



WELLINGTON CITY COUNCIL
Standard Terms & Conditions of Contract for Filming in Wellington

1. Intent

- 1.1 The contract is an agreement for the hire of the location between the hirer and the principal for filming.
- 1.2 The Hirer will have lodged a completed application form with the Film Industry Coordinator for consideration (“the Application”).

2. Programme of Use

- 2.1 If the Hirer decided to use the Location for other than as set out in the Hirer’s Application then any such changes shall be notified to the Principal, in writing, prior to the commencement of the Hire Period.
- 2.2 The Principal retains the right to cancel this Contract should the notified changes result in (in the opinion of the Principal) a substantial alteration to the details in the Application.

3. Obligations of the Principal

- 3.1 Subject to clause 15, the Principal shall provide the Location for the Hire Period (as set out in the Contract Form).
- 3.2 The Principal shall nominate a representative(s) with whom the Hirer shall liaise.

4. Obligations of Hirer

- 4.1 The Hirer shall be responsible for the Location and any obligations under the Contract Documents.
- 4.2 Where the Council deems it necessary the Hirer shall provide all barriers, fencing and the like necessary to establish the area for the hired use.

NOTE: Such barriers, fencing and the like shall be free-standing and in accordance with the special conditions.

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4.3 The following additional obligations (to be determined by Lands Commissioning) may be placed upon the Hirer in the use of the Location (“the special conditions”):

- public notification/consultation
- restriction to hours of use
- liaison with Wellington City Council representative
- signage
- barriers
- temporary structures

4.4 The Hirer will not bring the reputation of Wellington City or the representatives of Wellington City Council into question as a result of their activities on Council land.

In addition, the content of the film shall not present an anti-preservation open space view.

5. **Damage and Loss**

5.1 Any damage to the Location; vegetation, structures etc or any other property or any loss incurred by any person whatsoever resulting from the Hirer’s use of the Location, as determined by the Principal, is the responsibility of the Hirer and the Hirer is liable to pay all amounts as a result of such damage or loss to the Principal (or as the Principal directs) and do any other thing necessary to make good such damage or loss.

5.2 Prior to undertaking any repair works the Hirer shall obtain the Principal’s consent.

6. **Bonds and Fees**

6.1 The Bond is payable in advance by the Hirer by cheque or cash to the Principal’s representative at the time the Contract is signed by the Hirer or no later than the specified date in the contract (“the Last Date For Payment Of The Bond”)

6.2 Within three (3) working days of the end of the Hire Period the Principal shall authorise the refund all money held under the Bond or give details of the respects in which the Principal contends that the Hirer has failed to perform the Hirer’s obligations under the Contract Documents.

6.3 If after three (3) working days from the end of the Hire Period the Principal believes the venue is not in substantially the same state as it was in immediately prior to the event taking place, then the Principal shall be entitled to restore the Location to that state at the Hirer’s expense and apply all or any part of the Bond for this purpose.

6.4 Expenditure of all or any part of the Bond by the Principal shall not release the Hirer from any of its obligations in the Contract Documents which remain unfulfilled nor shall the Principal be required to use the Bond before:

- (i) exercising any other of its rights under this Contract to ensure performance by the Hirer of its obligations; or

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(ii) requiring the Hirer to meet its obligations under this Contract.

6.5 The fee is payable in advance by the Hirer by cheque or cash to the Principal's representative at the same time as the Bond, but no later than the date specified in the contract (the "Last Date For Payment Of The Fee"). If the fee is paid by cheque, a cheque separate to the Bond payment must be used.

7. Indemnity and Insurance

7.1 The Hirer indemnifies the Principal against:-

- (i) all damage or loss resulting from any act or omission on the part of the Hirer or the Hirer's employees, contractors or invitees. The Hirer shall recompense the Principal for all expenses incurred by the Principal in making good any damage to the Location or other property resulting from any such act or omission;
- (ii) all actions, suits, proceedings, claims, costs (including legal and debt collection fees) and demands whatsoever which may be made or brought against the Principal by reason of the use of the Location by the Hirer, its servants, agents or invitees or by reason of any act or omission or negligence of the Hirer or its servants, agents or invitees.

7.2 If the Principal requests the Hirer shall, at its cost from the beginning of the Hire Period or earlier, take out with a reputable insurance company public liability insurance with a minimum cover of \$1,000,000 in respect of its operations pursuant to this Contract in the joint names of the Hirer and the Principal and shall produce to the Principal immediately upon written demand being made by the Principal a copy of the policy and a receipt for the current premium paid.

8. Permits and Consents

8.1 The Hirer shall comply with all laws, regulations, by-laws and rules applicable to the use of the Location, including but not by way of limitation, the Health and Safety in Employment Act, and is responsible for obtaining and complying with the provisions of necessary approvals, consents and licences from any person including any department of the Wellington City Council.

8.2 The Hirer is responsible for identification of underground/above ground services which may be affected by their activities and the obtaining of any relevant service authority's permission to operate above/below.

8.3 The cost of the consents, licences or permits shall be met by the Hirer.

8.4 Health and Safety in Employment Act Compliance

8.4.1 The Hirer, in conjunction with the Principal, shall take all practicable steps to ensure that the provisions of the Health and Safety in Employment Act are met at all times to assure the health and safety of their staff, Wellington City Council staff and the general public.

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- 8.4.2 The Hirer shall provide the Principal with evidence of a Health and Safety Plan/Programme prior to the starting of the Contract.
- 8.4.3 The Principal will identify, where possible, potential hazards relating to the Contract.
- 8.4.4 The Principal considers the Hirer to be in control of the Location during the Contract Period and able to take all practical steps to prevent any harm occurring.
- 8.4.5 As such, the Hirer shall identify and notify the Principal of other possible hazards relating to this Contract.
- 8.4.6 The Hirer shall notify the Principal of the procedures to take all practical steps to prevent/isolate such hazards (including those identified by the Principal). Such notification shall occur prior to contract works starting.
- 8.4.7 If contract works are stopped by the Department of Labour because of the Hirer's failure to comply with the Health and Safety in Employment Act, the Hirer shall be liable for any resulting additional costs to the Principal over and above the contract sum.

9. **Safety and Convenience of the Public**

- 9.1 The Hirer is responsible for the safety of all users of the Location during the Hire Period.
- 9.2 There is no undue inconvenience to traffic or pedestrian flows through the area of the film shoot and pedestrians must never be forced to step onto the adjoining roadway without adequate protection from vehicles. Pedestrian access on to properties is to be maintained at all times.
- 9.3 That all building egress and driveways are kept clear at all times. Where vehicular access cannot be maintained at all times, property owners are to be notified at least three days in advance. A copy of notification is to be forwarded to the Film Industry Coordinator two days prior to filming.
- 9.4 The film company is responsible for the provision, placement and removal of all signs, cones and barricades to the satisfaction of Council officers.
- 9.5 The film company is responsible for providing suitably qualified and identifiable marshals for traffic control to the satisfaction of Council officers.

10. **Rubbish and Litter Collection**

- 10.1 The Hirer shall collect and dispose of all rubbish and litter resulting from the use of the Location.
- 10.2 If the Hirer fails to collect and dispose of all rubbish and litter within twenty four (24) hours of the Hire Period ending or the Principal is of the view that the rubbish or litter still remains at the Location at that time then, notwithstanding anything else in this Contract, the Principal shall be entitled to have the rubbish and litter removed. The cost of this to be borne by the

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Hirer directly either by deduction from the Bond or payment direct from the Hirer.

11. Principal's Instructions

11.1 The Hirer shall comply with all reasonable instructions given by the Principal or nominated Principal's representative(s) at any time.

12. Waiver

12.1 Failure of either party at any time or times to require performance or any provision of this Contract shall in no manner affect its rights to enforce such provisions at a later time.

12.2 Such of the conditions inserted by the Principal or the Hirer for their respective sole benefits may be waived by the party having the benefit of the condition in question.

13. Interest on Unpaid Money

13.1 Should any amounts payable by the Hirer under this Contract not be paid within fourteen (14) days of demand (as defined in the Chattels Transfer Act 1924) being made by the Principal such amounts shall accrue interest at the rate of 8 percent per annum from the date of demand to the date payment is made.

14. Costs

14.1 The Hirer shall be responsible for the Principal's legal or debt collection costs of and incidental to the enforcement or attempted enforcement of the Principal's rights, remedies and powers under this Contract.

15. Unavailability of Location

15.1 If due to, but not limited to, any fire, storm, earthquake, emergency or disaster, whether man-made or not, or for any other reason the Location is not available, the Principal's liability under this Contract is limited to refunding the Bond and endeavouring to arrange an alternative venue and/or time if possible.

16. Regulatory Function

16.1 Nothing in this Agreement 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 the Council.

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17. **Location Clearance**

17.1 In addition to the Hirer's obligations in clause 4, the Hirer has the right:

- (i) to represent the Location as being another real or fictitious place according to the requirements of the television series/film/commercial.
- (ii) to use and exhibit the film and stills photographs with or without the scenes photographed in any medium, either now known or hereafter devised, and without any restrictions whatsoever throughout the world in perpetuity.

17.2 If the Principal believes that as a result of the Hirer's activities, Council's reputation has been damaged, clause 17.1 will not apply.

18. **Special Conditions**

18.1 The Principal may impose special conditions on the Hirer in addition to the standard terms and condition of contract listed above.

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