

APPLICATION TO FILM AT QUEENSTOWN AIRPORT

Please complete and submit the application form below to request permission to film at Queenstown Airport.

Company / Organisation / Individual:

Job Title:

Postal Address:

Contact Number:

Email Address:

Duration of Film / Photo Shoot:

(Days & times)

Nature of Film / Photo Shoot:

Proposed airport locations:

Flight number, arrival/departure time:

(if seeking permission to film an aircraft)

Type of equipment:

Number of crew members:

(please attach a list of their names)

Number of cast members:

(please attach a list of their names)

Other Specific Requirements:

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Indicative Location Fee:

	Costs per half day (4 hours)	
	Landside (plus GST)	Airside (plus GST)
Media	Nil	Nil
Student Projects	Nil	NZ\$250
Promotional filming/photography	NZ\$250	NZ\$500
Film or Television Series	NZ\$500	NZ\$1,000
Commercials	NZ\$1,000	NZ\$1,500

I (Company/Organisation/Individual) apply to film at the Queenstown Airport.

I confirm that all information supplied on this form is true and correct.

I have read this agreement and fully understand the terms attached. If I am granted approval these are the terms that will apply to my filming at Queenstown Airport Corporation Limited.

I am duly authorised to enter into this agreement.

Signed:

Name:

Date:

Checklist:

- Have you enclosed a copy of your certificate of insurance? YES/NO
- Have you enclosed a list of the cast & crew members? YES/NO
- Have you received permission from all appropriate parties? YES/NO

Please send the completed application to Queenstown Airport's Marketing and Communications team. Email: media@queenstownairport.co.nz

FOR OFFICE USE ONLY:

APPROVED: _____ REVIEWED BY: _____

DATE: _____

Please read the following Terms carefully. These Terms apply if you (**Hirer**) are granted approval to film at the Queenstown Airport (**Airport**) by Queenstown Airport Corporation Limited (**QAC**). The Terms may be amended at any time by QAC giving notice to the Hirer.

1. Background

- 1.1 QAC is the operator of the Airport.
- 1.2 The Hirer is responsible for the filming of the Film.
- 1.3 The Hirer has applied to hire certain areas of the Airport upon the terms set out below.

2. Interpretation

- 2.1 In these Terms, unless the context otherwise requires:
 - (a) **Airside** means the areas of the Airport accessible only to those who have passed through Aviation Security screening (e.g. Customs, gate lounges, Duty Free, airfield);
 - (b) **Date of Hire** means the date of filming specified in the application;
 - (c) **Deposit** means the deposit provided by the Hirer to QAC under clause 5;
 - (d) **Fee** means the fee for the hire of the Airport and payable in accordance with clause 4;
 - (e) **Film** means the film or photoshoot as specified in the application;
 - (f) **Invitees** means any person invited to enter the Airport by the Hirer including, but not limited to employees, contractors, agents, volunteers or any other person;
 - (g) **Landside** means areas that do not require Aviation Security screening and are easily accessible to the general public (which includes the main terminal concourse); and
 - (h) **Location** means the areas in the Airport that are permitted to be filmed by the Hirer under the terms and the application.
- 2.2 \$ or dollars refers to New Zealand dollars and, unless otherwise specified, all amounts payable by a party under these terms are to be paid in New Zealand currency.

3. Licence to use Airport

- 3.1 QAC grants the Hirer the right to enter and use the Airport for the purpose of producing the Film on the dates, times, locations and other conditions as set out under these Terms and the application.
- 3.2 For all Airside film applications, a minimum notice period of one week is required. For films over four hours in duration or for requests necessitating QAC staff resources, a minimum of two weeks' notice is required.

4. Fee and payment

- 4.1 The Indicative Location Fee specified in the application covers the use of the Airport locations set out in the application, and are subject to change at any time in QAC's absolute discretion. The type of filming and scale of the Film will determine the location charges to be applied.
- 4.2 Payment is due in advance, unless QAC agrees otherwise, in which case the payment is due in full no later than the 20th day of the month following the date of invoice and a deposit under clause 5 is payable.
- 4.3 Where full payment is not made by the due date, QAC reserves the right to charge interest on the outstanding balance at 2.0% per calendar month.
- 4.4 The Hirer shall be liable for all fees or expenses incurred by QAC in collecting or attempting to collect any money owed by the Hirer.
- 4.5 The Aviation Security Service (AVSEC) and border protection agencies NZ Customs and the Ministry of Primary Industries (MPI) may also impose charges depending on their requirements.
- 4.6 The Hirer will pay to QAC any other costs required for the provision of the Airport to the Hirer, including but not limited to security, cleaning, staffing or equipment resources to supervise the Film or provide Airside access. These costs shall be payable by the Hirer to QAC upon receipt of a valid tax invoice.

5. Deposit

- 5.1 In instances where full payment is not required in advance of the Film, the Hirer shall pay 10% of the estimated cost (ascertained by QAC in its sole discretion) as a deposit upon notice of approval of the application. The Deposit must be received in cleared funds in QAC's nominated bank account before the Date of Hire.

6. Damage to Airport

- 6.1 No equipment or vehicles may be brought to the Airport without QAC's prior written consent, in which case the Hirer shall ensure that measures are put in place that will prevent any damage being caused to the Airport. Such measures shall be supplied at the cost of the Hirer and must be approved in advance by QAC.
- 6.2 Without prejudice and in addition to QAC's rights under these Terms, if the Airport is damaged (directly or indirectly) as a result of the activities of

the Hirer or an Invitee, albeit directly or indirectly, the Hirer shall indemnify QAC for the costs incurred in remedying the damage of the Airport

7. General obligations on the Hirer

7.1 The Hirer shall:

- (a) obtain permission from Aviation Security and all relevant airline companies if filming is to occur on the tarmac;
- (b) obtain permission from the relevant agencies if filming is to occur in areas such as Customs and Ministry of Primary Industries Biosecurity;
- (c) restrict any filming to cast and crew members only, no member of the public or QAC employee is to be filmed as part of any scene without their express permission;
- (d) comply with all reasonable timeframes, directions and other requirements notified by QAC;
- (e) comply with the directions of QAC staff at all times;
- (f) not intentionally or negligently damage the reputation of QAC;
- (g) not intentionally or negligently damage or intentionally adversely affect the business operations or assets of QAC;
- (h) remove any property or equipment brought into the Airport by the end of the period of hire, to ensure the Airport is left in the same condition as at the commencement of hire;
- (i) adequately supervise and control all Invitees attending the Airport; and
- (j) ensure compliance with all relevant laws and regulations.

7.2 The Hirer shall not capture on film, signage of any advertiser, sponsor, tenant, airline, or border agency, which signage is displayed in or around the Airport. Where signage is unavoidably captured on film, the Hirer shall obtain the permission of the advertiser or sponsor for use in the Film, prior to the release of the Film.

7.3 The Hirer shall ensure that all its Invitees comply with its obligations under these terms.

7.4 QAC reserves the right to cancel or suspend any filming at any time at its sole discretion.

8. Insurances

8.1 The Hirer shall at all times maintain a public liability insurance policy with a reputable insurer for an

amount of not less than \$1,000,000 for Landside filming, and \$10,000,000 for Airside filming.

8.2 The Hirer shall supply a copy of the certificate of currency of insurance, or such other evidence as QAC agrees, of the above insurance policy.

8.3 The Hirer indemnifies QAC for any loss or liability which it may incur as a result of an act or omission by the Hirer whereby the rate of any of QAC's premium may be increased or QAC's insurance made void or voidable.

9. Health and Safety

9.1 The Hirer is a PCBU, as defined in section 17 of the Health and Safety at Work Act 2015, and at all times with that Act and its regulations. Nothing in these terms shall be taken to limit the duties owed by the Hirer under the Health and Safety at Work Act 2015.

9.2 Where the Hirer and QAC and any contractors and subcontractors have duties in relation to the same matter imposed by or under the Health and Safety at Work Act 2015, they must, so far as is reasonably practicable, consult, cooperate, and coordinate activities with each other.

9.3 The Hirer will immediately notify QAC of any risks to health and safety which the Hirer observes or becomes aware of at the Airport or Location. The Hirer must also immediately notify QAC of any notifiable incident (as defined in the Health and Safety at Work Act 2015) it becomes aware of at the Airport or Location.

10. Confidentiality

10.1 The application and its Terms and any business information provided by QAC in connection with the Hire of the Airport are confidential. The Hirer agrees not to disclose any such information without QAC's written consent. It will not be a breach of this clause for the Hirer to use information to the extent required to perform its obligations under these terms or to disclose information to the extent required by law.

11. Intellectual property

11.1 The Hirer shall not be permitted to use any footage of the Airport depicting the Airport logo or any of QAC's intellectual property nor use any footage for any production other than the Film nor licence nor permit the licensing of any footage for any purpose whatsoever other than the Film.

11.2 Unless specifically authorised by the relevant rights holder or by QAC, the Hirer shall not and shall procure that the Film shall not claim or imply any

sponsorship, endorsement or other association between QAC or the Airport.

12. Indemnity

- 12.1 Without limiting any rights or remedies of QAC, the Hirer indemnifies QAC and its officers, employees and agents, as a continuing indemnity, against all claims, debts, accounts, expenses, costs, liens, actions and proceedings of any nature whatever whether known or unknown by any person, arising directly or indirectly out of, or in connection with these terms or their performance or non-performance.

13. Parking

- 13.1 Parking is available in the public car park at the usual rates. Special parking spaces cannot be allocated. Large production vehicles may be agreed to be QAC in its absolute discretion.

14. Limitation of liability

- 14.1 QAC shall not be liable for any loss or damage or liability of any kind whatsoever whether suffered or incurred by the Hirer or another person and whether in contract, or tort (including negligence), or otherwise and whether such loss or damage arises directly or indirectly.
- 14.2 Filming is at the Hirer's own risk including any damage or loss to the Hirer's equipment or property brought to the Airport.

15. General

- 15.1 **No assignment:** The Hirer may not assign, transfer or otherwise dispose of the whole or any part of its rights or obligations under these terms without the prior written consent of QAC.
- 15.2 **Variation:** No variation of or amendment to these terms will be effective unless in writing.
- 15.3 **Severability:** If any term is invalid or unenforceable or in breach of any Act of Parliament, the validity of the remainder of these terms will not be affected and will remain in full force and effect.
- 15.4 **Waiver:** No failure or delay by a party in insisting on the strict performance of these terms or to exercise any right under these terms will operate as a waiver of those matters. A waiver will not be effective unless it is in writing. A waiver of any breach will not be a waiver of any other breach.
- 15.5 **Entire Agreement:** These terms are agreed prior to signing, and record the entire arrangement between the parties relating to the matters dealt with and supersede all previous arrangements, understandings or representations whether written, oral or both, relating to these matters.
- 15.6 **Survival:** The termination or expiry of these terms for any reason will not affect any clauses which are expressed as being, or by their nature are, intended to survive such termination.