

# PARKS AND RECREATION <u>FILMING</u> BOOKING FORM

# FOR INVERCARGILL CITY COUNCIL PARKS AND RESERVES LAND

\*Council reserves the right to cancel this booking at any time. You will be advised via email of acceptance of booking via email.

DATE SUBMITTED:		
NAME OF PARK/LOCA & AREA REQUIRED	TION	
EVENT DETAILS		
Event Start Date:		Event Finish Date:
Event Start Time:		Event Finish Time:
Postponement Date:		Estimated Number of People Attending:
Type/Name of Event. Pleas	se Check Boxes Applicable Be	low
Picnic	Sports & Recrea	Filming (will require a filming form to be filled out)
Birthday	Concert	Fair/Circus/Carnival
Wedding	Environmental	Group Other – Please Specify:
Work Function	Educational Gro	pup
CONTACT INFORMA	TION	
Event Organisers Full Name	e:	
Billing Name:		
Contact Mobile Number:		
Email Address: Invoice (if applicable) will be emailed		
Postal Address:		
	Invercargill City Council Private Bag 90104 Invercargill 9840	W: www.icc.govt.nz P: 03 219 9070 E: parks.recreation@icc.govt.nz

CONTACT INFORMATION			
Contact person for shoot days:			
Contact phone number:			
Contact person as safety officer:			
Contact phone number:			
Location manager name:			
Location manager phone:			
PRODUCTION DETAILS			
Production title and/or product k	peing advertised		
TV Commercial	Music Video	Web Advert	
Stills	Feature	Reality Show	
TV Content	Tourism	Other – Please Specify:	
Short Film	Web Content		
BRIEF DESCRIPTION			
E.g. 60 minute documentary abo	ut mountain biking to be scre	eened in New Zealand in January	
DETAILS – ACTION			
E.g. Actor walking down street ta	lking on cell phone		
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ACCESS PARKING AND EQUIPME	ENT — Please provide as much information as possible
OTHER SPECIAL REQUIREMENTS Risk Management Plan may be required.	Animals  Water  Commercial Activities  Underground/Overhead services  NONE  Other – Please specify below:  Commercial Activities  Amusement Equipment. E.g. bouncy castle, mini jeeps etc.  If yes, please specify below
ACCESS REQUIREMENTS E.g. any Council gates, barriers, or other structures need to be opened/ Includes after-hours access.	
<ul> <li>PARKING REQUIREMENTS</li> <li>Provide Map.</li> <li>Include number, type of vehicles, and parking arrangements for all vehicles at the location.</li> <li>Include Traffic Management Plan if required.</li> </ul>	
USE OF PUBLIC FACILITIES  E.g. any public toilets or other public facilities need to be used.	
TEMPORARY STRUCTURES E.g. Marquee, scaffolding, tents, stage. Measurements will need to be provided.	Tick if none
SPECIAL EFFECTS E.g. Fire, smoke, rain, wind, guns, explosions, fireworks, snow. This will require Council approval prior to granting application/permit.	
SOUND  Provide details of any amplified sound or loud noises.	
SECURITY  Provide details of any proposed security.	
PERMITS AND CONSENTS  The Applicant acknowledges the permits/consents listed have been applied for and granted and must be produced upon request.	
WATERWAYS  Environment Southland approval obtained and harbor master being/been contacted?	NOT APPLICAPLE YES NO

# NUMBER OF PERSONS ON LOCATION Please include all persons on location (e.g. crew, cast, extras, clients, agency) Crew: Cast: Client: Agency: Others: SHOOT DATE AND TIMES If these are unconfirmed, please fill out approximate date/time range. Once confirmed, please advise Parks and Recreation. Shoot start date: Shoot finish Weather cover start date: Weather cover finish date: Location arrival time: Location departure time: Filming start time: Filming finish time: **EQUIPMENT** Helicopter UAV/Drone Camera Tracking vehicle/gator Camera track/dolly Generator NONE Tripod Camera crane Other - Please Specify Significant Props/Set Dressings. E.g. animals, signage, plants etc. SPECIAL CONDITIONS/OTHER RELEVANT INFORMATION Please attach a map of area(s) requested Please provide a location release form to accompany this booking (if applicable)

## **TERMS AND CONDTIONS**

The following Terms and Conditions apply to all events, excluding filming and UAV control:

NOTE: The Event Organiser is responsible for adhering to all the following conditions. If the Event Organiser is applying on behalf of an organisation then that company is responsible for ensuring all the conditions below are adhered to.

#### 1. BOOKINGS

All events must be recorded in the Parks and Recreation booking system. While we may not be able to provide you with exclusive use of a park, we can advise other Event Organisers of your event, thus avoiding unnecessary double bookings.

Booking form and payment is due within four weeks of tentatively making a booking if this is more than four weeks in advance of the date of your event. Other circumstances are up to the Parks and Recreation Manager's discretion.

Some hiring of parks and reserves require collection of a key from the Parks and Recreation office to gain access to specific areas/facilities. Please check with Parks and Recreation whether you require a key prior to your event.

Please note that members of the public must have freedom of use of the park except for closed events.

We strongly advise you to provide a postponement date and to consider organising a wet weather venue in case of inclement weather

The park is hired on an "as is" basis and Council is not responsible to carry out any extra work (ie extra grass mowing, opening of barriers etc.) unless prior agreement has been reached with the Parks and Recreation Manager and the appropriate fee paid. Council will not be responsible for any damage caused to the hirer's property or items of clothing in any way whatsoever.

#### 2. CANCELLATION AND TERMINATION

Please advise the Parks and Recreation as soon as possible if you decide to cancel or postpone an event so other groups wishing to use the park can benefit. Due to popularity for some Parks and Reserves, the fee will only be refunded should the event be cancelled at least two weeks prior.

Should any conditions as part of this consent not be met or adhered to, Council may withdraw permission at any time, and any future applications for park use may be denied.

#### 3. CHANGE IN USE

The Event Organiser's use of the Location shall be restricted to the specifics detailed in Schedule 1. The Event Organiser shall immediately inform Council 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. FEES AND CHARGES

Use of some Council parks is conditional on the payment of a fee as per invoice.

We will also need to know whether you require power for some facilities or any other special requirements when making the booking. Extra charges may apply.

The Parks and Recreation Manager reserves the right to charge additional fees if the event or activity is deemed to require extra staff to be on duty.

Any marquee, stage, large structure, circus, fair, carnival or other commercial organisation will be subject to the approval of the Parks Manager and may be charged an additional fee and in some cases, a bond for damages.

Early entry on to reserve may incur an additional charge.

# 5. NO BINDING CONTRACT

The Council shall not be obliged to grant this Permit until such time as:

- It receives the fully completed and executed Permit from the Event Organiser;
- The terms of the Permit are approved by Council (in its sole discretion);
- All fees in relation to the application have been met.

#### 6. LOCATION RELEASE

Council grants its licensees, agents, successors and assigns, the right, but not the obligation, in perpetuity throughout the world and in all media, now or hereafter known, to use (in any manner it deems appropriate, and without limitation) in and in connection with the motion picture/photograph, by whatever means exhibited, advertised or exploited, the appearance of the location or property as specified in the booking form.

#### 7. SECURITY ON SITE

The Event Organiser is solely responsible for the security of event participants and any facilities or structures brought on to the reserve for the duration of the event.

#### 8. ADVERTISING

The Event Organiser shall advertise only on the reserve on which the event is being held. Advertising is restricted to within two weeks of the event and must be removed immediately following the event. See Parks Staff for further information on rules around signage and advertising events.

## TERMS AND CONDITIONS CONTINUED

#### 9. NO TRANSFER

The Event Organiser shall not assign, sub-license, mortgage, charge, encumber or part with possession of any area within the park, or any facilities or equipment without the prior written approval of the Parks and Recreation Manager.

#### **10. DIRECTIONS**

The Event Organiser shall comply with all reasonable instructions given by the Council at any time.

#### 11. SERVICES

The Event Organiser 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. Please use 'B4U Dig' or contact Power Net for cable location. For identified events where ground penetration is needed, signoff by a Parks and Recreation staff member is required.

#### 12. RUBBISH

The Event Organiser is responsible for ensuring that your area of the park is kept tidy and rubbish free during your event and that all rubbish resulting from your event is removed from the park at the conclusion of your event or at the end of each day if your event spans over more than one day.

If the Event Organiser 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 Event Organiser, either by deduction from the Bond or payment direct from the Event Organiser. Any rubbish that can be recycled shall be.

In some cases it may be necessary to supply additional rubbish bins/bags during your event. This will be the responsibility of the Event Organiser.

#### 13. DAMAGE/REPAIRS

Any damage to the location, vegetation, structures, or other property or any loss incurred by any person whatsoever resulting from the Event Organiser's use of the location, as determined by Council, is the responsibility of the Event Organiser and is to notify Council as soon as possible. The Event Organiser is liable to pay all amounts as a result of such damage or loss to the Council and to do any other thing necessary to make good such damage or loss.

If you are holding your event on a Council park, you may be required to pay a bond to cover potential costs of repairing any damage and undertaking any clean-up work (if the area is not left in the way it was found).

The bond amount will depend on the area you are using and the scale of activities you are undertaking. You will be required to pay the bond prior to the event.

Bonds will be refunded if the park is returned to its original condition at the end of the event and conditions have been complied with. Council reserves the right to deduct any costs it incurs as a result of the event, from any bonds held.

Any repairs to Council land will be carried out by Council and all associated costs will be met by the Event Organiser.

#### 14. PARKING AND TRAFFIC MANAGEMENT

If your event is likely to attract more than the allocated space for vehicles to the park, consideration must be given to parking requirements and the management of overflow parking. If any part of your event is to be staged on a road, or restricting vehicle or pedestrian access, causing distractions to drivers and pedestrians, a Traffic Management Plan will be required.

Motorised vehicles are not permitted on Council parks other than on areas designated as roadway or parking without prior written authority from the Parks and Recreation Manager. Vehicle speed must be kept to a minimum and all road rules followed.

Please discuss your requirements with the Parks and Recreation Manager.

#### **15. STRUCTURES**

Large structures and temporary buildings may require prior consent from Council's Building Consent Department. Please discuss your requirements with the Parks and Recreation Manager in the first instance. A copy of the building consent must be produced upon request.

# 16. HEALTH AND SAFETY

The Council considers the Event Organiser to be in control of the location during the term of this Permit and the Event Organiser shall take all practical steps to prevent any harm occurring. The Event Organiser 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 2015.

Hazards may be present at the location or may arise as a result of the Event Organiser's activities at the location. The Event Organiser shall, prior to entering the location, identify and notify Council of all hazards identified and the procedures to be put in place by the Event Organiser to prevent/isolate such hazards. Where accidents, incidents or near misses occur at the Location the Event Organiser will immediately notify Council and advise the procedures that are being put in place to prevent further similar events.

In most cases, members of the public will have freedom to move around and through the park during your event without restriction. The Event Organiser is responsible for ensuring that the plan is followed and that there is compliance with the requirements of the Health and Safety at Work Act 2015, including any amendments or regulations thereafter.

#### **TERMS AND CONDTIONS CONTINUED**

#### **HEALTH AND SAFETY CONTINUED**

The plan should outline possible causes of hazards, possible outcomes, and the suggested actions to reduce such hazards. A Risk Management Plan is required for your protection and Council's.

A Risk Management Plan is a document that:

- Identifies all the hazards which may threaten participants or other people in the vicinity during the event.
- Indicates what reasonable controls the organiser has put in place to eliminate, isolate or minimise the hazards identified.

#### 17. TOILET FACILITIES

Many of the parks have public toilets provided. Some toilets may require an arrangement to have them unlocked/locked by Parks and Recreation staff. Please check with the Parks Office for information on where these are. You may also be required to bring your own toilet paper and other products to ensure the toilets are kept clean for the next event.

It is the responsibility of the Event Organiser to ensure that adequate toilet facilities are provided for the numbers of people expected to attend your event. Portable toilets should be hired if required and removed immediately following the event.

#### 18. SUSPENSION

If the Council is not satisfied that the Event Organiser 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 Event Organiser is complying with its obligations. The Event Organiser shall cease all activities at the Location during any period of suspension.

#### 19. COMPLIANCE

Event Organisers shall adhere to the management policies of the current Reserve Management Plan and any Council Bylaws, Policies and Regulations. Parks and Recreation staff can assist with providing this information.

This Permit is not a consent under any other statute, regulation or bylaw affecting the Location or its use and the Event Organiser 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 Event Organiser fails to hold such valid consent, licence or permit, then the operation of this Permit shall be suspended until such time as the Event Organiser holds such valid consent, licence or permit, and the Event Organiser will vacate the Location during such suspension. Event Organisers must also comply with the Privacy Act for all events held on Council land.

#### **20. RESTRICTED ACCESS**

If due to any reason, including but not limited to, 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 Event Organiser.

#### 21. 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.

#### 22. INDEMNITY

The purpose of an indemnity is to require the person giving the indemnity to meet any claims against the person who holds the indemnity. The Event Organiser 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:

- the negligent or careless use or misuse by the Event Organiser or persons under the control of the Event Organiser of the Location;
- 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 Event Organiser or persons under the control of the Event Organiser; and
- Anything otherwise arising directly or indirectly from the use of the Location by the Event Organiser.

If an event is to take place in an area which is usually open to the public, and which has private property nearby, Council needs to ensure that no injury occurs to members of the public and that no damage occurs to other people's property.

#### 23. PUBLIC LIABILITY INSURANCE

Public liability insurance is an insurance policy held by an organiser of an activity. It provides the organiser with some protection if a third party brings an action against the organiser or when there is a risk of damage. Without such a policy the organiser would be personally liable. Public liability insurance will also be important when the organiser has indemnified Council, and a third party makes a claim against Council.

#### **TERMS AND CONDITIONS CONTINUED**

#### 24. CONSULTATION

If your event is likely to attract large crowds, or if it involves amplified sound, road closures, traffic control or parking restrictions, you may need to consult with nearby businesses and residents.

Road closures, parking restrictions and traffic control may affect residents' access to their properties and may also impact on workers accessing their place of business or customers accessing commercial properties and shops. Please discuss your requirements with the Parks and Recreation Manager.

#### 25. NOISE/GLARE/VIBRATION/DUST CONTROL

Please discuss any adverse effects that might result from your event with the Parks and Recreation Manager.

Noise control comes under the provisions of the Resource Management Act 1991 which aims to protect people from unreasonable or excessive noise; provide noise control in the community; protect the rights of people and industry to make a reasonable amount of noise; and to allow the public, local authorities and Police to work together to control noise. For more information about the amount of noise and resulting nuisance your event is likely to create, contact the Council's Environmental Health Division.

#### **26. GENERAL CONDITIONS**

- a) Emergency and public access ways must be kept clear at all times and not restrict public access and enjoyment of the park.
- b) Please follow all directions given by the Parks and Recreation staff member responsible.
- c) All park resources, including buildings, fences, structures, services, vegetation, rocks and turf are protected and are not to be altered in any way. Which includes any facilities (including the fixing of temporary signs or advertisements in the park or to the exterior of any facility) without the prior written approval of the Parks and Recreation Manager.
- d) Consent applies to the approved allocated area as indicated on the booking form and plan and as instructed by the Parks and Recreation Manager for the specified date/s only.
- e) The lighting of fires and fireworks is not permitted on parks without the prior written approval of the Parks AND Recreation Manager and the appropriate fire permit has been obtained.
- f) The Event Organiser shall notify the Parks and Recreation Manager of any accident on the park during an event, or any defect in the park facilities or equipment that the Event Organiser becomes aware of immediately.
- g) The Event Organiser must ensure that the performance, playing or showing of any copyrighted work complies with the Copyright Act 1994.
- h) All organised events on Parks and Reserves should be promoted as being healthy and Smoke Free.

# APPLICATION & DECLARATION

Please Ti	ck									
	The Council relies on the information contained in this application being complete and accurate. The Event Organiser must take all reasonable steps to ensure that it is complete and accurate and accepts responsibility for information in this application being so.									
	I have read all rules and conditions of this permit and agree to abide by them.									
	I acknowledge that Council; is entitled to impose conditions upon use of this Park or reserve at its discretion.									
	I acknowledge that as an event organiser, I am responsible for ensuring that all auxiliary activity providers have read and agree to the term and conditions for the use of the parks for events. A list of activity providers is attached to this form.									
	I agree to pay all charges and bonds for this booking as requested by the Invercargill City Council.									
	I have been authorised to bind my organisation to this agreement.									
Full nam	ne or person lodging	this form:								
Firm/Co	mpany:				Date:					
Signature	e of the Event Organis	ser:								
Signatur	e of approval on beha	alf of Council:								
Person a	pproving on behalf of	f Council:								
WHAT H	APPENS NOW?									
	mail filled out and sig e unable to do this, pl			icc.govt.nz. ecreation Office at Queens Park.						
	have your booking for approval.	orm, we will t	hen check all deta	ails and if anything else is required,	we will	be in touch and this will be				
	_			o 1 week for bookings under 59 p een approved and any conditions t		_				
If a book	ing requires a fee, thi	s will be invoi	iced and sent out b	by our accounts department. This n	nay take	a few weeks.				
Please get in touch if you have any questions or concerns relating to your booking or this form.										
		Invercargill C	ity Council	W: www.icc.govt.nz						
		Private Bag 9 Invercargill 9	0104	P: 03 219 9070 E: parks.recreation@icc.govt.nz						