

Royal Botanic Gardens & Domain Trust — Conditions of Filming

GENERAL FILMING CONDITIONS

1. The applicant and participants must comply with any request made of them by the Royal Botanic Gardens and Domain Trust staff prior to, during and after the activity.
2. Close liaison must be maintained with Gardens' staff over the proposed use of the area concerned.
3. The approval of any other government agency that may be required is the applicant's responsibility.
4. All regulations under the Royal Botanic Gardens and Domain Trust Act 1980 (as amended) must be observed.
5. The guarantee of occupation occurs when both parties have signed a contract.
6. A public liability insurance policy for \$10 million indemnifying the Royal Botanic Gardens and Domain Trust and all its employees and agents must be arranged by the applicant. Evidence of this policy must be provided at least three working days prior to the event.
7. Any damage resulting from an approved activity shall be recompensed by the applicant. All direct costs incurred by the Trust in relation to the Organised Activity must be covered by the Applicant.
8. The Applicant or a representative is to be on-site at all times. A mobile telephone number is to be supplied for that person.
9. Additional specific conditions may be imposed and will be advised in a separate letter of approval.
10. A fee will be levied for use of the Trust's lands and facilities. A bond will also be required as security against possible damage and non-compliance with any condition of occupation.
11. Additional fees may be levied and/or the bond withheld if the film shoot is not managed in accordance with the contract.
12. An application for the use of Trust Lands submitted at short notice may incur a late booking fee or be refused. In the event of cancellation, a cancellation fee equivalent to the Trust's administrative costs up to the time of notification may be levied. Late cancellations may incur a fee, to be determined by the Royal Botanic Gardens and Domain Trust.
13. In the event of a change of date, the Trusts' costs associated with lost bookings on the site may be levied.
14. In the event of cancellation, a cancellation fee equivalent to the Trust's administrative costs up to the time of notification may be levied. Late cancellations may incur a fee, to be determined by the Royal Botanic Gardens and Domain Trust. In the event of cancellation a fee will be retained by the Trust as follows:
 - 25% of the Total Fee if cancelled within 4-8 weeks of the first date of the Occupation Dates.

- 50% of the Total Fee if cancelled within 28 calendar days and 72 hours of the first date of the Occupation Dates.

- 100% of the Total Fee if cancelled less than 72 hours of the first date of the Occupation Dates.

The cancellation must be in writing.

15. A deposit is not a guaranteed acceptance of the booking.
16. Amplified sound is not to exceed the Trust's Environment Protection Authority Licence limits.
17. Fireworks, balloons and rock bands are not permitted, unless specifically authorised by the Trust.
18. The Trust does not provide exclusive use of the Sydney Gardens and Domain. As a site hirer, the organiser should be aware that other non-related activities may be occurring or in place during your period of use.
19. The Applicant shall be responsible for the security of any equipment under their control.

FILMING STANDARD CONDITIONS OF APPROVAL FOR THE USE OF LANDS CONTROLLED BY THE ROYAL BOTANIC GARDENS AND DOMAIN TRUST

Structures

1. The Applicant must not alter, add or affix any item, sign or poster within the Trust Lands without prior consultation with the Trust. Items must not be attached to trees, buildings, heritage features or other fixed structures.
2. All authorised temporary structures must be weighted not pegged, and must be floored, unless otherwise specifically authorised by the Trust.
3. Before erecting any infrastructure, a Gardens representative must be contacted.
4. Only authorised structures and advertising will be permitted.
5. Weight all temporary structures, unless otherwise specifically authorised by the Trust.
6. During construction of marquees or other structures, the immediate area is to be fenced off and made safe to the public.
7. Ensure that marquees or infrastructure are placed outside the Tree Protection Zones (TPZ) (The TPZ is located within the drip-line of any tree canopy and/or 3 meters from the base of any tree).
8. Floor all temporary structures.

Vehicle Movement

1. Vehicles are not permitted to drive more than 10kmph on roads within the Gardens and Phillip & Crescent Precincts, Domain.
2. Vehicles must be parked only in the metered parking areas provided unless otherwise specifically authorised by the Trust.

3. When vehicular access is authorised, the Trust disclaims liability for any third party personal injury or property damage claims, which may arise from vehicles being driven or transported on its lands.
4. Vehicles are not permitted to drive or park on the grass.
5. Riding on the back, or other inappropriate parts, of open vehicles is strictly prohibited.
6. Drivers are not permitted to drive over sandstone curbing.

Catering Conditions

1. The authorised catering service must comply with all statutory health requirements including the Temporary Food Premises Code from Sydney City Council.
2. The use of barbecues needs prior approval. Barbecue residues must be collected in drip trays, and portable barbecues must be sufficiently elevated, mounted on level timber boards on which drip trays must be placed, to prevent damaging the turf.
3. The Caterer must ensure that hot water, oil, fat, ice or dry ice is not tipped on the grass.
4. Notification of all power and water requirements should be given direct to the Applicant's Site Manager.
5. The Applicant must ensure that all food & beverage areas have sufficient sullage and rubbish facilities available for use by all Catering outlets.
6. Catering Contractors and their staff must comply with any reasonable request made of them by Royal Botanic Gardens and Domain Trust staff prior to, during and after the activity.
7. Chairs used by the Licensee must be skid-based (u-shape legs) and be approved by the Royal Botanic Gardens and Domain Trust.
8. Close liaison must be maintained with the Applicant's Site Manager with regards to the proposed use of the area concerned.
9. All employees must wear the relevant health and safety clothing.
10. Caterers using gas bottles must display plates with current NSW LPG Certificate of Inspection & comply with all regulations.
11. All electrical cables must be covered with cableguard & waterproofed, in safe working condition and not create a hazard to the public.

Cleaning

1. All litter must be removed or placed in the bins provided.
2. All rubbish must be removed at the end of the Organised Activity
3. The Applicant is responsible for returning the Designated Trust Lands to the Trust in the same or better condition.
4. At the finish of the Organised Activity, the nominated Trust representative reserves the right to request further cleaning of the Designated Trust Lands at a cost to the Applicant.