

Unmanned Aerial Vehicle (UAV) Application Form

Request for consent to operate an unmanned aerial vehicle (UAV) over Council property. (E.g. parks, playgrounds, sports grounds, reserves, roads and other Council properties – which will be noted in the document as “Council land”).

 SUBMISSION DATE:	
---	--

NAME OF LOCATION:	
-------------------	--

 DETAILS - DATE, TIMES AND NUMBER OF PERSONS
--

Start date:	
-------------	--


Finish date:	
--------------	--

Start time:	
-------------	--

Finish time:	
--------------	--

Postponement date/s:	
----------------------	--

Number of persons attending:	
------------------------------	--

 CONTACT INFORMATION
--

Event organiser's full name	
-----------------------------	--

AND/OR

Company name	
--------------	--

Phone numbers: Day	
--------------------	--

Mobile	
--------	--

Email address	
---------------	--

Address (postal)	
------------------	--

Address (physical) <i>If different from postal</i>	
---	--

Country	
---------	--

 TYPE OF PROPERTY YOU WISH TO FLY OVER
--

Select as many as apply

Council parks/Cemeteries

Council roads and other public places
(eg central city laneways)

Council buildings

Other - please specify:

--



WHAT IS THE WEIGHT OF THE RPAS YOU WISH TO FLY

Select as many as apply

- Under 15kg:** apply to the Council only
- 15kg to 25kg*:** obtain approval from Model Flying New Zealand (MFNZ – www.modelflyingnz.org) before applying to Council
- Over 25kg:** apply to the Civil Aviation authority for part 102 certification before applying to the Council

**15kg to 25kg: Final approval will be granted once evidence of MFNZ approval has been provided. Before applying to the Council*



DETAILS - LOCATION



Please attach a separate sheet with a flight plan.

Please provide as much detail as you can as this may help speed up your application.

Provide street address and site map; identify shoot areas, camera, lighting, parking etc.
Any filming on roads or filming that requires roads closure will require a traffic management plan.



ACCESS, PARKING AND EQUIPMENT

Access requirements

E.g. Whether any Council gates, buildings, barriers, or other structures need to be opened. Includes after-hours access.

Use of public facilities

E.g. Whether any public toilets or other public facilities need to be used.

Parking Requirements

Provide Map

Include number, type of vehicles and parking arrangements for all vehicles at the location.

Include whether Traffic Management Plan is required.

Other Special Requirements

Risk Management Plan and site specific Health and Safety Plan may be required.

Tick if none

Select as many as apply

Animals

Water

Commercial activities

Power

Underground/overhead services

Amusement devices e.g. Bouncy Castle, mini Jeeps, Bumper Balls

Other, specify:

Tick if none

Tick if none

Tick if none

Temporary Structures

E.g. Marquees, scaffolding, tents, stage etc.

Special Effects

E.g. Fire, smoke, rain, wind, guns, explosions, fireworks, snow.

This will require Council approval prior to granting application/permit.

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 harbour master being/been contacted?

Yes

No

Not applicable

Contact: lyndon.cleaver@es.govt.nz



CONTACT INFORMATION

Contact person for shoot days on set

Name

Mobile

Contact person for safety officer

Name

Mobile

Contact person for drone pilot

Name

Mobile

Location manager

Name

Contact number

Note: ICC requires all drone operators to hold CAA Part 101 and/or 102 certification depending on the size/scale of event



PRODUCTION DETAILS

Production title and/or product being advertised:

TV Commercial

Music video

Web content

Stills

Feature

Web advert

TV content

Tourism

Reality show

Short film

Other - please specify:



DETAILS - ACTION

E.g. a 60 minute documentary about mountain biking to be screened in New Zealand in January.



BRIEF DESCRIPTION

Action being filmed: *e.g. Actor walking down street talking on cell phone.*



NUMBER OF PERSONS ON LOCATION

Must include all persons on location (e.g. crew, cast, extras, clients and agency).

Crew:

Cast:

Extras:

Agency:

Client:

If these are not confirmed, please fill in an appropriate number.



EQUIPMENT

Shoot start date:

Shoot finish date:

Weather cover start date:

Weather cover finish date:

Arrival time at location:

Departure time at location:

Filming start time:

Filming wrap time:

If these are not confirmed, please fill in an appropriate number.

Details of Equipment

Tick if none

Camera

Helicopter

Camera track/dolly

Generator

Tripod

Camera crane

Tracking vehicle/Gator

Drone/UAV

Make sure you have filled out drone section (section one).

Other - please specify:

Significant props/set dressing

E.g. animals, signage, plants.



SPECIAL CONDITIONS



1. BOOKINGS:

Some hiring of parks and cemeteries require collection of a key from the Parks and Recreation Office to gain access to specific areas/facilities. Please check with the Parks and Recreation Office 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.

The land 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:

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. The Event Organiser shall immediately inform Council of any proposed change to the details recorded in this form. 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 land is conditional on the payment of a fee to be paid when booking or by arrangement with the council, this fee is discretion of the council.

Council reserves the right to charge additional fees if the event or activity is deemed to require extra staff to be on duty.

Early entry on to Council land may incur a penalty fee.

5. NO BINDING CONTRACT:

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

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

6. DRONES:

Applications for UAV Consent to operate within the

defined areas as shown in the ICC Unmanned Vehicles Policy is subject to:

- Compliance with all CAA and Air Traffic Control requirements (Invercargill Air Traffic Control: 03 211 8118).
- No other activity being undertaken in the area at the time
- Operation only being undertaken between the hours of dawn to dusk and the UAV being within visible sight lines at all times.
 - ♦ An application for consent may be granted or refused by Council and may be subject to any conditions that the Council deem necessary to ensure public safety and the prevention of nuisance. Consent may be granted on an ongoing basis or may be granted for a single event.
 - ♦ You must be registered with the Air Share Website. This information helps CAA keep track of regular and non-regular UAV operators in each area.

All applications must oblige by the ICC UAV Policy for the use of Council land for events. Event Organisers must also comply with the Privacy Act for all events held on Council land.

Drones must fly only in daylight.

Drones must not fly higher than 120 meters (394 feet) above ground level.

7. 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.

8. SECURITY ON SITE:

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

9. NO TRANSFER:

The Event Organiser shall not assign, sub-license, mortgage, charge, encumber or part with possession of any area within Council land, 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 PowerNet for cable location. For identified events where ground penetration is needed, signoff by a Council staff member is required.

12. DAMAGE:

Any damage to 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 Council land, 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.

13. REPAIRS:

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

14. PARKING AND TRAFFIC MANAGEMENT:

If any part of your recording 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 land other than on areas designated as roadway or parking without prior written authority from the council. Vehicle speed must be kept to a minimum and all road rules followed.

15. STRUCTURES:

Large structures and temporary buildings may require prior consent from Council's Building Consent Department. Please discuss your requirements with the

Property Manager in the first instance. A copy of the building consent must be produced upon request.

16. ANIMALS:

Please refer to the ICC Dog Policy <https://icc.govt.nz/public-documents/bylaws/dog-control-policy/> for information regarding dogs on Council land.

17. HEALTH AND SAFETY:

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 Council land 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.

The plan should outline possible causes of hazards, possible outcomes, and the suggested actions to reduce such hazards.

Your Risk Management Plan for your event must be submitted to the Council for approval at the time of application prior to the event commencing.

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.

18. TOILET FACILITIES:

Some toilets may require an arrangement to have toilets on Council land unlocked/locked by Council Staff. Please check with the Property team 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.

19. MOBILE TRADERS:

Mobile traders may be permitted on Council land at the discretion of the relevant ICC Manager and will be dependent on the following conditions:

- Mobile traders will be charged a daily, weekly or monthly fee according to the length of time requested. All fees are to be paid in advance.
- In accordance with the Mobile Trading Bylaw 1983 all mobile or travelling shops and stalls are required to obtain a licence from the Council to trade. For more information contact the Council's Environmental Health Division.
- Details of the type of goods to be sold are to be submitted to the relevant ICC Manager on application.
- Details of the appearance of the mobile unit are to be submitted to the relevant ICC Manager on application.
- The unit shall not impede or inconvenience the flow of pedestrians or park users at any time. No public seating or facilities are to aid, form part of or be used in conjunction with the unit.
- No amplified music is permitted.
- Advertising shall be limited to that which can be attached to the unit.
- The trading of tobacco or illegal substances is not permitted on Council land.
- The Mobile trade permit holder may give one week's notice of termination of this agreement.
- Failure to comply with any of these conditions will result in the permit being cancelled or varied.

20. 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.

21. COMPLIANCE:

Event Organisers shall adhere to the management policies of the current Reserve Management Plan and

any Council Bylaws, Policies and Regulations. Parks 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.

22. 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.

23. 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.

24. 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:

- (a) the negligent or careless use or misuse by the Event Organiser or persons under the control of the Event Organiser 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 Event Organiser or persons under the control of the Event Organiser ; and
- (c) 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.

25. 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.

26. 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.

27. NOISE/ GLARE/ VIBRATION/ DUST CONTROL:

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.

28. GENERAL CONDITIONS:

Emergency and public access ways must be kept clear at all times.

All Council 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/cemetery or to the exterior of any facility) without the prior written approval of the relevant ICC Manager.

Consent applies to the approved allocated area as indicated on the booking form and plan and as instructed by the Council for the specified date/s only.

The lighting of fires and fireworks is not permitted on Council land without the prior written approval of the relevant ICC Manager and the appropriate fire permit has been obtained.

The Event Organiser shall notify the Council of any accident on the area during an event, or any defect or damage in the facilities or public equipment.

The Event Organiser must ensure that the performance, playing or showing of any copyrighted work complies with the Copyright Act 1994.

All organised events on Council land should be promoted as being healthy and smoke free.

It is recommended signage and high visibility gear is used during an event to warn public.

All organisers must understand and comply with the CAA Rules part 101 and part 102 Compliance when operating the UAV/when supervising the operation of the UAV.

All organisers must agree to the UAV Policy for the use of Council land for events.



FEEES, CHARGES AND REQUIREMENTS

General Park charge	\$ _____	List of auxiliary providers	<input type="checkbox"/>
Special requirements	\$ _____	Risk management plan	<input type="checkbox"/>
	\$ _____	Site specific health and safety plan	<input type="checkbox"/>
	\$ _____	Indemnity and public liability insurance	<input type="checkbox"/>
	\$ _____	Parking and traffic management plan	<input type="checkbox"/>
Bond	\$ _____	Food stalls, liquor licenses etc	<input type="checkbox"/>
Total amount due	\$ _____	Mobile trader permit	<input type="checkbox"/>

Fees are calculated as per the fees and charges above. Payment is required with submission of this application.

Payment will need to be made by cash or EFTPOS at Invercargill City Council, 101 Esk Street, Invercargill.



APPLICATION AND DECLARATION

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 belongs to.

PLEASE TICK

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 Council land 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 terms and conditions for the use of land. A list of activity providers is attached to this form

I agree to pay all charges and bonds for the use of this land as requested by Council

I have been authorised to bind my organisation to this agreement

I have been in contact with Air Traffic Control (03 211 8118) and am aware of the Invercargill control zone and associated restrictions

I am registered with Air Share

Full name of person lodging this form _____

Firm/Company _____

Date _____

Signature of event organiser _____

Approved on behalf of Council _____



FOR OFFICE USE ONLY

General Park charge _____ \$ _____ Booking entered/confirmed

Power/BBQ/ (AP/QP/OG) _____ \$ _____ Payment received/receipt sent

Gates opened (QP) _____ am/pm \$ _____ Bond received

Service vehicles/after dusk access (QP/AP) \$ _____ Health and safety plan received

QP Winter Gardens (Summer 5-7pm) \$ _____ Insurances sighted

Marquee/stage/structures etc _____ \$ _____ Traffic management plan sighted

Mobile trader days x \$ /day \$ _____ Food/Liquor

Commercial activity days x \$ /day \$ _____ Key allocated

Circus/fairs etc days x \$ /day \$ _____ Rangers/Supervisor/Ops notified

Filming/UAV \$ _____ Security notified

Bond _____ \$ _____ Key returned

Total \$ _____ Site inspected/bond refunded

Booking reference: _____ Risk management plan received