

FILMING AND PHOTOGRAPHY POLICY AND GUIDELINES

1. Background

Port Botany, Port Kembla, and the Intermodal Terminals at Cooks River and Enfield, are vital economic and trade assets essential for supporting the needs of business and consumers in New South Wales. NSW Ports Operations Hold Co Pty Limited (NSW Ports) manages these assets.

2. Application for filming or photography

If any person or organisation wishes to film or photograph at any one of NSW Ports' facilities and meets the following criteria:

- Which is of a commercial nature, and
- Requires access to the site and requires the site to be restricted or closed off;
- Requires NSW Ports to implement specific measures for the event;
- Where filming/photography is more than two hours duration,

Is required to:

2.1 Request permission from NSW Ports to utilise the site in writing no less than 10 business days in advance of the proposed shoot date. (See form on Page 6 of this document).

This should include all relevant details including: organisation name and full contact details, purpose for filming/photography, date and time of proposed activities, location scope and boundaries of the site, number of personnel involved, type of equipment that will be used, list of vehicle(s) with corresponding license plate numbers being brought on site.

2.2 Pay the application fee.

A non-refundable application fee of \$500 is required to be paid to NSW Ports before your application will be assessed. Proof of this payment should be submitted along with the completed application form.

NSW Ports will endeavour to respond to your request within 5 business days.

3. Supporting Documentation

Successful Applications

Should the application be successful, the applicant will be required, within 5 business days of proposed activity to:

- Pay a fee to NSW Ports. (See Page 2, Section 4 "Schedule of Fees"). The application fee will be deducted from the final fee.
- Provide a copy of a certificate of currency of public liability insurance for an insured sum of \$10 million (as a minimum).
- Provide a safety management plan for the activities for the duration of filming or photography.

Explain how you will provide a safe system of work for employees and the public and comply with the WHS 2012 regulations.

- Provide a copy of your traffic management plan for the duration of filming or photography.

Explain how you intend to manage traffic and pedestrian arrangements including vehicle parking.

In all cases, filming or photography will not be permitted until the application has been approved and all necessary documentation is provided. All activities must be done in accordance with the approval. Variations to the original request will need to be reassessed by NSW Ports.

All personnel accessing the site(s) under this approval will be required to undertake a safety induction and complete a questionnaire prior to entry to the relevant site. Details will be provided as necessary.

Unsuccessful Applications

In the event that insufficient or unsatisfactory information is provided, filming/photography will not be permitted and the application fee will not be refunded.

4. Fees

There is a minimum fee of \$1000 payable to NSW Ports for each request. The application fee will be deducted from the final fee.

Schedule of fees	
First two hours	\$1000
Each subsequent hour (or part thereof)	\$250

Payment of fees should be made to:

Port Botany Operations Pty Ltd as Trustee for the Port Botany Unit Trust
 Account No: 836269085
 BSB: 013-006

5. Security

Under our lease, NSW Ports has a responsibility to have selected non-operational areas of our facilities open to the public at certain times of the day. If there is a need to open or secure these areas outside of the prescribed opening times, arrangements will need to be made to have extra NSW Ports security personnel on site.

Any additional costs that are incurred as a result of this, are the responsibility of the requesting organisation, and arrangements will need to be made prior to work taking place.

6. General Terms & Conditions of Filming or Photography

Provision of a signed application form shall mean the Applicant is bound by the Terms and Conditions of Granting an Application attached to this Application.

Application Process

If you wish to proceed with your application for permission to undertake filming and or photography on NSW Ports managed property:

- Complete the form on Page 6 of this document “Application for permission to undertake filming/ photography on NSW Ports managed property”
- Attach proof of payment of the application fee (\$500) as outlined in 2.2
- Email to: Sandy Rae
 Media and Communications Manager
sandy.rae@nswports.com.au

Should your application be successful, you will be contacted by NSW Ports and asked to provide further documentation as outlined on Page 1, Section 3 (Supporting Documentation).

Final approval will only be granted once all necessary documentation is received in full.

Need more information

If you require any more information or clarification please contact: NSW Ports on 1300 922 524 or see www.nswports.com.au.

Terms and Conditions of Granting an Application

Approvals, Insurance And General Obligations

1. The Applicant and their employees, agents, subcontractors and associates must comply with any request made of them by the NSW Ports Operations Hold Co Pty Limited (NSW Ports) staff and/or its contractors (BSMS) prior to, during and after the activity.
2. The Applicant must maintain close liaison with NSW Ports staff over the proposed use of the area concerned.
3. The Applicant must source approval of tenants, licensors or any government agency that may be required.
4. The Applicant must have a public liability insurance policy for minimum \$10 million noting the interest of NSW Ports and all its employees and agents. The policy must be arranged by the Applicant prior to beginning filming/photography.
5. The Applicant must provide evidence of this policy at the time of application.
6. The Applicant shall ensure any damage resulting from an approved film/photography shoot shall be compensated by the Applicant. All reasonable direct costs incurred by NSW Ports in relation to the shoot is indemnified by the Applicant.
7. The Applicant shall ensure all rubbish and equipment is removed from the NSW Ports land.
8. The Applicant or a representative is to be on-site at all times during the filming/photography.
9. The Applicant agrees additional specific conditions may be imposed and will be advised in writing at the time of approval of the application.
10. The Applicant agrees the site is available only to the Applicant whose name appears on this letter and consent is not transferrable.
11. The Applicant shall advise NSW Ports if any aspect of the activities changes from the way it is described in the application.
12. Where NSW Ports' (or its tenants) buildings or lands are depicted in a film, video, photograph or other medium, the Applicant shall not cause any display of images, words, acts or other material of a crude, offensive nature that is likely to embarrass or distress or in any way injure the reputation and standing of NSW Ports, its tenants, employees or any reasonable member of the public.
13. The Applicant may not use fireworks, externally sourced plants, animals or amplified sound unless specifically authorised by NSW Ports.
14. The Applicant must ensure no environmental damage is caused by its access or activities whilst on NSW Ports land.
15. The Applicant is not provided exclusive use of the NSW Ports land. The Applicant should be aware that other non-related activities may be occurring or in place during your period of use.
16. The Applicant agrees NSW Ports reserves the right to cancel an Applicant's booking at any time without reason. No compensation will be payable other than return of the application fee.

Risk Management, Safety And Indemnity

17. Where the activity involves more than four people and use of equipment or installation of structures, the Applicant shall provide a Risk Management and Safety Plan for filming/photography at the location which shall be implemented and a copy provided to NSW Ports prior to commencement of the shoot. This includes a risk register as evidence that a thorough risk assessment, which identifies risks and provides a means of implementing and managing controls, has been conducted. This also includes emergency and evacuation plans.
18. Where required the Applicant shall ensure all Applicant employees and contractors must have WH&S induction training and have completed safe

work method statements as reasonably required.

19. The Applicant must ensure all incidents including injury, property damage or loss and near misses be investigated, documented and reported to NSW Ports immediately.
20. The Applicant shall ensure all serious incidents are reported verbally to NSW Ports immediately.
21. The Applicant shall ensure its employees' agents and contractors' work practices do not cause hazards or endanger port operations (whether NSW Ports or tenants) on NSW Ports land. The work site must be safe, with appropriate safety barricades, guards and signage in place where necessary.
22. The Applicant shall ensure equipment used on NSW Ports land must be in a safe working condition with appropriate safety devices fitted and all equipment conforms to appropriate WH&S legislation.
23. The Applicant shall ensure its employees and contractors must be suitably attired sober and thoroughly trained for the purposes of the activity.
24. The Applicant must comply with any reasonable directions by NSW Ports to remove an employee, agent or contractor from the Site if (in the reasonable opinion of NSW Ports) they are endangering (or may endanger) NSW Ports, its tenant's operations, people, land or equipment.
25. The Applicant acknowledges that they conduct their activity entirely at their own risk and releases NSW Ports from any and all claims of any kind occurring to any person or property (whether themselves or third parties) whilst on NSW Ports land.
26. The Applicant agrees to indemnify the NSW Ports, its officers, servants and agents, in respect of any damage, injury or loss, claims, demands or expenses whatsoever which may be instituted or made against NSW Ports, its officers, servants or agents by any person or persons or agents for any damage, injury or loss to any person or property

whatsoever caused directly or indirectly from the activities of the Applicant in filming/photography of NSW Ports land, people and equipment.

27. The Applicant's liability to indemnify the NSW Ports shall be reduced proportionally to the extent that any act or omission of the NSW Ports its servants or agents, directly contributed to the loss or liability.

Fees And Charges

28. The Applicant shall pay the required fees prior to access the NSW Ports land. A bond may also be required as security against possible damage.
29. The Applicant agrees that failure to comply with these conditions may result in additional fees and/or the bond being withheld (if any).
30. The Applicant agrees in the event of cancellation, all fees and amounts paid (other than a bond (if any) are non-refundable.
31. The cancellation must be in writing.
32. In the event of a change of date, a fee may be levied equivalent to NSW Ports' administrative costs associated with this change of date.
33. Approval will not be final until full payments are received.
34. NSW Ports reserves the right to appoint a NSW Ports site representative to monitor the interests of NSW Ports. The Applicant must meet the reasonable costs associated with the engagement of a NSW Ports site representative.

Structures And Equipment

35. The Applicant shall ensure NSW Ports approval be granted before the erection of any structures. Plans must be submitted to NSW Ports for this approval.
36. The Applicant must not alter, add or affix any item, sign or poster within NSW Ports land without prior consultation with NSW Ports. Items must not be

attached to any fixed structures without written approval.

37. The Applicant shall be solely responsible for the security of any equipment under their control.

Vehicle Movement

38. The Applicant must comply with any NSW Ports written directions regarding use of vehicles on NSW Ports land.

40. When vehicular access is authorised, the Applicant indemnifies NSW Ports for any liability for any Applicant or third party personal injury or property damage claims, which may arise from vehicles being driven or transported on the NSW Ports lands.

41. Agreement to this terms by the Applicant is by way of deed poll.

Section 1: Your details

Name:

Position:

On behalf of organisation:

Date:

Mobile:

Land Line:

Email:

Section 2: Details of proposed shoot

Location:
Attach drawings if required

Date:

Start Time (first entry to site):

End Time (final entry to site):

Number of personnel on site:

Proposed activities:

Declaration:

I have read the accompanying Filming and Photography Policy and Guidelines document and accept the Terms and Conditions of Granting an Application attached to this Application as stated therein.

Name:

Company (ACN):

Signature:

Date:

Office Use ONLY

Form Processed by:

Form Received Date:

Notes:

Approved: Yes No

Applicant informed: