ideas suggested, conveyed, advertised, canvassed, depicted, or otherwise expressed, without prior written consent from Council.
23. The Applicant will, if requested by Council, acknowledge the assistance of Council in the production, as mutually agreed in writing.
24. The Applicant shall comply with all statutory obligations relating to matters of occupational health and safety, WorkSafe Victoria and any other statutory or regulatory requirements.
25. Should the Applicant need to return to the location for re-shooting, or because of weather delays, permission for further access will not be unreasonably withheld.
26. The Applicant shall pay a bond to Council, not less than 24 hours prior to the filming date if requested to do so by Council. This bond may be used by Council, at its sole discretion, to repair any damage or replace any losses as a consequence of the filming, including unpaid fees or service charges. The balance, less deductions made in accordance with the terms and conditions, will be refunded within 14 days of completion of filming at the location.
27. The Permit is the entire agreement between the Applicant and Council, and no external document or oral statement will be admitted in evidence to amend, alter or vary it.

APPLICATION FEES

A standard fee is applied for filming within the City of Whitehorse limited to those areas under the Council's jurisdiction. A lower fee applies to commercial stills photography.

There is an initial charge for the first day of filming for any one project. A daily rate applies for any subsequent days. The phrase 'any one project' means: one feature film, one television commercial, one season of a television series or one season of a television serial.



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Filming Fees (GST free) as at 1 July 2018

\$580.00 for the first day
\$385.00 for half day (4 hours)
\$145.00 for subsequent days to a full day

Commercial Stills Photography Fees (GST free) as at 1 July 2018

\$300.00 for the first day
\$175.00 for half day (4 hours)
\$120.00 for subsequent days to a full day

Unit base only (GST free) as at 1 July 2018 – fee applies to unit bases on public land when filming is conducted on private property or within a Council facility. Special conditions will apply.

\$185.00 for unit base use only

Filming Fee Waivers

Filming fee waivers may be granted by Council for:

- a) projects of demonstrable community benefit;
- b) projects related to charitable activities;
- c) documentaries which are specific to the City of Whitehorse; or
- d) educational projects by students based in the City of Whitehorse. Students must provide the following additional evidence when submitting an application:
 - i. assignment/project sheet relating to film application;
 - ii. student identification card;
 - iii. proof of the educational institution's public liability insurance.

Any waiver of filming fees shall be treated as a sponsorship by Whitehorse City Council. The Applicant shall acknowledge Whitehorse City Council in the end credits. Sponsorship must be requested in writing. The location acknowledgement will read *Filmed in the City of Whitehorse* or *Thanks to Whitehorse City Council*.

Fee waivers will generally only be granted by Council once. Fees will not be waived retrospectively.

Parking fees and fees for the use of Council's open space areas or sporting fields will attract relevant fees in addition to filming fees.

Any use of Council facilities will attract the relevant venue hire fees in addition to filming fees and will require the completion of the relevant Venue Hire Agreement.
