



## Sydney Olympic Park Authority Policy

Policy Name	Commercial Concessions Guidelines (Fees and Charges)
Policy No.	POL 02/6
Department File No.	F02/791
Business Unit	Commercial & Corporate
Office Responsible	General Manager, Commercial & Corporate
Approving Officer	Chief Executive Officer
Date of Approval	

Version	Date
3	July 2006
4	September 2007

## TABLE OF CONTENTS

A.	COMMERCIAL CONCESSION GUIDELINES, FEES AND CHARGES .....	4
1.	Definitions .....	4
2.	GST .....	6
3.	Reduction or waiving of fees .....	6
4.	Review of Fees .....	6
B.	COMMERCIAL CONCESSIONS POLICY .....	7
1.	Purpose .....	7
2.	Legislative Basis .....	7
3.	Scope.....	7
4.	Authorisations .....	8
5.	Responsibility.....	8
6.	Operational Framework – Commercial Concessions .....	8
7.	Operational Framework – Filming Concessions .....	9
8.	Special Concessions .....	10
9.	Approvals.....	10
10.	Use of name "Sydney Olympic Park" .....	11
11.	Fees and Charges .....	11
12.	Licensed Area.....	12
13.	Bonds .....	13
14.	Sponsorship and Advertising .....	14
15.	Insurance and Indemnity .....	14
16.	Documentation and References.....	14
17.	Enquiries .....	14
	SCHEDULE A .....	15
•	Guideline of general conditions of site hire at Sydney Olympic Park.....	15
	SCHEDULE B .....	16
•	Licence Agreement .....	16
	SCHEDULE C .....	18
•	Application for Filming Permit .....	18
	SCHEDULE D .....	19
•	Letter Agreement – Filming Application .....	19
	SCHEDULE E .....	21
•	Schedule of Fees and Charges .....	21
C.	CONSTRUCTION, BUILDING AND RELATED APPROVALS AND FEES.....	26
1.	Fees .....	26
	SCHEDULE F .....	27
•	Schedule of Fees and Charges .....	27
•	Application for Construction Certificate .....	27
•	Application for Construction Certificate involving a BCA alternative solution.....	27
•	Application to Modify the Construction Certificate.....	27
•	Principal Certifying Authority - Inspection Fee .....	27

- Compliance Certificate ..... 28
- Occupation Certificate ..... 28
- Section 149A Building Certificate ..... 28
- Administration of Certificates ..... 28
- Copies of Certificates ..... 28
- Amusement Devise Approval – Part F activity ..... 28
- Review of a determination of applicant's application ..... 28
- Outstanding Notices advice ..... 28
- Subdivision Certificates ..... 29
- Place of Public Entertainment Approval ..... 29
- Swimming Pool Compliance Certificate ..... 29
- Professional Building Code / Fire Safety / Regulatory Advice ..... 29
- SCHEDULE G ..... 30
- Newington Building Approval Fee Schedule ..... 30
- Building Application Fees ..... 30
- Amended Building Applications ..... 30
- Building Application involving a BCA alternative solution ..... 30
- Inspection Fee ..... 30
- Occupation Certificates – Dwellings ..... 30
- Occupation Certificates – Residential flat buildings ..... 30
- Subdivision Certificates ..... 30
- (Linen Plan release) ..... 30
- D. OPERATIONAL FEES AND CHARGES ..... 31
- Hoarding Permit – Building/Footpath ..... 31
- Work Zone/Truck Zone Permit ..... 31
- Road Occupancy Permit ..... 31
- Road Opening Permit ..... 31

## A. COMMERCIAL CONCESSION GUIDELINES, FEES AND CHARGES

Regulations 19 and 19A-19C of the Regulation provide (in part) the following:

### **19 Fees**

(4) *However, the Authority may not charge a fee for the inspection of premises that are not used for a commercial activity, except where it is necessary to inspect the premises in connection with an application for an approval or a certificate concerning the premises or in connection with any inspection that is reasonably necessary to determine if an approval or a certificate has been complied with.*

(5) *If inspections of premises are reasonably necessary to determine if an approval or a certificate has been complied with, a fee may not be charged for the inspection of any thing for which the Authority relies on a certificate under section 93 of the Local Government Act 1993 that the thing has been done in compliance with the approval or certificate.*

### **19A Determination of amount of fee**

(4) *In making a determination under this clause in respect of a fee for providing a service, the Authority must take into consideration the following factors:*

(a) *the cost to the Authority of providing the service,*

(b) *the price suggested for that service by any relevant industry body or in any schedule of charges published, from time to time, by the government department or agency engaged in the administration of the Act or statutory instrument under which the service is provided,*

(c) *the importance of the service to the community.*

(5) *The cost to the Authority of providing a service in connection with the exercise of a regulatory function need not be the only basis for determining the fee for that service.*

(6) *A higher fee or an additional fee may be charged for an expedited service provided, for example, in the case of urgency.*

### **19B Effect of other Acts and statutory instruments**

(1) *If the amount of a fee for a service is determined under an Act (other than the Act) or statutory instrument, the Authority may charge a fee in addition to the amount determined under the Act concerned or the statutory instrument.*

(2) *If the charging of a fee for a service is prohibited under an Act, the Authority must not charge a fee for that service.*

### **19C Authority may waive or reduce fees**

*The Authority may waive payment of, or reduce, a fee (whether expressed as an actual or a maximum amount) in a particular case if the Authority is satisfied that the case falls within a category of hardship or any other category in respect of which the Authority has determined that payment should be so waived or reduced.*

Additional details relating to fees may be found under **Part 4 Miscellaneous** of the Regulation.

This Policy sets out the fees and charges and the related procedure for various services provided by SOPA.

## **1. Definitions**

1.1 For the purposes of this Policy:

**"Advertising Activities"** means advertising activities that are conducted in or near a licensed area but are not the subject of a separate sponsorship agreement with SOPA (for example parked vehicles with advertising trailers, a number of vehicles displaying advertising material that are parked in close proximity, vehicles with "lunchboard" style advertising)

**"Authority"** means SOPA

**"Commercial"** means any commercial use including promotions, corporate organisation associated events, events that use an event management company, corporate functions, weddings and any activity involving retail sales

**"Community Group"** includes family groups, charities (endorsed by Australian

Taxation Office and registered as an approved charity for tax concession purposes) and (where SOPA, in its sole discretion, considers appropriate) a DGR.

**"concession"** means a permission required by an individual or an organisation to conduct an approved activity in the public domain of Sydney Olympic Park

**"DGR"** means a deductible gift recipient within the meaning of the *Income Tax Assessment Act 1997* (Cth)

**"EPA Act"** means *Environmental Planning and Assessment Act 1979* (NSW)

**"Filming"** means film production shoots and photography activities for recording images regardless of medium or format (eg digital, magnetic tape, celluloid still, motion) that captures the branding, image or intellectual property of Sydney Olympic Park Authority or is conducted in areas at Sydney Olympic Park within the control of SOPA

**"Filming Application"** means the Filming application form available on SOPA's website (a copy of which is attached as **Schedule C**)

**"LGA Act"** means *Local Government Act 1993* (NSW)

**"Licence"** means SOPA's current licence agreement (a copy of which is attached as **Schedule B**), as amended from time to time

**"Licensee"** means a concessionaire, film company or other party granted a concession under this Policy

**"Policy"** means this Commercial Concession Guidelines, Fees and Charges policy

**"Pools Act"** means *Swimming Pools Act 1992* (NSW)

**"Promotions"** means promotional activities such as product and service promotions (for example motor car displays, radio station marketing activities, soft drink marketing, and newspaper giveaways)

**"Regulations"** means *Sydney Olympic Park Regulation 2001* (NSW)

**"sell"** includes any of the following:

- (a) sell by wholesale, retail, auction or tender,
- (b) hire,
- (c) barter or exchange,
- (d) supply for profit,
- (e) offer for sale or hire, receive for sale or hire, have in possession for sale or hire or expose or exhibit for sale or hire,
- (f) conduct negotiations for sale or hire,
- (g) consign or deliver for sale or hire,
- (h) solicit for sale or hire,
- (i) cause or permit anything referred to above

**"SOPA"** means Sydney Olympic Park Authority constituted under the SOPA Act

**"SOPA Act"** means the *Sydney Olympic Park Authority Act 2001* (NSW) or where the context permits, the regulations under the SOPA Act

**"Sydney Olympic Park"** has the same meaning as in the SOPA Act

## 2. GST

2.1 In this Policy, unless the context indicates a contrary intention:

- (a) "**Agreed Price**" means the amount the recipient is required to pay to the supplier under any provision of this Deed (except this [clause 2](#)) for a supply;
- (b) "**GST Act**" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or regulations where applicable;
- (c) "**GST Exempt**" means a supply that is excluded from GST under Division 81 of the GST Act (but is not GST-free);
- (d) a reference to a supply is a supply under this Policy; and
- (e) words and phrases used that are also used in the GST Act have the same meaning as in the GST Act.

2.2 A supply may be GST Exempt.

2.3 Despite the other provisions of this Policy, if the supplier is or becomes liable to pay GST for any supply:

- (a) the Agreed Price for that supply is **inclusive** of GST unless otherwise stated;
- (b) if the Agreed Price for that supply is quoted **exclusive** of GST then the recipient must pay the amount of GST on a taxable supply at the same time and in the same way as the recipient must pay the Agreed Price.

2.4 The supplier must issue a tax invoice to the recipient for the supply.

## 3. Reduction or waiving of fees

3.1 SOPA will only consider reducing or waiving a fee if:

- (a) the fee relates to a Community Group; and
- (b) a written request or other appropriate documentation is submitted that substantiates that the fee is either inappropriate or excessive under the circumstances.

3.2 The reduction or waiving of a fee will be determined in accordance with this Policy (where applicable) or at SOPA's sole discretion.

## 4. Review of Fees

4.1 SOPA reserves the right to amend the fees and licence agreements from time to time.

## B. COMMERCIAL CONCESSIONS POLICY

---

### 1. Purpose

- 1.1 The Commercial Concessions Policy ("**Policy**") describes the policy and operational framework for fees and charges for commercial concessions for SOPA at Sydney Olympic Park. It excludes those areas in Sydney Olympic Park under lease, licence or other occupancy agreements.

### 2. Legislative Basis

- 2.1 Various provisions under Regulation 3 of the Regulation form the legislative basis for this Policy. Regulation 3 includes the following:

#### **3. Commercial and other activities**

*A person must not do any of the following at Sydney Olympic Park, except as authorised by the Authority:*

- (a) sell or hire, or offer for sale or hire, any article,*
- (b) provide, or offer to provide, any services for fee, gain or reward,*
- (c) supply, or attempt to supply, (including by selling or attempting to sell) a ticket for admission to a sportsground,*
- (d) use any audio, loudspeaker or broadcasting equipment or camera (whether photographic, cinematic or video), for a commercial purpose,*
- (e) distribute any advertising matter or display any advertisement (other than on a vehicle driven by the person or on any clothing worn by the person),*
- (i) distribute a brochure, leaflet or hand bill,*
- (j) conduct a wedding,*
- (k) collect or attempt to collect money,*
- (l) busk,*
- (o) camp or use facilities for sleeping overnight,*
- (p) erect a tent or other temporary structure,*
- (y) land or launch any aircraft, helicopter, parachute, hang-glider or hot air or gas-filled balloon, or any similar things,*
- (aa) bring a horse into Sydney Olympic Park, or lead or ride a horse, or leave a horse unattended or untethered,*
- (ii) bring a vehicle into Sydney Olympic Park which leaks an excessive amount of oil onto a sealed surface,*
- (jj) moor a vessel (otherwise than by securing the vessel to a wharf of the Authority) or tie a vessel to any vegetation.*

### 3. Scope

- 3.1 This Policy aims to procure concessions and facilitate activities that:

- (a) achieve fair market return;
- (b) support commercial, recreational and promotional activities of stakeholders;
- (c) maximise public use and enjoyment of Sydney Olympic Park;
- (d) enhance visitor services;
- (e) do not erode the potential earnings of venue operators.

- 3.2 This Policy utilises the following principles:

- (a) concession charges for the use of the public domain are market based and recognise that the site is a prestigious, world-class icon that requires considerable expenditure to maintain at a premium standard;
- (b) all assessments of applications for concessions must include a comprehensive

- risk assessment;
- (c) SOPA will seek market-based returns from commercial concession arrangements;
- (d) the procurement and management of concessions will comply with the Government's standards of probity and transparency and will follow due process;
- (e) all concessions must comply with statutory planning requirements, SOPA's Environmental Guidelines and relevant regulations;
- (f) the NSW Government's directions contained in the Premier's Memo 96.12 relating to Agency Co-operation with the Film and Television Industry;
- (g) nothing in the policy varies the requirements of the Parklands Plan of Management which must be adhered to at all times.

#### 4. Authorisations

- 4.1 Under current delegations approved by the SOPA Board, the nominated officers under the Regulation may, subject to SOPA's Commercial Concessions Guidelines, authorise the following at Sydney Olympic Park:

<b>Regulation</b>	<b>Authorised action</b>	<b>Delegate</b>
Reg 3(a)	Authorise the selling or hiring of articles	Executive Manager, Commercial Services
Reg 3(a)	Authorise the selling or hiring of articles where the activity is limited to SOPA events, which do not have any association with a venue, its facilities or resources	General Manager, Operations & Sustainability; Executive Manager, Precinct Operations
Reg 3(b)	Authorise provision of services for a fee	Executive Manager, Commercial Services; General Manager, Commercial & Corporate
Reg 3(c)	Authorise the supply of tickets for admission to a sports ground	Executive Manager, Commercial Services
Reg 3(d)	Authorise the use of any audio, loudspeaker or broadcasting equipment or camera (photographic, cinematic or video) for a commercial purpose	General Manager, Operations & Sustainability; Executive Manager, Precinct Operations
Reg 3(e)	Authorise distribution of any advertising matter or display of any advertisement (other than on a vehicle driven by a person or on any clothing worn by a person)	Executive Manager, Commercial Services

#### 5. Responsibility

- 5.1 Commercial and Corporate Unit is responsible for monitoring and implementing the Policy. The contact officer is the Property Administration Officer (9714 7275).

Other Units affected by this Policy will be consulted on implementation of the Policy.

#### 6. Operational Framework – Commercial Concessions

**Responsible Department:** Commercial Services

- 6.1 The following requirements apply to commercial concessions:

- (a) Application for either a long-term or a temporary commercial concession must be made in writing to the Executive Manager, Commercial Services.

- (b) Where applicable, applicants are provided with the document "*Terms and Conditions for Site Hire*" (see **Schedule A**).
- (c) The Executive Manager, Commercial Services will assess applications to ensure all aspects relating to risk, probity, insurance, fees and charges, environmental compliance and operational matters have been satisfied. Other SOPA divisions will be included in the assessment when exercise of the concession impacts on their area of responsibility.
- (d) SOPA reserves the right to reject applications not received at least seven days prior to the event.
- (e) Long-term concessions are normally licensed for 12 months and are generally granted to service providers other than food and beverage (eg people movers, bike tours, merchandising).
- (f) Short-term concessions are generally granted for single events.
- (g) Successful applicants must execute a Licence prior to occupation. The terms of the Licence may vary depending on the particular needs of the activity or event.

## 7. Operational Framework – Filming Concessions

**Responsible Department:** Precinct Operations

Sydney Olympic Park offers a unique opportunity for film and television activity. In using this opportunity, maximum benefit will be facilitated by:

- (a) marketing and promoting the range of locations and facilities on the site;
- (b) providing informed advice about the site to production companies;
- (c) ensuring efficient and timely processing and advice concerning application status.

### 7.1 Applications

Application for Filming must be made in writing to the Executive Manager, Precinct Operations on the Filming Application.

Successful applicants must sign a Letter of Agreement (a sample of which is attached as **Schedule D**).

### 7.2 Filming Categories

- (a) **Commercial Filming** means Filming principally intended for public viewing which may or may not be undertaken for financial gain, driven by a profit motive or by commercial contributions, and includes the Filming of:
  - (i) advertisements, feature films, TV drama, documentaries; and
  - (ii) images for magazines, postcards, promotional material, books and advertisements and commercial photography for private events.
- (b) **News and Current Affairs** means Filming for news of the day and current affairs where crew and equipment travel in one vehicle that is no larger than a passenger vehicle.
- (c) **Other Filming** means Filming that is used for:

- (i) educational or commercial purposes but will not be used for financial gain; and
  - (ii) student films that are from an accredited course or organisation.
- (d) **Private Filming** means Filming that is purely of a personal nature and is not for commercial or educational use or financial gain.

Filming Applications and fees apply as follows:

	<b>Filming Application</b>	<b>Application Fee</b>	<b>Bond (if applicable)</b>	<b>Location Fee</b>
Commercial Filming	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other Filming	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	-
News and Current Affairs	No – but prior approval from Film & Event Co-ordinator required		-	-
Private Filming	-	-	-	-

### 7.3 **General**

The Film and Event Co-ordinator will:

- (a) advise applicants about sites in the area;
- (b) answer questions regarding the progress of the application;
- (c) ensure that the applicant is aware of any additional approvals that may be needed;
- (d) liaise with SOPA departments to ensure that the time scheduled for filming does not conflict with other activities in the area.

At the discretion of the Executive Manager, Precinct Operations, SOPA site supervision may be required for film and television shoots for which there may be a charge. Site supervision is usually arranged using the services of SOPA's contracted security service.

## 8. **Special Concessions**

### 8.1 **Charity Collectors**

Requests to utilise Sydney Olympic Park as a charity collection point (most frequently in conjunction with major events) are to be treated as a request for a concession.

### 8.2 **Busking**

Busking is permitted at Sydney Olympic Park, subject to SOPA's approval and execution of a Licence. The cost of a Licence is based on the number of performers, and the space occupied. SOPA reserves the right, at its sole discretion, to approve or decline applications from buskers, or to terminate the approval for a person to busk without notice.

## 9. **Approvals**

- 9.1 Approval of applications is at the absolute discretion of SOPA who may take into consideration the nature of the concession activity or Film shoot, the locations required for the purpose, and any other information SOPA considers relevant.
- 9.2 The Licensee must abide by any conditions stipulated in the approval and the Licence.

- 9.3 The Licensee must ensure its employees, agents and contractors are aware of the Licensee's obligations and responsibilities under the Licence and receive a copy of the approval conditions and Licence, as required.
- 9.4 SOPA will not warrant that the approved location is suitable for any use.
- 9.5 SOPA seeks a superior level of professionalism from the Licensee in the use of SOPA property or in conducting activities at Sydney Olympic Park. SOPA reserves the right to remove a Licensee (or its employees and agents) from the site whose behaviour or conduct does not achieve the required standard (including dress, interaction with the public, compliance with Licence conditions, or other issues determined reasonably by SOPA).
- 9.6 Approval for use of the Cauldron is subject to the terms of the Cauldron Policy.

## **10. Use of name "Sydney Olympic Park"**

- 10.1 The Licensee must, acting in good faith and in consultation with SOPA, use the name "**Sydney Olympic Park**" in its signage, promotional activity or sponsorship arrangements either as part of or in connection with the event.

## **11. Fees and Charges**

### **11.1 General Principles**

- (a) SOPA acts in a commercially responsible manner in determining the fees and charges. Any price determination must include a risk assessment. In principle, SOPA will seek to cover all its costs from fees and charges when they are directly related to the activity and are not reasonably recoverable from other services.
- (b) SOPA is to observe the "*NSW Government Policy Statement on the Application of Competitive Neutrality, January 2002*".
- (c) Charges are levied in accordance with the provisions of this Policy. Applications for exceptions to the policy are to be made to the Executive Manager, Commercial Services.

### **11.2 Basis for Fees and Charges**

Fees and charges are set out in **Schedule E** and are reviewed periodically. The determination of fees and charges recognises that:

- (a) as Sydney Olympic Park is an open site, there could be an expectation that concessions are free and diminished in value. A charge indicates that concessions are screened and are regarded as having worth;
- (b) as economic benefits are different to some commercial users (Film shoots compared to food concessions) different rates may be applicable;
- (c) for some concessions, a rate based on sales may be more appropriate. If a percentage of turnover is levied in addition to flat fees and charges, the following guidelines may apply:
- licensed liquor outlets - 12.5%
  - food and beverage outlets - 12.5%
  - merchandise outlets - 10%
  - other - 10%
- (d) profit share arrangements require approval from the General Manager,

Commercial and Corporate but should generally be avoided.

- (e) there is a need to achieve a satisfactory financial return to SOPA balanced against a requirement to provide affordable, appealing concessions to attract patrons to the precinct.

### 11.3 Cancellations

SOPA reserves the right to charge:

- (a) a cancellation fee or a wet weather cancellation fee as set out in **Schedule E** where the required notice of cancellation is given; or
- (b) all or part of the site hire fee and any operational costs incurred for the event if the required notice of cancellation in **Schedule E** is not given.

### 11.4 Community Groups

A base charge to ensure cost recovery will be levied to Community Groups.

### 11.5 Promotional activities

Fees and charges as a commercial concession will be levied for Promotions.

### 11.6 Advertising activities

Advertising Activities require SOPA approval and will be levied fees and charges as a commercial concession.

### 11.7 Sports promotional activities

A discount will be applied for sports promotional activities that do not include a retail component and are directly related to a sporting event at a venue. The objective is to allow promotion of a sporting code at the same time as an event featuring that code is to be held at the venue. For example, a NRL promotion (non-retail) in a Red Zone coinciding with a NRL event in an adjoining venue.

### 11.8 Set up and removal costs

The fees and charges are based on SOPA providing staff to facilitate set up and removal during the following periods:

<b>Start bump in</b>		5 hours before event
<b>End bump in</b>	Minor Event:	1 hour before the gates are open to the public
	Major Event:	3 hours before the gates are open to the public
<b>Bump out</b>		Either during the event or 1 hour after the event

Bump in end includes removal of vehicles, trailers (and other items requested by SOPA at its discretion) from the precinct, to allow SOPA to commence traffic management and related activities for the event. Minor set up may continue up to the event.

SOPA may charge an additional fee if the Licensee requires either an extended or additional bump in or bump out periods for the event. This fee will be applied towards SOPA's costs in providing additional staff to supervise the licensed area and surrounds during the extended period.

## 12. Licensed Area

12.1 The licensed area, for the purposes of granting the Licence and calculating the fees and charges, includes:

- (a) the area required to carry out the approved activity including the area in which a structure relating to the approved activity ("**Structure**") is erected by the

Licensee; and

- (b) the area surrounding a Structure that is utilised by the Licensee for the purposes of conducting the approved activity.
- 12.2 Where more than one Structure is required and the Structures are located near each other, SOPA reserves the right to treat the combined area as one site.
- 12.3 Where a large area and numerous Structures are required, a defined area must be identified for the Licence for risk management and liability purposes. SOPA will determine an appropriate fee for the area.

### **13. Bonds**

- 13.1 This clause applies where a Licence requires the Licensee to pay a bond to SOPA.
- 13.2 The Licensee must pay the bond prior to the commencement date of the Licence ("**Commencement Date**"). The bond may be paid by either cash, cheque, credit card or where appropriate, bank guarantee.
- 13.3 The amount of the bond will be determined by the following criteria:
- (a) the value of the SOPA asset affected by the Licence; and
  - (b) the potential damage to SOPA's assets resulting from the Licensee's use of the licensed area.
- 13.4 The Licensee may pay the bond by:
- (a) personal cheque or company cheque, if payment is made 10 business days or more prior to the Commencement Date;
  - (b) bank cheque or bank guarantee, if payment is made less than 10 business days prior to the Commencement Date;
  - (c) cash or credit card payments, which must be made in person on or before the Commencement Date at the office of SOPA located at 7 Figtree Drive, Sydney Olympic Park.
- 13.5 SOPA may use the bond in whole or in part to recover costs incurred by SOPA for:
- (a) "make good" of damage caused by the Licensee or related to the Licensee's activities under the Licence;
  - (b) the Licensee's breach of the terms of the Licence.
- 13.6 SOPA will either return the bank guarantee to the Licensee or refund the bond paid by other means to the Licensee by electronic funds transfer if:
- (a) written advice is received from the relevant SOPA divisions that there are no circumstances that warrant withholding either part or all of the bond; and
  - (b) the Licensee has not breached the terms of the Licence.
- 13.7 Any dispute regarding SOPA withholding either part or all of the bond will be determined by the Executive Manager, Commercial Services.

## **14. Sponsorship and Advertising**

14.1 The Licence will contain provisions relating to advertising and sponsorship requirements. Requests for advertising must be referred by the Executive Manager, Commercial Services to the Planning and Design sections of Operations and Sustainability Unit for approval.

## **15. Insurance and Indemnity**

15.1 On or before the Commencement Date of the Licence, Licensees must provide evidence of insurance policies that comply with the following requirements (as applicable):

- (a) broadform public liability insurance for at least \$10,000,000 per occurrence (or other amount as determined by SOPA at its discretion) and in the aggregate for product liability;
- (b) the policy to be extended to protect the interests of SOPA for any vicarious liability arising out of the Licencee's or Film company's activities under the agreement;
- (c) all insurance to be underwritten by an insurer approved by SOPA and authorised by the Australia Prudential Regulation Authority (APRA) and/or carry a minimum Standard and Poors rating of BBB+ or the equivalent rating by another recognised rating agency;
- (d) any excess or deductible amount to be shown on insurance certificates.

Higher insurance coverage may be required depending on the scale and nature of the activity and potential risk or injury to the general public and/or SOPA property and equipment.

15.2 The public liability insurance must be in the name of the Licensee, be current and note that SOPA is an interested party, unless the statement of currency has sufficiently broad territorial or beneficiary coverage to ensure that it extends to any claim by SOPA.

15.3 The Licence will contain a provision indemnifying SOPA against all claims for damages and compensation.

## **16. Documentation and References**

- *Sydney Olympic Park Authority Act 2001* (NSW)
- *Sydney Olympic Park Regulation 2001* (NSW)
- NSW Government Policy Statement on Competitive Neutrality, January 2002
- NSW Treasury Service Competition Guidelines 1997

## **17. Enquiries**

17.1 For further information or enquiries concerning this Policy, please contact Executive Manager, Commercial Services (9714 7243).

**Brian Newman**  
Chief Executive Officer

September 2007

## SCHEDULE A

- **Guideline of general conditions of site hire at Sydney Olympic Park**

SOPA recognises that while providing a guideline for all concessions, this Policy should enhance existing stakeholders' interests and provide the opportunity to add value for visitors to the site and to venues.

<b>Written applications and approvals</b>	To comply with probity standards, requests to SOPA to operate a concession or grant approval to another activity must be in writing. An applicant must agree to any of SOPA's terms and conditions in writing before SOPA grants access to the site for the purpose of the concession.
<b>Timing of application</b>	SOPA reserves the right to reject applications not received at least <b>seven</b> days prior to the event.
<b>Fees and charges</b>	<b>General Site Hire</b> SOPA charges for the use of its public domain. The purpose of charging fees is to recognise that the site is a valuable, prestigious, world-class icon, which requires considerable expenditure to maintain to a premium standard. <b>Supply of services</b> The Licensee must pay for the connection and use of electricity, water or other services supplied by SOPA. A set of instructions will be made available with the Licence. <b>Turnover Rent</b> SOPA may require a percentage of turnover and/or "gate" from commercial outlets or activities, in addition to a ground rent or flat fee.
<b>Bond</b>	SOPA may require a bond (refundable on conditions), payable in advance, to protect its assets and minimise the possibility of default in payment arrangements and terms and conditions of approval.
<b>Risk</b>	Concession activity must not expose SOPA to unreasonable risk. This includes financial exposure, damage to property, or risk to the safety of persons or assets.
<b>Insurance and indemnity</b>	Licensees must provide evidence of public liability insurance cover for a minimum of <b>\$10 million</b> or as otherwise required by SOPA's risk manager. Licensees must also indemnify SOPA against all claims for damages and compensation relating to the Licensee's use of the licensed area.
<b>Compliance</b>	Licensees must comply with <b>General:</b> statutory planning requirements, relevant regulations, and the terms and conditions of approval granted by SOPA; <b>Environment:</b> environmental standards and licence conditions relevant to the proposed purpose and location of the concession; <b>Signs and noise:</b> regulations for signage and sound amplifications.
<b>Conduct</b>	The Licensee's conduct is subject to SOPA direction and control. The reasonable instructions of SOPA Event staff are enforceable in all circumstances.
<b>Rules</b>	Rules and conditions are subject to review without notice.

• Licence Agreement

SCHEDULE B



Sydney Olympic Park Authority, 7 Figtree Drive, Sydney Olympic Park NSW 2127  
**LICENCE AGREEMENT**

Between  
 Sydney Olympic Park Authority ABN 68 010 941 405 a statutory body constituted under the Sydney Olympic  
 Park Authority Act 2001 (NSW) of 7 Figtree Drive, Sydney Olympic Park NSW 2127 ("SOPA")  
 and  
 [Insert entity name of Licensee] (ACN [ ] / ABN [ ]) of [insert address (registered office if  
 company)] ("Licensee")

REFERENCE SCHEDULE

Item 1	DATE													
Item 2	EVENT	[Insert name of event/activity and location of event]												
Item 3	EVENT DATE(S)	[date] - [date]												
Item 4	LICENSED AREA	The area(s) at Sydney Olympic Park (known as eg Telstra Stadium Red Zone) identified on the plan attached to this Agreement, being a total of [ ] m <sup>2</sup>												
Item 5	NO OF SITES	[insert no of sites]												
Item 6	ACTIVITIES (Permitted Use)	[insert nature of activity]												
Item 7	ACCESS PERIOD	<table border="0"> <tr> <td>Date:</td> <td>Bump in after:</td> <td>Bump out before:</td> </tr> <tr> <td>[date]</td> <td>[insert time] am/pm</td> <td>[insert time] am/pm</td> </tr> <tr> <td>(a) Arrival</td> <td>[date]</td> <td>[insert time] am/pm</td> </tr> <tr> <td>(b) Departure</td> <td>[date]</td> <td>[insert time] am/pm</td> </tr> </table>	Date:	Bump in after:	Bump out before:	[date]	[insert time] am/pm	[insert time] am/pm	(a) Arrival	[date]	[insert time] am/pm	(b) Departure	[date]	[insert time] am/pm
Date:	Bump in after:	Bump out before:												
[date]	[insert time] am/pm	[insert time] am/pm												
(a) Arrival	[date]	[insert time] am/pm												
(b) Departure	[date]	[insert time] am/pm												
Item 8	LICENCE PERIOD	<table border="0"> <tr> <td>Date(s)</td> <td>From</td> <td>To</td> </tr> <tr> <td>[date]</td> <td>[insert time] am/pm</td> <td>[insert time] am/pm</td> </tr> <tr> <td>[date]</td> <td>[insert time] am/pm</td> <td>[insert time] am/pm</td> </tr> </table>	Date(s)	From	To	[date]	[insert time] am/pm	[insert time] am/pm	[date]	[insert time] am/pm	[insert time] am/pm			
Date(s)	From	To												
[date]	[insert time] am/pm	[insert time] am/pm												
[date]	[insert time] am/pm	[insert time] am/pm												
Item 9	CONTACTS	<table border="0"> <tr> <td>Position</td> <td>Name</td> <td>Contact numbers</td> </tr> <tr> <td>(a) Sydney Olympic Park Operations Centre (SOPOC)</td> <td>Event Manager [insert name]</td> <td>[insert mobile no] or 9714 [ ]</td> </tr> <tr> <td>(b) Other contacts</td> <td>Accident Notification [insert position] / N/A [insert name] / N/A</td> <td>9714 7700 [ ] OR N/A</td> </tr> </table>	Position	Name	Contact numbers	(a) Sydney Olympic Park Operations Centre (SOPOC)	Event Manager [insert name]	[insert mobile no] or 9714 [ ]	(b) Other contacts	Accident Notification [insert position] / N/A [insert name] / N/A	9714 7700 [ ] OR N/A			
Position	Name	Contact numbers												
(a) Sydney Olympic Park Operations Centre (SOPOC)	Event Manager [insert name]	[insert mobile no] or 9714 [ ]												
(b) Other contacts	Accident Notification [insert position] / N/A [insert name] / N/A	9714 7700 [ ] OR N/A												
Item 10	BOND	Not applicable / \$ [ ]												
Item 11	INSURANCE	\$10,000,000.00												

Tel + 61 2 9714 7300 Fax + 61 2 9714 7818 www.sydneyolympicpark.nsw.gov.au ABN 68 010 941 405  
 test licence.doc

2

Item 12	<b>FEES</b> (GST inclusive unless otherwise stated)			
(a)	<b>Site Fees</b>	No of Sites: (see Item 5)	Area Fee (\$/m <sup>2</sup> /day)	Total (\$/m <sup>2</sup> /day)
	Concession Fee	Day 1: \$229	\$ [ ]	\$ [ ] / N/A \$ [ ]
		Day 2: \$95	\$ [ ]	\$ [ ] / N/A \$ [ ]
		Days 3-10: 20% discount on Day 2 rate	\$ [ ]	\$ [ ] / N/A \$ [ ]
		Days 11+: 50% discount on Day 2 rate	\$ [ ]	\$ [ ] / N/A \$ [ ]
	<b>Total - Site Fees</b>		\$ [ ]	\$ [ ] / N/A \$ [ ]
Item 12(b)	<b>Electrical Fees</b>			
	(i) Connection and Usage	\$ per connection per day		
	Single Phase	Day 1: \$165	\$ [ ]	\$ [ ] / N/A \$ [ ]
		Day 2+: \$99	\$ [ ]	\$ [ ] / N/A \$ [ ]
	(standard usage) Three Phase	Day 1: \$330	\$ [ ]	\$ [ ] / N/A \$ [ ]
		Day 2+: \$198	\$ [ ]	\$ [ ] / N/A \$ [ ]
	(heavy usage) Three Phase	Day 1-+ : \$330	\$ [ ]	\$ [ ] / N/A \$ [ ]
		No of connections: #	\$ [ ]	\$ [ ]
	(ii) Estimate for contractor's additional work (TBC post-Event):			\$ N/A/ [ ]
	<b>Total - electrical</b>			\$ N/A/ [ ]
Item 12(c)	<b>Other</b>			
	(i) Site supervision fee			\$ N/A/ [ ]
	(ii) Extended bump in/out fee			\$ N/A/ [ ]
	(iii) Turnover Fee	Percentage of gross revenue for Licence Period: Accounting statement required by close of business.		N/A/ [ ] % [insert date]
	(iv) Water/sewerage connection	(1) Connection fee		\$ N/A/ [ ]
		(2) Usage (TBC from reading post-Event)		\$ N/A/ [ ]
	<b>Total - Other</b>			\$ N/A/ [ ]
	<b>TOTAL FEES</b>	(GST inclusive unless otherwise stated)		\$ [ ]
Item 13	<b>CANCELLATIONS</b> (GST inclusive)			
	Minimum notice	Fee		
(a)	24 hours before Event	\$330.00 + operational costs		
(b)	Before 9am on Event day	10% of Site Fees + operational costs		
(c)	No notice given	N/A		Full Fees
Item 14	Operation Requirements	Standard requirements • Please contact Ranger or Event Coordinator on [insert phone number] prior to arrival on site • When driving in the precinct, hazard lights must be turned on and the vehicle must not exceed 50km (walking pace) • When parking vehicles at Sydney Olympic Park, parking is only permitted in marked bays (subject to the signage at each location) • Failure to comply with parking arrangements or reasonable requests made by authorised SOPA staff may result in a penalty infringement notice being issued • All vehicles must leave the pedestrian precinct by [insert time] • Only authorised SOPA personnel can provide access to power • All electrical leads must be tagged in accordance with Workcover requirements. Cable trays must be used for any electrical cables in the precinct • Only SOPA personnel can remove bollards. Contact the Event Coordinator if you require bollards to be removed • All reasonable requests made by SOPA staff, Rangers or persons authorised by SOPA must be followed • All structures must be weighted		

Tel + 61 2 9714 7300 Fax + 61 2 9714 7818 www.sydneyolympicpark.nsw.gov.au ABN 68 010 941 405  
 test licence.doc

<b>Item 15</b>	<b>Electrical Requirements</b>	Occupational Health and Safety Act 2001 (NSW) (Part 4.2 Division 3, Part 4.3 Division 6 and Part 7.7); AS/NZS 3000:2000 - Wiring Rules, AS/NZS 3008.1.1:1998 - Electrical Installations, AS/NZS 3012:2003 - Electrical Installations Construction & Demolition Sites, Local Supply Authority Service & Installation Rules and relevant WorkCover Code of Practice
----------------	--------------------------------	---

**1. Definitions**

<b>Access Period</b>	means the arrival and departure period referred to in Item 7	<b>Fees</b>	means the amount(s) referred to in Item 12
<b>Activities</b>	means the activities or permitted use referred to in Item 9	<b>Licence Period</b>	means the period referred to in Item 4
<b>Agreement</b>	means this agreement or any amendments	<b>Licensed Area</b>	means the area referred to in Item 4
<b>Arrival Date</b>	means the date referred to in Item 7(a)	<b>Operation Requirements</b>	means the requirements referred to in Item 14
<b>Bond</b>	means bank cheque for the amount referred to in Item 9	<b>Site Fees</b>	means the fees referred to in Item 12(b)
<b>Event</b>	means the event at Sydney Olympic Park referred to in Item 2	<b>Supply</b>	means the supply referred to in Item 12(b)
<b>Event Manager</b>	means the person referred to in Item 9(a) or delegate	<b>Turnover Fee</b>	means the fee referred to in Item 12(c)(ii)

**2. Agreement**  
SOPA grants a non-exclusive licence to the Licensee for the Licence Period to use the Licensed Area for the Activities relating to the Event, subject to the terms of this Agreement.

**3. Production of Agreement to SOPA representative**  
The Licensee or a representative must carry an executed copy of this Agreement at all times whilst in the Licensed Area and must produce the copy for inspection if requested by a member of SOPA staff or security.

**4. Arrival and Departure**  
The Licensee is permitted access to the Licensed Area during the Access Period for set up and removal for the Activities.

**5. Permitted Use**  
During the Licence Period the Licensee may use the Licensed Area for the Activities relating to the Event. SOPA does not warrant that the Licensed Area is suitable or may be used for any purpose including for the Activities.

**6. Fees and GST**  
The Licensee must pay the Fees. SOPA will issue a tax invoice for the Fees and the Licensee will pay SOPA on the same day as the Licensee receives the tax invoice. The Fees are GST inclusive unless otherwise stated.  
If a Supply is quoted exclusive of GST then the recipient will pay the supplier the amount of GST on a taxable supply at the same time as the Supply is paid. The terms used in this clause have the meanings used in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**7. Turnover Fee**  
If Item 12(c)(ii) contains a Turnover Fee then the Licensee must ensure accounts and records are adequately kept and all transactions processed through a cash register or similar device to permit a true and accurate calculation of gross receipts for the Licence Period to enable the Turnover Fee to be calculated. All records must be available for inspection by SOPA or its agents. The Licensee must provide an accounting statement by close of business on the date stated in Item 12(c)(ii).

**8. Interest**  
The Licensee must pay to SOPA interest on any money due to SOPA under this Agreement but unpaid by the due date of the payment. Interest will be calculated on a daily basis from the due date of the payment up to and including the date of actual payment at the interest rate of 2.00% per month. Interest will be payable monthly in arrears.

**9. Bond**  
If Item 10 contains an amount then the Licensee must give SOPA the Bond before access will be given to the Licensed Area. The Bond is refundable in full, subject to deduction for damage or any other breach of this Agreement. SOPA will issue a tax invoice for the Bond.  
If there is no amount stated in Item 10, then the Licensee must reimburse SOPA for the cost of all reasonable 'make good' works relating to the Licensee's use of the Licensed Area during the Licence Period and the Access Period, including:  
(a) works required to rectify any damage sustained to SOPA property or assets;  
(b) obligations not properly discharged by the Licensee under this Agreement; and  
(c) removal of items left at the Licensed Area after the expiration of this Agreement.  
SOPA will issue a tax invoice for the cost of the make good works and the Licensee must pay this amount within 7 days of receipt of that tax invoice.

**10. Assignment**  
The Licensee must not assign, novate or otherwise deal with or transfer any of its rights or obligations under this Agreement without the prior written consent of SOPA, which SOPA may grant or withhold in its absolute discretion.

**11. Operation Requirements**  
The Licensee and its employees will comply with the Operation Requirements for the Event (at the Licensee's cost) and must follow directions from SOPA staff at all times, particularly in relation to crowd movement.

**12. Management**  
The Event Manager may, in his or her absolute discretion, make decisions governing the operation and location of the precinct activities at any stage during the Access Period or Licence Period. Other relevant contacts (if any) are included in Item 9(b).

**13. Waste Management**  
On or before the Departure Time in the Access Period the Licensee must, at its cost, remove from the Licensed Area all waste that arises from the Licensee's use of the Licensed Area under this Agreement.

**14. Accident Notification**  
The Licensee must report any accidents involving injury to any person, or damage to any equipment at or near the Licensed Area during the Licensee's presence at Sydney Olympic Park. Such incidents should, in the first instance, be notified to the Sydney Olympic Park Operations Centre (SOPOC) on the number stated in Item 9(a).

**15. Electrical Requirements**  
All temporary electrical connections (if any) must comply with the requirements set out in Item 15.

**16. Conduct**  
The Licensee must maintain a superior level of professionalism as required by SOPA for all parties who licence SOPA property at Sydney Olympic Park. SOPA reserves the right to remove from the Licensed Area the Licensee or its servants or agents if a person's behaviour or conduct does not achieve the required standard. This extends to dress, interaction with the public, compliance with the licence conditions, or other issues determined by SOPA.

**17. Insurance**  
Prior to the Arrival Date the Licensee must provide SOPA with evidence of the currency of the Licensee's insurance that complies with the following requirements:  
(a) broadform public liability insurance for at least the amount stated in Item 11 per occurrence and in the aggregate for product liability;  
(b) the policy to be extended to protect the interests of SOPA for any vicarious liability arising out of the Licensee's activities under this Agreement;  
(c) all insurance to be underwritten by an insurer approved by SOPA and authorised by the Australia Prudential Regulation Authority (APRA) and/or carry a minimum Standard and Floors rating of S&F+ or the equivalent rating by another recognised rating agency;  
(d) any excess or deductible amount to be shown on insurance certificates.

**18. Indemnity**  
The Licensee will indemnify SOPA, its officers, agents and contractors against all liability for death or injury to persons or loss of or damage to property (including property of SOPA) and all actions, claims, demands, losses, damages, costs and expenses which may arise out of the acts or omissions of the Licensee under this Agreement, except to the extent to which such liability is caused by the negligence of SOPA.

**19. Release**  
The Licensee uses the Licensed Area during the Access Period and Licence Period at its own risk. Except to the extent to which such liability is caused by the negligence of SOPA, and to the extent permitted by law, the Licensee releases SOPA from all liabilities arising from any damage, loss, theft, death or injury of any nature that occurs in connection with the Licensee's use and occupation of:  
(a) the Licensed Area; or  
(b) any other part of the land owned by SOPA at Sydney Olympic Park that is used by the Licensee to gain access to and from the Licensed Area or in the exercise of the Licensee's rights under this Agreement.

**20. Safety**  
The Licensee must comply with Sydney Olympic Park Regulation 2001 (NSW) (as applicable) and all necessary occupational health and safety laws and regulations in its use of the Licensed Area. SOPA acknowledges the Licensee's expertise in relation to occupational health and safety as applied to the activities agreed to under this Agreement and confirms the reliance it places on such expertise. SOPA relies upon the Licensee and its expertise to put in place safe systems of work and therefore has no control over the systems of work employed by the Licensee to complete the Activities or obligations under this Agreement.

**21. Child Protection Policy**  
If the Licensee or its employees have contact with children and that contact is not directly supervised, the Licensee must establish and maintain a child protection policy and comply with all requirements under child protection legislation. The Licensee must advise SOPA of any allegation related to a child protection policy as soon as possible after the allegation is made. Child protection legislation includes the Children and Young Persons (Care and Protection) Act 1998 (NSW), Commission for Children and Young People Act 1998 (NSW), and related regulations or legislation.


**22. Promotion of Sydney Olympic Park**  
The Licensee must not use the reference 'Olympic' in any brochures, sign or advertisement without the prior written approval of the Licensor and the prior written approval of the Australian Olympic Committee. However, the Licensee must use (and has the authority to use) the name 'Sydney Olympic Park' in all references to the location and address of the Event, including in any brochures, advertising or promotional material.

**23. Termination**  
If the Event is cancelled, this Agreement may be terminated if the Licensee notifies the Event Manager:  
(a) at least 24 hours before the Event but the Licensee must pay the Cancellation Fee in Item 13(a) and any operational costs incurred;  
(b) before 6am on the Event day but the Licensee must pay the Wet Weather Cancellation Fee in Item 13(b) and any operational costs incurred.  
If the above notice is not given then this Agreement is not terminated and the Licensee must pay the full Fees.

**Acknowledgment**  
To confirm your acceptance of the terms set out in this Agreement, please sign this letter where indicated below and return to SOPA (along with the certificate of currency for the insurance in clause 17(a)) at least 3 days prior to the Arrival Date.

Signed on behalf of (insert name of Licensee):	Signed on behalf of Sydney Olympic Park Authority:
Name: .....	Name: .....
Signature: .....	Signature: .....
Position: .....	Position: .....
Date: .....	Date: .....

- Application for Filming Permit

<b>Film / Photo Shoot Application</b> <b>Sydney Olympic Park Authority</b> 7 Figtree Drive Sydney Olympic Park NSW 2127 Fax: (02) 9714 7922			 SydneyOlympicPark
Company Name			
Contact Name			
Postal Address			
Phone:	Fax:	Mobile:	
Type of Shoot	<input type="checkbox"/> Documentary <input type="checkbox"/> Film <input type="checkbox"/> TV Series <input type="checkbox"/> Commercial <input type="checkbox"/> Still Shoot <input type="checkbox"/> Other		
	Name of Shoot / Other:		
Location			
Date:	Start:	Finish:	
Date:	Start:	Finish:	
Weather Hold:	Start:	Finish:	
No. of Cast & Crew			
No. of Vehicles			
Nature of scenes to be filmed (please be very detailed and attach additional pages if necessary)			
Animals / firearms / smoke / special effects / construction sets / dressing or unusual scenes:			
Insurance	Please attach copy of certificate of PLI cover to this application		
Upon submission of this form, the client agrees to pay any necessary application fees (usually \$110 including GST)			
Name:			
Signature:		Date:	
Please return completed form to Ms. Emma McNamara – Film Shoots & Event Coordinator on the above number			

• Letter Agreement – Filming Application



Sydney Olympic Park Authority, 7 Figtree Drive, Sydney Olympic Park NSW 2127

LICENCE AGREEMENT

Dear **INSERT NAME**,

Thank you for your application regarding a \_\_\_\_\_ at the Sydney Olympic Park. The Sydney Olympic Park Authority (SOPA) is pleased to approve your request:

**Location**  
\_\_\_\_\_ is permitted to conduct a TV commercial shoot at Sydney Olympic Park

The shoot on \_\_\_\_\_

**Vehicle Parking**  
\_\_\_\_\_ passes will be available for \_\_\_\_\_. Access into the area must only be obtained by Rangers who can be contacted on 9714 7700. The crew are not to remove any bollards. \_\_\_\_\_ passes for the essential vehicles will be available for \_\_\_\_\_. Vehicles must be in a marked bay and passes must be clearly displayed on the dashboard of each vehicle. Parking permits will be distributed on the day of the shoot.

All other vehicles are to be parked in the Public Parking areas where normal user-pays parking charges may apply.

- Operations**  
\_\_\_\_\_ is responsible for the OH&S and managing all risk issues related to this shoot.
- Risk Management Plan must be submitted by \_\_\_\_\_ to SOPA for approval by prior to the shoot.
  - Vehicles must obey all Australian road rules.
  - A Ranger must be called to remove any blue bollards on site for truck access. Ranger Coordinator can be contacted on 9714 7700. Damage of any bollards will be deducted from the bond.
  - All cars and equipment must remain on hardstand areas.
  - All vehicles parked on roadways must display valid vehicle passes.
  - Pedestrian access is to be maintained.
  - Cigarette butts and other litter caused by cast and crew must be properly disposed off.
  - Please note that there is to be no permanent alteration to any building or structure. There is to be no damage to any vegetation.

Tel + 61 2 9714 7300 Fax + 61 2 9714 7818 www.sydneyolympicpark.nsw.gov.au ABN 66 010 941 405  
©Commercial Bank/Preceder/Forms/Kitset/Template/filming agreement.doc Page 1 of 5

- Fees**  
The fees for the shoot (including GST) comprise the following:
- Application Fee of \$ \_\_\_\_\_, which is non-refundable
  - Location fee of \$ \_\_\_\_\_, which is for \_\_\_\_\_
  - Parking fees of \$ \_\_\_\_\_, which is for \_\_\_\_\_ cars (\$15/vehicle/day) and \_\_\_\_\_ trucks (\$55/truck/day)

A bond of \_\_\_\_\_ is payable before access is given to the site. The bond is refundable in full, subject to deductions in respect of damage or any other breach of this Agreement. This extends to any oil spills caused by vehicles associated with this film shoot.

A total payment of \$ \_\_\_\_\_ which includes the bond, must be received in full prior to the filming date. A tax invoice will be issued in the due course.

**Payment Methods**  
**BY CREDIT CARD:** Please complete the attached Credit Card Authority Form and forward it to [sharon.bohlsen@sopa.nsw.gov.au](mailto:sharon.bohlsen@sopa.nsw.gov.au) or fax to (02) 9714 7324.

**PLEASE NOTE: VISA, MASTERCARD OR BANKCARD ONLY. WE DO NOT ACCEPT AMERICAN EXPRESS OR DINERS CLUB.**

**DIRECT DEPOSIT:**  
Acct Name: **Sydney Olympic Park Authority** Branch: **Sydney**  
Bank: **Westpac**  
BSB No: **032 001** Account No: **203543**

If using this method a remittance must be forwarded to [sharon.bohlsen@sopa.nsw.gov.au](mailto:sharon.bohlsen@sopa.nsw.gov.au) or fax to (02) 9714 7324.

Bank Cheque and Money Orders must be made payable to "Sydney Olympic Park Authority".

**Please note: We do not accept company cheques less than five business days prior to the shoot**

**Waste Management**  
\_\_\_\_\_ must remove all waste generated in connection with this shoot from the site at its cost, including soil used for temporary landscaping area. Oil drip trays must be placed under all stationary production vehicles, or as otherwise requested by SOPA.

**Conduct**  
SOPA seeks a superior level of professionalism from all parties licensed to use its property. To this end it reserves the right to remove from the site licensees or their personnel, whose behaviour or conduct does not achieve the required standard. This extends to dress, interaction with the public, compliance with licence conditions, or other issues determined by SOPA.

**Authorities**  
The requirements and reasonable directions of SOPA staff and Rangers are to be obeyed at all times during the currency of this Agreement. The contact for \_\_\_\_\_ will be \_\_\_\_\_

**Accident Notification**

\_\_\_\_\_ is required to report any accidents involving injury to any person, or damage to any equipment during your presence at Sydney Olympic Park. Such incidents should, in the first instance, be notified to the Sydney Olympic Park Operations Centre on 9714 7700.

Please refer to the attached Emergency Procedures for Sydney Olympic Park if requiring assistance from emergency services (ambulance, fire, police).

**Insurance**

On acceptance of the Licence, the Licensee is to hold or take out, and ensure that every contractor and subcontractor engaged to work at the site, holds or takes out:

1. In respect of any workers working at the site, an insurance policy covering Workers' Compensation in the State of NSW.
2. A Broad Form Liability insurance policy, for an amount of no less than twenty million dollars (\$20,000,000) any one occurrence for Public Liability and twenty million dollars (\$20,000,000) in the aggregate in any one policy period in respect of Product Liability or such other amounts as may be specified by SOPA.

**The Liability insurance policy shall:**

3. Cover the licensee and SOPA and where applicable, all contractors and subcontractors engaged to carry out work, for their respective rights and interests.
4. Include a cross-liability clause in which the insurer agrees to waive all rights of subrogation or action against any persons comprising the insured and for the purpose of which the insurer accepts the term "insured" as applying to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).  
Be effected with an insurer and in terms approved by SOPA, which approvals shall not be unreasonably withheld.

who can be contacted on \_\_\_\_\_ at any time during the shoot in relation to any issues that may arise.

**Copyright**

It is the responsibility of \_\_\_\_\_ to check whether any copyright conditions may be breached as a result of its activities. It should be noted that the use of Olympic symbols in relation to product requires authorisation from the Australian Olympic Committee.

**Indemnity**

\_\_\_\_\_, by its acceptance of these terms, agrees to indemnify SOPA against any claims for costs, damage or compensation however arising as a result of this Agreement or the conduct of \_\_\_\_\_ pursuant to this Agreement.

**Acknowledgment**

If you wish to accept this offer, please sign this letter where indicated below, and return this letter to the undersigned in confirmation of your acceptance of the terms set out above. An executed copy of this agreement must be carried by a member of the crew whilst on the site, and must be produced if requested by a member of SOPA staff or Rangers.

Should you have any queries regarding this matter, please contact Emma McNamara on phone (02) 9714 7924 or fax (02) 9714 7922.

Signed on behalf of \_\_\_\_\_ Pty Ltd:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Signed on behalf of Sydney Olympic Park Authority:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_



Sydney Olympic Park Authority, 7 Figtree Drive, Sydney Olympic Park NSW 2127

**CREDIT CARD AUTHORITY**

I.....  
(CARDHOLDER NAME)

OF.....  
(COMPANY NAME)

INDIVIDUAL CREDIT CARD..... OR CORPORATE CREDIT CARD.....

Authorise **Sydney Olympic Park Authority** to debit my Credit Card in

the amount of \$..... (amount payable)

Credit Card Number:.....

Credit Card Credit Card Type:.....

PLEASE NOTE: VISA, MASTERCARD OR BANKCARD ONLY.  
WE **DO NOT** ACCEPT AMERICAN EXPRESS OR DINERS CLUB.

Expiry Date:.....

Signature:.....

Address:.....

.....

Contact Telephone Number(s):.....

**NOTE: Credit card payments will not be processed unless fully completed.**

## SCHEDULE E

- **Schedule of Fees and Charges**

<b>A. GENERAL</b>	<b>FEE (GST INCLUSIVE)</b>
<b>1. Insurance</b>	
<ul style="list-style-type: none"> <li>• Public Liability Insurance Policy</li> <li>• Other insurance as required</li> </ul>	\$ 10,000,000.00 (minimum)
<b>2. Parking Fee</b> (authorised parking in areas outside car parks)	
<ul style="list-style-type: none"> <li>• Cars</li> <li>• Trucks</li> </ul>	\$ 15.00 per car per day \$ 55.00 per truck per day
<b>3. Cancellation Fees</b>	
<b>Cancellation with required notice</b>	
The following fees (plus any operational costs incurred prior to the date of cancellation) apply if SOPA is notified of the cancellation as shown below.	
(a) <b>Cancellation Fee</b>	<b>Notice:</b> min 14 days before event day      Administration Fee \$220.00
	<b>Notice:</b> 2-13 days before event day      Administration Fee \$330.00
(b) <b>Wet Weather Cancellation Fee</b>	<b>Notice:</b> before 9 am on event day      Administration Fee \$330.00 PLUS 10% of the site hire fee
<b>Cancellation without required notice</b>	
100% of the site hire fees and any operational costs incurred may be charged.	
<b>Contact for cancellations</b>	
<ul style="list-style-type: none"> <li>• Parklands site hire</li> <li>• Other commercial site hire</li> </ul>	Contact: <b>Event Ranger - 0408 864 798</b> Contact: <b>Event Manager -</b> Contact number in Licence

<b>B. SITE HIRE</b>	<b>FEE (GST INCLUSIVE)</b>
<b>1. Site Hire – General</b>	
<b>(a) Site Hire – Commercial</b>	
(includes administration & waste management)	<b>per site per day (or part day)</b>
	<b>Site Hire Fee      Additional Fee if area is &gt;16m<sup>2</sup></b>
<ul style="list-style-type: none"> <li>• Day 1</li> <li>• Day 2</li> <li>• Days 3-10      Discount on Day 2 fee</li> <li>• Days 11+      Discount on Day 2 fee</li> </ul>	\$ 220.00      \$2 per m <sup>2</sup> \$ 55.00      \$2 per m <sup>2</sup> 20%      20% 30%      30%
<ul style="list-style-type: none"> <li>• <b>Sports Promotional Activity</b>      Refer <a href="#">clause 11.7</a> Discount on Site Hire Fee</li> </ul>	50%      N/A
<ul style="list-style-type: none"> <li>• <b>Large licensed areas</b>      Refer <a href="#">clause 12</a></li> </ul>	as determined by SOPA
<b>(b) Turnover Fee</b>	
Refer <a href="#">clause 11.2(c)</a>	Percentage as determined by SOPA
<b>(c) Site Hire – Community</b>	
Refer <a href="#">clause 11.4</a>	50% discount on Item (a) rates (or as determined by SOPA)
<b>(d) Extended bump in / bump out</b>	

Refer <a href="#">clause 11.8</a>			
• Minimum charge		\$	220.00
<b>B. SITE HIRE cont</b>		<b>FEE (GST INCLUSIVE)</b>	
<b>(e) SOPA site supervision fee</b>			
Refer <a href="#">clause 7.3</a>			
• Minimum charge		\$	132.00
• Fee		\$	44.00 per hour (or part)
<b>(f) Electrical Connection and Usage Fee</b>		<b>per connection per day (or part day)</b>	
<b>(i) Single and Three Phase</b>		<b>Single phase</b>	<b>Three Phase</b>
		(eg 10,15 amp)	
• Day 1		\$ 165.00	\$ 330.00
• Day 2+		\$ 50.00	\$ 100.00
• Three phase (heavy consumption)		-	\$ 330.00
<b>(ii) Multiple Connections</b>		<b>per food/beverage stall connection</b>	
• Up to 2 single phase		\$ 80.00	
• @ additional single phase		\$ 22.00	
<b>(iii) Additional costs</b>			
• Staff, first aid, technical or facilities staff or equipment (including leads and power boards).		as advised by SOPA	
<b>(g) Water/sewerage connection</b>			
• Connection fee		\$	750.00
• Usage		\$	1.189 per kilolitre per day
<b>2. Video Screen</b>			
• Day 1		\$	10,000.00
• Each additional day		\$	5,000.00
<b>3. Cauldron</b> (Use of Cauldron subject to approval under terms of Cauldron Policy)			
• Flame		\$	65.00 per hour
• Light and electricity		\$	21.00 per hour
• Cleaning (minimum)		\$	23.00 per day
• Event charge		\$	165.00 per day
• Administration Fee		\$	225.00 per day
<b>4. Heritage Building A</b> (Conference Rooms)			
• Boardroom (minimum charge)		\$	330.00 per day
• Seminar Room (minimum charge)		\$	400.00 per day
• Additional charges apply for equipment hire, food and beverages			
<b>5. Level 18, Novotel</b>			
• Site hire fee (minimum charge)		\$	400.00 per day
• Reimbursement of Ranger costs		As advised	

<b>C. FILMING</b>	<b>FEE (GST INCLUSIVE)</b>
-------------------	----------------------------

The following Application Fees and Bond apply to the categories "commercial" and "other".  
The Location Fee applies to "commercial" applicants only. (refer [clause 7.2](#))

<b>1. APPLICATION FEES</b>
----------------------------

(a) Application Fee	\$110.00
---------------------	----------

(b) Late Application Fee \$220.00 (+ 30% of location fee)

**C. FILMING cont FEE (GST INCLUSIVE)**

**2. FILMING**

**LOCATION FEE - FROM**

	Up to 6 hours ("½ Day")		> 6 hours up to 12 hours ("1 Day")		
	Location Fee: ½ Day	Bond : ½ Day	Location Fee: 1 Day	Bond : 1 Day	Location Fee: > 12 hours (rate per hour)
(a) Shorts/Documentaries/ Children's Products (incl Govt endorsed)	\$ 330.00	\$ 500.00	\$ 660.00	\$ 3,000.00	\$ 55.00
(b) TV Dramas Serials / Series & Mini Series / Feature Films (under \$6M)/ Music & Promotional Videos	\$ 1,200.00	\$ 1,500.00	\$ 1,600.00	\$ 5,000.00	\$ 160.00
(c) Feature Films (over \$6M)	\$ 1,200.00	\$ 2,000.00	\$ 1,600.00	\$ 10,000.00	\$ 160.00
(d) Television Commercial Low Impact	\$ 1,750.00	\$ 2,000.00	\$ 3,300.00	\$ 5,000.00	\$ 330.00
(e) Television Commercial High Impact	\$ 2,200.00	\$ 2,000.00	\$ 4,400.00	\$ 5,000.00	\$ 440.00

**3. PHOTOGRAPHY**

**LOCATION FEE - FROM**

	Up to 4 hours ("½ Day")		> 4 hours up to 8 hours ("1 Day")		
	Location Fee: ½ Day	Bond : ½ Day	Location Fee: 1 Day	Bond : 1 Day	Location Fee: > 8 hours (rate per hour)
(a) Still Photography	\$ 330.00	\$ 500.00	\$ 660.00	\$ 2,000.00	\$ 110.00
(b) Larger Shoots	\$ 550.00	\$ 1,000.00	\$ 1,100.00	\$ 3,000.00	\$ 220.00

**D. OTHER SITES FEE (GST INCLUSIVE)**

SITE	Up to 4 hours ("½ Day")		> 4 hours ("1 Day")	
	COMMERCIAL		COMMUNITY	
	½ Day	1 Day	½ Day	1 Day
<b>TOWN CENTRE</b>				
Overflow	\$ 5,000.00	\$ 10,000.00	\$ 2,500.00	\$ 5,000.00
<b>PARKLANDS</b>				
Arc of Pines	\$ 250.00	\$ 500.00	\$ 125.00	\$ 250.00
Blaxland Common 1	\$ 125.00	\$ 250.00	\$ 62.50	\$ 125.00
Blaxland Common 2	\$ 125.00	\$ 250.00	\$ 62.50	\$ 125.00
Bosquet	\$ 250.00	\$ 500.00	\$ 125.00	\$ 250.00
Concord West Area 2	\$ 125.00	\$ 250.00	\$ 62.50	\$ 125.00
Egret Pavilion	\$ 240.00	\$ 480.00	\$ 120.00	\$ 240.00
Ferry Wharf Park	\$ 125.00	\$ 250.00	\$ 62.50	\$ 125.00
Field Studies Centre Shade 1	\$ 280.00	\$ 560.00	\$ 140.00	\$ 280.00
Field Studies Centre	\$ 280.00	\$ 560.00	\$ 140.00	\$ 280.00

Shade 2				
Fig Grove	\$ 500.00	\$ 1,000.00	\$ 250.00	\$ 500.00
Heron Pavilion	\$ 280.00	\$ 560.00	\$ 140.00	\$ 280.00
<b>D. OTHER SITES cont FEE (GST INCLUSIVE)</b>				
	Up to 4 hours (" <b>½ Day</b> ")		> 4 hours (" <b>1 Day</b> ")	
<b>SITE</b>	<b>COMMERCIAL</b>		<b>COMMUNITY</b>	
	<b>½ Day</b>	<b>1 Day</b>	<b>½ Day</b>	<b>1 Day</b>
Hill Pavilion	\$ 240.00	\$ 480.00	\$ 120.00	\$ 240.00
Lake Pavilion	\$ 280.00	\$ 560.00	\$ 140.00	\$ 280.00
Peace Monument	\$ 125.00	\$ 250.00	\$ 62.50	\$ 125.00
Silent Hearts Garden	\$ 250.00	\$ 500.00	\$ 125.00	\$ 250.00
Single Shade Sail	\$ 280.00	\$ 560.00	\$ 140.00	\$ 280.00
Spoonbill Pavilion	\$ 280.00	\$ 560.00	\$ 140.00	\$ 280.00
Sundial	\$ 125.00	\$ 250.00	\$ 62.50	\$ 125.00
Teahouse & Courtyard	\$ 400.00	\$ 800.00	\$ 200.00	\$ 400.00
Trellage Tower	\$ 250.00	\$ 500.00	\$ 125.00	\$ 250.00
Twin Shade Sails	\$ 360.00	\$ 720.00	\$ 180.00	\$ 360.00
Village Green	\$ 500.00	\$ 1,000.00	\$ 250.00	\$ 500.00
Wentworth Common	\$ 250.00	\$ 500.00	\$ 125.00	\$ 250.00

<b>E. OTHER EVENTS FEE (GST INCLUSIVE)</b>		
<b>Event</b>	<b>Commercial Full Day</b>	<b>Community Full Day</b>
<b>Fun Runs &amp; Bike Events - Site Fees</b>		
0km – 5 km	\$ 550.00	\$ 275.00
5.1km – 10 km	\$ 1,100.00	\$ 550.00
10.1km plus	\$ 1,650.00	\$ 825.00
<b>Additional costs per hour for Fun Runs &amp; Bike Events</b>		
Traffic Marshal – Supervisor	\$ 40.60	\$ 40.60
Traffic Marshal – Level 2	\$ 31.30	\$ 31.30
Set up, delivery and pack up equipment for road closures. Minimum charge of 3 hours to set up and 3 hours to pack up <b>(6 hours @ \$36 per hour)</b>	\$ 216.00	\$ 216.00
<b>Additional Charges for Parklands for Site Hire</b>		
Irrigation Markings and Ranger Escort for Structural Devices – Jumping castles, marquees, pony farms, mechanical rides per structure	\$ 50.00	\$ 35.00
Additional Bins / Waste Management each	\$ 10.00	\$ 20.00
Ranger (4 hrs minimum)	\$ 120.00	\$ 120.00
Frog Induction each	\$ 35.00	\$ 35.00
After Hours Gate Access per hour	\$ 35.00	\$ 35.00
Application for Amusement Devices each	\$ 55.00	\$ 55.00
Bond – Teahouse only (minimum)	\$ 500.00	\$ 250.00

<b>F. SCHOOL EVENTS FEE (GST INCLUSIVE)</b>		
<b>Event</b>	<b>No of people</b>	<b>Fee</b>
Picnic	0 – 300	\$ NIL
Picnic	301+	\$ 125.00

F.	SCHOOL EVENTS	FEE (GST INCLUSIVE)	
	Cross Country Carnival	0 – 100	\$ 125.00
	Cross Country Carnival	101 – 300	\$ 200.00
	Cross Country Carnival	301+	\$ 250.00

## C. CONSTRUCTION, BUILDING AND RELATED APPROVALS AND FEES

Version 3 – July 2007

Incorporates amendments to Part 4 from *Sydney Olympic Park Amendments Regulation 2004* (now incorporated as Regulations 19 and 19A-19D, *Sydney Olympic Park Regulation 2001* (NSW))

### 1. Fees

- 1.1 SOPA's schedule of fees and charges for construction, building and related approvals are set out in **Schedules F and G**.
- 1.2 **Mr David Middlemiss, Acting Executive Manager Building Approvals**, who may be contacted on **9714 7131** or **0409 073 827**, is responsible for monitoring and implementing the Policy.

## SCHEDULE F

- **Schedule of Fees and Charges**

<b>• Application for Construction Certificate</b>	<b>Fee (+ add GST)</b>	
Estimated Contract cost:		<b>PLUS</b>
• \$5,000 or less	\$ 100.00	
• \$5,001 to \$100,000	\$ 250.00	0.40% x every \$1 over \$ 5,000
• \$100,001 to \$250,000	\$ 480.00	0.30% x every \$1 over \$ 100,000
• \$250,001 and above	\$ 930.00	0.15% x every \$1 over \$ 250,000
<b>• Application for Construction Certificate involving a BCA alternative solution</b>	<b>Fee (+ add GST)</b>	
Application Fee above PLUS:		
• Minimum Fee	\$	100.00
• Complex or detailed assessments - either:		
• additional fees may be levied to recover SOPA's costs at the rate of;	\$	100.00 per hour
or		
• a lump sum fee proposal as advised by the Senior Manager Building Approvals		
<b>• Application to Modify the Construction Certificate</b>	<b>Fee (+ add GST)</b>	
• Class 1 Dwellings	\$	100.00
• Class 10 Outbuildings	\$	100.00
• All other type of buildings:		
• Minor	\$	200.00
• Major		50% of original Application Fee
<b>• Principal Certifying Authority - Inspection Fee</b>	<b>Fee (+ add GST)</b>	
• Dwellings (progress and final inspections)	\$	100.00
• Residential flat building (progress inspections)	\$	100.00
• Residential flat building (final inspections)	\$	75.00 per unit
• Commercial, retail or other inspection (progress inspections)	\$	100.00
• Commercial, retail or other inspection (final inspections)	\$	400.00
• Critical stage inspections	\$	100.00 per inspection
• Large or complex development		The Senior Manager Building Approvals may negotiate a separate inspection fee package

<b>• Compliance Certificate</b> (including Certificate of Classification)		<b>Fee (+ add GST)</b>	
• Certificate issued after any inspection	\$	100.00	
<b>• Occupation Certificate</b> (including Interim Occupation Certificate)		<b>Fee (+ add GST)</b>	
• Certificate issued after any final inspection of individual dwelling	\$	100.00	
• All other buildings	\$	300.00	
• Larger commercial, retail or other centre	\$	400.00	
<b>• Section 149A Building Certificate</b>		<b>Fee (GST Exempt)</b>	
			<b>PLUS</b>
• Class 1 dwellings or Class 10 outbuilding	\$	210.00	-
• Other buildings up to 200m <sup>2</sup>	\$	210.00	-
• Other buildings - 201m <sup>2</sup> to 2,000m <sup>2</sup>	\$	210.00	For every m <sup>2</sup> above \$200m <sup>2</sup> : \$ 0.42
• Other buildings – 2,001m <sup>2</sup> and above	\$	966.00	For every m <sup>2</sup> above \$2,000m <sup>2</sup> : \$ 0.63
<b>• Administration of Certificates</b>		<b>Fee (GST Exempt)</b>	
• Registration and administration fee for:		No Fee	
• Construction Certificates,			
• Amended Construction Certificates,			
• Compliance Certificates,			
• Occupation Certificates,			
• Complying Development Certificates issued by Private Certifiers			
<b>• Copies of Certificates</b>		<b>Fee (GST Exempt)</b>	
• Copies of Construction Certificates and other Part 4A Certificates (ie Occupation, Compliance, Subdivision Certificates – with consent of owner)	\$	25.00	
<b>• Amusement Devise Approval – Part F activity</b>		<b>Fee (GST Exempt)</b>	
• Individual amusement device or carnival ride	\$	50.00	
<b>• Review of a determination of applicant's application</b> (under s100 LGA Act)		<b>Fee (GST Exempt)</b>	
• Review of any application for approval	\$	50.00	
• Application to amend application for approval	\$	50.00	
<b>• Outstanding Notices advice</b>		<b>Fee (GST Exempt)</b>	
Application for certificates under:			
• S121ZP EPA Act (outstanding Notice and Orders issued under s121H or Division 2A Part 6 EPA Act)	\$	100.00	
• S735A LGA Act (outstanding Notices or Orders issued under LGA Act)	\$	100.00	

<ul style="list-style-type: none"> <li><b>Subdivision Certificates</b> (Linen Plan release)</li> </ul>		<b>Fee (+ add GST)</b>	
		<b>PLUS</b>	
<ul style="list-style-type: none"> <li>Strata title</li> </ul>	\$ 300.00	\$ 75.00	per lot
<ul style="list-style-type: none"> <li>Community title</li> </ul>	\$ 500.00	\$ 75.00	per lot
<ul style="list-style-type: none"> <li>Endorsement of:               <ul style="list-style-type: none"> <li>Plan of Easement</li> <li>Overhang and Maintenance</li> <li>Transfer</li> <li>Grant forms</li> <li>Consolidation of land</li> <li>Boundary adjustment or subdivision</li> </ul> </li> </ul>	\$ 200.00	\$ 75.00	per lot
<ul style="list-style-type: none"> <li><b>Place of Public Entertainment Approval</b> (Permanent Buildings)</li> </ul>		<b>Fee (+ add GST)</b>	
<ul style="list-style-type: none"> <li>Application Fee (includes one inspection) based on the following number of people:</li> </ul>		<b>PLUS</b>	
<ul style="list-style-type: none"> <li>1-250</li> </ul>	\$ 400.00		
<ul style="list-style-type: none"> <li>251-500</li> </ul>	\$ 550.00		
<ul style="list-style-type: none"> <li>501-750</li> </ul>	\$ 750.00		
<ul style="list-style-type: none"> <li>751-1,000</li> </ul>	\$ 850.00		
<ul style="list-style-type: none"> <li>1,0001 and over</li> </ul>	\$ 850.00	For every 1,000 (or part) up to 6,000	\$ 500.00
	PLUS	For every 1,000 (or part) over 6,000	\$ 100.00
<ul style="list-style-type: none"> <li><b>Swimming Pool Compliance Certificate</b></li> </ul>		<b>Fee (GST Exempt)</b>	
Application for certificates under:			
<ul style="list-style-type: none"> <li>S22 Pools Act (certificate of exemption from fencing)</li> </ul>		\$ 100.00	
<ul style="list-style-type: none"> <li>S24 Pools Act (certificate of fencing compliance)</li> </ul>		\$ 100.00	
<ul style="list-style-type: none"> <li><b>Professional Building Code / Fire Safety / Regulatory Advice</b></li> </ul>		<b>Fee (+ add GST)</b>	
<ul style="list-style-type: none"> <li>Formal Building Code or regulatory advice:           <ul style="list-style-type: none"> <li>Fixed fee: \$ 100.00 per hour</li> <li>or</li> <li>A lump sum fee proposal as advised by the Senior Manager Building Approvals</li> </ul> </li> </ul>			

## SCHEDULE G

### • Newington Building Approval Fee Schedule

Version 3 – July 2007

<b>• Building Application Fees</b>		<b>Fee (+ add GST)</b>	
Estimated Contract cost:		<b>PLUS</b>	
• \$5,000 or less	\$ 100.00		
• \$5,001 to \$100,000	\$ 100.00	0.40% x every \$1 over	\$ 5,000
• \$100,001 to \$250,000	\$ 480.00	0.30% x every \$1 over	\$ 100,000
• \$250,001 and above	\$ 930.00	0.15% x every \$1 over	\$ 250,000
<b>• Amended Building Applications</b>		<b>Fee (+ add GST)</b>	
• Dwellings:	• Minor amendments	\$	100.00
	• Major amendments		50% of original Application Fee
• Residential flat building:	• Minor amendments	\$	400.00
	• Major amendments		50% of original Application Fee
<b>• Building Application involving a BCA alternative solution</b>		<b>Fee (+ add GST)</b>	
Building Application Fee above <b>PLUS</b> :			
• Minimum Fee (dwellings):		\$	150.00
• Complex or detailed assessments:			
• additional fees may be levied to recover SOPA's costs at the rate of: (or a lump sum fee proposal as advised by the Senior Manager Building Approvals)		\$	100.00 per hour
<b>• Inspection Fee</b>		<b>Fee (+ add GST)</b>	
• Dwellings (progress and final inspections, including re-inspections)		\$	100.00
• Residential flat building (progress inspection)		\$	100.00
• Residential flat building (final inspections, including re-inspections)		\$	75.00 per unit
• Swimming pool fence		\$	100.00
<b>• Occupation Certificates – Dwellings</b> (Letter of satisfactory final inspection)		<b>Fee (+ add GST)</b>	
• Dwellings		\$	50.00 per dwelling
<b>• Occupation Certificates – Residential flat buildings</b> (Certificate of classification)		<b>Fee (+ add GST)</b>	
• Residential flat building		\$	200.00 per individual residential flat building
<b>• Subdivision Certificates</b> (Linen Plan release)		<b>Fee (+ add GST)</b>	
• Strata title	\$ 300.00	<b>PLUS \$</b>	75.00 per lot
• Community title	\$ 500.00	<b>PLUS \$</b>	75.00 per lot
• Endorsement of:	\$ 200.00	<b>PLUS \$</b>	75.00 per lot
• Plan of Easement; Overhang and Maintenance; Transfer; Grant forms; Consolidation of land; Subdivision of land			

D. OPERATIONAL FEES AND CHARGES

Item	Application Fee (+ add GST)	Rental Fee (+ add GST)	Bonds (GST Exempt)
<ul style="list-style-type: none"> <li>• <b>Hoarding Permit – Building/Footpath</b> <ul style="list-style-type: none"> <li>• "A" class hoarding</li> <li>• "B" class hoarding</li> </ul> </li> </ul>	<p>\$ 120.00</p> <p>\$ 120.00</p>	<p><b>Minimum 3 months rental</b></p> <p>\$18.70 per metre per mth</p> <p>\$46.75 per metre per mth</p>	<p>N/A</p> <p>N/A</p>
<ul style="list-style-type: none"> <li>• <b>Work Zone/Truck Zone Permit</b> (Signage, installation and removal at cost) <ul style="list-style-type: none"> <li>• <b>Work Zone</b></li> <li>• <b>Truck Zone</b></li> </ul> </li> </ul>	<p>\$ 120.00</p> <p>\$ 120.00</p>	<p><b>Minimum 3 months rental</b></p> <p>\$27.50 per metre per mth</p> <p>\$46.75 per metre per mth</p>	<p>N/A</p> <p>N/A</p>
<ul style="list-style-type: none"> <li>• <b>Road Occupancy Permit</b> <ul style="list-style-type: none"> <li>• <b>Plant and Equipment</b></li> <li>• <b>Skip Bin</b></li> </ul> </li> </ul>	<p>\$ 120.00</p> <p>\$ 120.00</p>	<p><b>Minimum 1 day rental</b></p> <p>\$13.75 per metre per day</p> <p>\$60.00 per day</p>	<p>N/A</p> <p>\$ 250.00</p>
<ul style="list-style-type: none"> <li>• <b>Road Opening Permit</b> <ul style="list-style-type: none"> <li>• <b>Road opening - various</b></li> </ul> </li> </ul>	<p>\$ 120.00</p>	<p>N/A</p>	<p>Cost of restoration &amp; ongoing maintenance for 12 months + GST</p>

\*For further information please refer to “Code of Development Construction Practice”

\*\*\*\*\*END\*\*\*\*\*