



COMMERCIAL FILMING/PHOTOGRAPHY POLICY

“Commercial Filming” is defined as:

“The making for sale, hire or other reward of feature motion films and television recordings and still photography (including commercials) but does not include the making of a film or television recordings for the sole purpose of which is to promote the Cairns City Local Authority Area.

1.00 Application for Approval / Permit Process

Commercial filming/photography will only be allowed after the applicant has complied with the application process and the Council has issued a permit.

1.01 At least five (5) working days prior to the commencement of filming supply to the Council:

A filming schedule that shall indicate:

- (a) Contact person / phone contact
- (b) Locations / proposed sequences
- (c) Dates times required
- (d) Synopsis
- (e) Relevant additional information, which may be required by Council e.g. stunts, SPX, gunfire, pyrotechnics, road closures, traffic control, set constructions.

1.02 An application fee of an amount specified in Councils Annual Fees and Charges N.B. This fee will not be refunded if filming does not proceed. A late fee charge will apply if less than five (5) working day’s notice is provided.

1.03 The original of any completed indemnification form supplied by the Council.

1.04 A copy of the Public Risk Insurance Policy which must be endorsed that the Council is co-insured for their respective rights and interests.

1.05 A signed agreement accepting compliance of the conditions of permit.

2.00 Conditions of Permit

The following are standard conditions of which all or any may attach to the issue of a permit:

- 2.01 Any permits or approvals by any Government Department are to be obtained. Compliance with the conditions of the permit or approval that any Government Department may impose is essential.
- 2.02 The Council is to be indemnified and kept indemnified in respect of any actions, suits, proceedings, costs, claims and demands brought or made by any person or persons, corporation or corporations, authority or authorities in respect of any accident, injury or damage in consequence of or arising out of the filming operation.
- 2.03 Insurance with some insurance company to cover any claims, which may arise from injury to persons or damage to property arising from or attributable to the filming operation, is to be taken out. The policy is to be kept current during the continuance of the filming operation and shall be endorsed to note that the Council is a joint insured.

The minimum amount of insurance cover required under this Clause shall be: -

Public Liability: \$20,000,000.00

A copy of the insurance policy and receipt for the last premium paid shall be supplied to the Council or its Authorised Officer.

- 2.04 All areas used are to be left in a clean and tidy condition.
- 2.05 The amenity of residents is not to be disturbed or adversely impacted upon whether by noise or any other manner.
- 2.06 At least seven (7) days before filming commences residents living adjacent to the filming locations are to be informed in writing by a letter drop of the approximate filming date and time and the nature and scale of proposed activities.
- 2.07 Filming on roads is to be carried out so as not to compromise road safety or unduly disrupt traffic. In all instances the approval of the Queensland Police Department is to be obtained.
- 2.08 The environment, its flora and fauna are not to be adversely impacted upon in any manner.
- 2.09 Use of vehicles, aircraft, vessels and non-filming equipment on foreshores, parks and reserves requires Special Council Approval.

- 2.10 Vegetation growing on such areas is not to be disturbed or damaged in any manner.
- 2.11 The Council is to be kept fully informed in writing of any alterations to the filming schedule.
- 2.12 An adequate number of portable chemical type toilets are to be provided and serviced for the use of the filming crew and extras should no onsite facilities be available onsite.
- 2.13 The payment in advance of all fees which are to be assessed in accordance with the rates specified in Appendix "A". (Refer Council's Annual fees and charges).
- 2.14 Should there be non-observance with any of the conditions of the approval or damage caused which necessitates remedial or reinstatement works to be performed by the Council the costs of the works undertaken are to be met by the permitted.
- 2.15 The provisions of Council's Local Laws relating to Parks, Reserves and Foreshores are to be observed at all times.
- 2.16 The permit or conditions of the permit may be altered, amended or revoked by the Council at any time and for any reason.

**ESPLANADE LOCAL LAW 2004
Section 29X**

Conduct filming and media activities

Maximum – 50 penalty units

Non – Refundable Commercial Filming / Photography Fees

FILMING (MOTION) PARKS AND RESERVES (per permit):

Motion Picture No Exclusive Use	\$	177.00
Tourism Queensland supported filming	\$	42.00

PHOTOGRAPHY (STILL) (per permit):

Wedding Photography (one off license)	\$	62.00
Commercial Photography	\$	151.00

If you require commercial film / photography approval, please complete the Commercial Film / Photography Application Form.



APPLICATION TO CONDUCT COMMERCIAL FILMING/PHOTOGRAPHY

Local Law 7 (Pedestrian Malls)
Local Law 10 (Public Entertainment Venues)
Local Law 27 (Commercial Recreational Activities)
Local Law 22 (Activities on Roads)
Local Law 28 (Control of Advertising)
Distribution of Business Advertising Publications and Touting Local Law 2004
Esplanade Local Law

Name / Company name

ACN *If applicable*

Company contact and position *If applicable*

Postal address

Work phone no.

Fax no.

Mobile no.

Email

Location/s required

Proposed date/s

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Proposed time/s

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No. of vehicles involved

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No. of people involved

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COPY OF CURRENT PUBLIC LIABILITY INSURANCE POLICY MUST BE ATTACHED TO APPLICATION

OFFICE USE ONLY

Date received

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Reference no.

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Application fee paid

<input type="checkbox"/> No <input type="checkbox"/> Yes Amount \$_____

Receipt no.

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Comments

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CONDITIONS:

1. The Applicant, _____, will indemnify and hold the Council harmless against any and all loss or expense suffered or incurred by the Council as a result of any claim being made on the Council in respect of the death of or injury to any person occurring at the Property or in respect of the loss or destruction or damage to the Property of any persons (including the Council) at the Property during the period caused by the negligence, omission or default of the Producer.
2. The Applicant, _____ agrees to abide by all Local Laws and Policies enforced by Council. (see fees and charges).
3. The Applicant must prior to the end of the period:
 - (i) fully reinstate the Property to the condition in which it was prior to the commencement of the period: and
 - (ii) remove all of its property and equipment and all rubbish from the property.
4. The Council agrees that the Applicant, _____ may represent the property:
 - (a) Under its property title being Cairns Regional Council;
 - (b) Incorporate scenes showing the Property in the final version of one or more films either as a sequence of its own or preceded, interlaced or followed by such other scenes of studio sets representing or purporting to represent the interior of the Property;
 - (c) Exploit and exhibit film or still photographs including scenes photographed, taken or made at, or of the property which shall be its absolute property to use as it thinks fit; and

(d) At any time have access to and bring all necessary equipment on to the property as directed during the period, namely:

(i) Date:

Location:

Time:

.....
(signature) for the Applicant

.....
Authorised Officer
Cairns Regional Council

.....
(witness)