

# Professional and Student Filming and Photography Policy and Guidelines



## 1.0 Purpose

The Metro Filming and Photography Policy and Guidelines are designed to facilitate film, television and multimedia productions utilising Metro's assets. The document provides a framework for media producers and includes objectives, guidelines and pricing structures.

## 1.1 Key Objectives

Several key objectives have been identified as follows:

- (a) to ensure filming and photography is undertaken efficiently for the production company
- (b) to minimise the impact of filming and photography on Metro customers
- (c) to ensure the safety and security of respective crews, employees and assets, and
- (d) to facilitate the promotion of Victoria as a film-friendly location

## 1.2 Context and Scope

This document relates directly to filming and photography utilising any of Metro's assets, but excludes tourist filming and photography. Filming and photography includes both still and motion footage and filming in any recognizable form.

In certain instances it may be necessary for Metro to obtain the consent or cooperation of a third party in order for the Producer to access or utilise Metro's assets. The onus falls upon the Producer to provide any information requested by Metro so as Metro can determine whether the consent or cooperation of a third party is required. Should the consent or cooperation of a third party be required, Metro may procure the third party's consent or cooperation at its sole discretion. The Producer shall be responsible for providing Metro with any information requested by Metro that it requires to procure the consent or cooperation of a third party. The Producer must pay any reasonable costs incurred by Metro in procuring the consent or cooperation of a third party. Prior to seeking the consent or cooperation of a third party, Metro will inform the Producer of the likely costs involved in seeking such consent or cooperation and will only proceed with the written approval of the Producer.



### 1.3 Definitions

The following definitions apply unless the context requires otherwise:

Application for Professional: Filming or Photography	The application form set out in Annexure A.
Metro:	Metro Trains Melbourne Pty Ltd (ACN 136 429 948).
Metro's Assets:	All rolling stock and other assets operated or owned by Metro and any land and infrastructure leased to Metro by the Director of Public Transport under the Infrastructure Lease.
Franchise Agreement:	The franchise agreement between Metro and the Director of Public Transport.
Governmental Agency:	Any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity. For the avoidance of doubt Governmental Agency includes any person with whose directions or determinations Metro must comply.
Infrastructure Lease:	The infrastructure lease between Metro and the Director of Public Transport.
Law:	Any statute, regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, order, rule or subordinate legislation.
Location Agreement:	The location agreement between Metro and the Producer.
Producer:	Production company or producer of any multimedia productions or the authorized representative thereof and after execution of the relevant Location Agreement the entity defined in the Location Agreement.
Producer's personnel:	Any officer, employee, agent, contractor, consultant or adviser of the Producer and any cast, crew, volunteers, or other individuals associated with the Producer.



## **2.0 Guidelines**

The following guidelines have been developed to ensure that the key objectives are achieved. Adherence to these guidelines will contribute to a positive outcome for the Producer, Metro's customers and employees, Metro, and the general public.

All correspondence and communication in relation to applications covered by this document is to be directed to the:

Andrea Schade  
Sponsorship & Events Coordinator  
Metro Trains  
GPO Box 1880  
Melbourne Vic 3001  
Tel: 03 9610 2610  
Fax: 03 9610 2406

### **2.1 Precondition and Notification**

Prior to Metro agreeing to allow the Producer access to, or use of, any of Metro's assets the Producer must provide Metro with a brief/synopsis/copy of the script. A minimum of 7 days notice is to be given to Metro for all filming and photography applications to be processed. This should be done via the Application for Professional Filming or Photography. Exemptions to the minimum seven day notification requirement may be available at the sole discretion of Metro.

### **2.2 Filming and Photography Application**

The proposed location (including details of the specific areas) and the dates and times for the filming or photography activity must be set out in the Application for Professional Filming or Photography. The Producer must not access or use any of Metro's assets that are not listed in the Location Agreement without the prior agreement of Metro.

### **2.3 Variation of an Application**

Metro reserves the right to change the timing or location of any permission it has granted to the Producer to use or access any of Metro's assets due to circumstances beyond the control of Metro. The Producer must nominate the estimated duration of any activity in the Application for Professional Filming or Photography. The Producer may only vary the dates and times set out in the Location Agreement with the written permission of Metro. Permission will not be unreasonably withheld but may, solely at the discretion of Metro, attract an additional fee.



## **2.4 Charter Restrictions and Availability of Metro's assets**

Metro is not likely to grant the Producer permission to access or use any of Metro's assets between 6am to 9am and 3pm to 7pm on any weekday or at any other time when fleet utilisation or customer usage is high, such as during the provision of services for major special events. Metro is also not likely to grant the Producer permission to undertake activities on board regular services (i.e. normal commuter services carrying customers). Exemptions to the above may be available, solely at the discretion of Metro.

Notwithstanding any agreement between the parties, the Producer acknowledges the obligation of Metro to operate a functioning, safe, reliable and efficient public transport system. In the event that Metro requires, for operational reasons, access to, or the use of, any of Metro's assets that were to be made available to the Producer for filming or photography, (i.e. to replace another unserviceable vehicle), Metro may redeploy Metro's assets as required. In these circumstances the Producer shall have no claim whatsoever against Metro. Metro will return to the Producer any fees that have been paid by the Producer for access to, or the use of, any of Metro's assets that were redeployed and not made available to the Producer for the purpose as outlined in the Location Agreement.

## **2.5 Pre-shoot Site Inspection**

Prior to the beginning of any activity, the proposed location site will be inspected by the Producer in the company of representatives of Metro. The purpose of this site meeting will be to determine the scope of the activity and any readily apparent risks to safety and property.

## **2.6 Validated Tickets**

If the Producer's personnel are travelling on customer services or are in an area where tickets are required, the Producer must ensure that the Producer's personnel carry and are able to produce validated tickets if requested by Metro's staff.

## 2.7 Producer's personnel Conduct and Responsibility

The Producer must ensure that whilst the Producer is accessing or using any of Metro's assets, the Producer's personnel and all those involved in the activity comply with:

- (a) all relevant laws and standards, including the Transport Act and the regulations made pursuant to this act; and
- (b) any directions or procedures given or provided by Metro or Metro's staff.
- (c) the Metro Safety & Environmental Requirements for Contractors working on Metro premises if the filming or photography activity:
  - (i) is within 3 metres of the nearest rail (train or tram);
  - (ii) is within the air space vertically above the rail;
  - (iii) involves excavation works directly below the rail;
  - (iv) involves plant coming within 3 metres of the nearest rail;
  - (v) involves plant coming within 6.4 metres from electrical assets; or
  - (vi) is conducted between the edge of the platform and the yellow line (or where there is no line, within 0.5 metres from the edge of the platform).

The Producer must at its own cost obtain all permits or approvals from any relevant Governmental Agency which is required for the filming or photography activity.

Disruption to Metro's customers, staff and the general public must be kept to a minimum. Therefore, sufficient details of the proposed filming and photography locations and any other requirements of the Producer must be stated on the Application for Professional Filming or Photography, so that effects on operations may be analyzed and, if necessary, alternate options discussed with the Producer. The Producer must ensure that the Producer's personnel conduct themselves in a courteous manner at all times and are sensitive and considerate of the needs of Metro's customers, staff and the general public while on Metro's assets.

The Producer must also keep Metro informed of all relevant matters regarding the filming or photography activity to ensure that Metro's customers, staff and the general public are treated in a positive manner and to ensure that activities are undertaken in accordance with the terms and conditions in the Metro Professional Filming and Photography Policy & Guidelines, the Application for Professional Filming or Photography and the Location Agreement.



The Producer's personnel should not, under any normal circumstances or without the express permission of Metro, approach Metro's customers or the general public while on Metro's assets.

The conduct and behaviour of the Producer's personnel is the responsibility of the Producer. Metro will not take any responsibility for misconduct or poor behaviour of any of the Producer's personnel. All of the Producer's personnel must stay within the locations specified in the Location Agreement.

## **2.8 Smoking**

Smoking is not permitted on any of Metro's assets, except in a designated smoking area or where permission has been granted by Metro.

## **2.9 Physical assets**

All of Metro's assets are to be treated with the utmost care. No tape, adhesive, nails, tacks or other substances or materials are to be affixed to any surface (either interior or exterior) without prior authorisation from Metro.

## **2.10 Equipment**

Metro accepts no responsibility for damage to, or loss of, any equipment brought onto, or left on, Metro's assets by the Producer or the Producer's personnel, prior to, during or after filming or photography. All power leads from equipment must be secured by an appropriate method that does not entail the taping or affixing to any surface, (including external surfaces), unless otherwise instructed to do so by Metro. It is the responsibility of the Producer to supply all necessary equipment including all lighting requirements and power leads. Reasonable care must be taken at all times when setting up and dismantling equipment, to ensure the safety of persons and the protection of Metro's assets. Metro shall not be required to provide any item of plant or equipment necessary for the activity.

Metro is also not required to provide access to the power supply, water or any other utilities to the Producer. If the Producer requires access to power, water or any other utility the Producer must state its exact requirements in the Application for Professional Filming or Photography and the provision of that access shall be at the sole discretion of Metro. The Producer must not use any power, water or other utilities on Metro's assets, except as provided for in the Location Agreement or with the prior written permission of Metro. In the event that Metro does grant permission to the Producer to use any power, water or other utilities on Metro's assets, Metro does not warrant or guarantee to maintain the supply of such utilities.



### **2.11 Sound**

Sound vibration from equipment and noise levels generally, must at all times be kept to a reasonable level as determined by Metro. The Producer must immediately cease using any equipment if Metro determines that the noise or vibration emitting from the equipment is excessive or has the potential to affect the safety of Metro's operations.

### **2.12 Removal, Disturbance or Relocation of Property**

The Producer must not move any of Metro's assets or any fittings, furnishings or objects not belonging to the Producer without the prior consent of Metro.

### **2.13 Safety**

As a transport provider, operator and lessee of Melbourne's Metropolitan public transport system, Metro must ensure that all activities undertaken on or using Metro's assets comply with all applicable laws and safety regulations and standards. Therefore, the Producer must ensure that all aspects of its project and the Producer's personnel comply with all relevant laws and safety regulations and standards.

Metro requires the Producer to prepare a safety report in regard to the proposed filming or photography activities in accordance with the relevant film and television codes and occupational, health and safety laws and standards. A copy of the safety report must be provided to Metro at least 3 days prior to the filming or photography activity taking place. The Producer must not use any fire escapes on Metro's assets, except in the case of an emergency.

The Producer must list all dangerous and flammable substances and articles that it intends to bring onto any of Metro's assets in the Application for Professional Filming or Photography. Metro may, in its sole discretion, grant the Producer permission to bring such dangerous or flammable substances or articles onto any of Metro's assets. The Producer must not bring onto any of Metro's assets any dangerous or flammable substances or articles that are not listed in the Location Agreement without the prior written permission of Metro.

## 2.14 Prohibited Actions

In line with Metro's commitment to safety, we have attached a list of actions that are prohibited on Metro's assets, and therefore must not form part of the proposed activity. Any activity undertaken on or using Metro's assets must not contain elements of:

- (a) Use or possession of alcohol or drugs
- (b) Smoking inside a train or on any area where smoking is prohibited
- (c) Indecent, abusive, insulting or threatening language or gestures
- (d) Dangerous acts or acts likely to cause a nuisance
- (e) Vandalism, destruction of property or graffiti
- (f) Encouraging fare evasion
- (g) Faulty ticket machines or related equipment
- (h) Gambling
- (i) The unauthorised operation of a musical instrument, radio or sound emitting device unless the sound is contained by headphones
- (j) Littering
- (k) Riding a bike, scooter, skate board, in-line skates or similar device
- (l) Protrusion of any object from a vehicle's window
- (m) Placing items on the tracks
- (n) Crossing tracks at unauthorised locations
- (o) Travelling or attempting to travel on the exterior of a vehicle

Equipment that has the potential to obstruct or endanger the operations of Metro is strictly prohibited.

Permission to undertake an activity will not be granted if the activity contains any of the elements outlined above or is prohibited by law or any standard.

Exemptions to the above list of prohibited actions may, in certain circumstances, be granted to the Producer at the sole discretion of Metro.

The Producer must not do, or allow to be done, any act that is likely to disturb, annoy or create a nuisance for Metro or Metro's customers, staff, tenants or neighbours or the general public.



### **2.15 Automated Ticketing Equipment**

Requests for filming or photographing automated ticketing equipment must be directed to either OneLink Transit Systems Pty Ltd or the Transport Ticketing Authority, which own and operate the ticketing equipment. Any agreement between the Producer and Metro specifically **excludes** the right to film automated ticketing equipment.

### **2.16 Advertising**

The Producer must not:

- (a) place or install any advertisements;
- (b) advertise or promote any product, service or charity;
- (c) conduct any promotion or sampling; or
- (d) distribute any newspapers,

on any of Metro's assets.

### **2.17 Use of Images**

Images of Metro's assets may only be used for the purposes stated in the Location Agreement. Unauthorized use of images is not permitted under any circumstances. Unless approved in writing by Metro, digitally altering any image of any of Metro's assets is not permitted, except for enhancement of an image by altering the light, colour or shade.

### **2.18 Parking, Production and Technical Space**

All parking, production and technical space required for the filming or photography activity must be stated and specified on the Application for Professional Filming or Photography.

### **2.19 Signing of Documentation**

An authorized representative of the Producer must sign all documentation including the Application for Professional Filming or Photography, the Location Agreement and any damage reports completed by Metro.



## **2.20 Supervision**

Metro will appoint, if it deems necessary, a supervisor as the primary point of contact for the Producer and to be present during production set up, pack up, as well as during the filming or photography activity. The role of the supervisor is to ensure that the Producer complies with the Location Agreement and to ensure the safety of, and to minimise the disruption to, Metro's customers, staff, the general public and Metro's assets. Metro may also, if it deems necessary, provide additional staff (such as customer service employees, Authorised Officers, private security contractors, Metro's head office staff) to direct customers away from any area that is the subject of the Location Agreement, provide access to an unmanned location or to provide general supervision/security. The cost of the supervisor and such other employees and contractors that are deemed necessary by Metro will be at the Producer's expense. The need for the deployment of such staff will be determined by, and solely at the discretion of, Metro.

## **2.21 Security**

The Producer must at all times while utilising Metro's assets comply with all relevant security policies and procedures of Metro and with all instructions given by Metro. Metro may also, if it deems necessary, require that registered security guards of its choice be on location at all times during production set up and pack up, as well as during the filming or photography activity. The cost of these security guards will be at the Producer's expense. The Producer must not allow any unauthorised person to access any of Metro's assets.

## **2.22 Damage to Metro's assets and Post-Filming / Photography Inspection**

The Producer must repair any damage to any of Metro's assets that is caused or contributed to by the Producer or the Producer's personnel or replace any of Metro's assets if the asset is not able to be repaired to Metro's reasonable satisfaction.

At the conclusion of filming or photography the Producer will, in a timely manner, ensure that all of Metro's assets are reinstated to their original condition to the satisfaction of Metro and that all of the Producer's property and all rubbish is removed from the site. Prior to the departure of the Producer after each day's filming or photography is completed Metro, together with a representative of the Producer, will undertake a site inspection to ensure compliance with this paragraph. A report/checklist, to be signed by both Metro and the Producer, must be completed as part of the site inspection. The report/checklist will note those actions that are required to be addressed by the Producer, including:

- (a) any rectification work that is necessary to repair or restore any of Metro's assets to the condition they were in prior to the Producer accessing or using the asset; and
- (b) any obligation of the Producer to replace any of Metro's assets that are not able to be repaired to Metro's reasonable satisfaction, and the timing to address such actions.



### **2.23 Sensitive / Offensive Issues**

Any issues in relation to the content of what is being filmed or photographed or how it is going to be used, which could be considered sensitive or offensive by Metro is to be detailed in an attachment to the Application for Professional Filming or Photography. Metro may, in its sole discretion, refuse to grant the Producer permission to access or use any of Metro's assets if it considers that Metro's reputation could be harmed by the content or subject matter of the proposed filming or photography activity. Sensitive or offensive issues would include nudity, violence, drug use or content with political or racial implications. The Producer will not portray Metro as endorsing or supporting any product or service or any views, opinions, attitudes or ideas suggested, conveyed, advertised, canvassed, depicted or otherwise expressed, without prior written consent from Metro.

### **2.24 Termination of the Location Agreement**

Failure by the Producer to comply with any provision in the Location Agreement, the Application for Professional Filming or Photography or the Metro Professional Filming and Photography Policy & Guidelines shall entitle Metro to immediately terminate the Location Agreement in which case the Producer's rights to access and or utilise Metro's assets are immediately withdrawn.

In addition, in the event the Franchise Agreement or Infrastructure Lease expires or is terminated for any reason whatsoever, the Location Agreement will terminate on the day that the Franchise Agreement or Infrastructure Lease expires or terminates.

In the event that the Location Agreement is terminated in accordance with this paragraph Metro will not be responsible for or liable to pay to the Producer or the Producer's personnel any compensation, damages, losses or any other amount whatsoever.

## **3.0 Fees, Bonds Insurance and Indemnity**

### **3.1 Fees**

Upon the signing of any Location Agreement, Metro will, within 7 days, issue a Tax Invoice to the Producer for the fees (including any GST applicable) set out in the Location Agreement. Access to Metro's assets will be denied until such time as the Producer has paid the fees in full. Fees will not be refunded other than in situations where filming is delayed or prevented as a result of circumstances that were within the direct control of the Metro and such refund shall be at the sole discretion of Metro. The fees that Metro will be entitled to charge the Producer are as follows:

(a) Corporate Fee: Metro's corporate fees are as follows:

1 hour \$250	2 hours \$395
3 hours \$540	4 hours \$690



5 hours \$835

6 hours \$985

- (b) Supervision Fee: The cost of any supervision personnel contemplated under paragraph 2.20.
- (c) Security Fee: The cost of any security guards contemplated under paragraph 2.21.
- (d) Other Fees: Any other fees that are considered necessary by Metro and that are set out in the Location Agreement.

### **3.2 Fee Waiver**

Metro may in its sole discretion elect to waive the corporate fee referred to in paragraph 3.1(a) for:

- (a) student films and photography;
- (b) documentaries and educational films;
- (c) projects related to charitable or civic activities;
- (d) news and current affairs purposes;
- (e) projects of personal interest or of an amateur nature; and
- (f) weddings and other personal celebrations.

Any Producer seeking to have the corporate fees waived must attach a written submission to the Application for Professional Filming or Photography stating the rationale for the fee waiver request.

### **3.3 Bonds**

The Producer will, if required by Metro and at the sole discretion of Metro, provide a bond to Metro. The amount of the bond shall be determined by Metro with regard to the nature and extent of the activity. Without prejudice to Metro's other rights under the Location Agreement, Metro may retain the bond if the Producer breaches the Location Agreement or the Metro Filming and Photography Policy and Guidelines. In the absence of a breach of the Location Agreement or the Metro Filming and Photography Policy and Guidelines the bond will be returned to the Producer within 14 days of the expiry of the Location Agreement.

### **3.4 Insurances**

The Producer is required to obtain and keep current for the term of the Location Agreement public liability insurance for at least \$10,000,000. The Producer must provide Metro with a certificate of currency for this insurance prior to commencing any filming or photography activity on Metro's assets.



### **3.5 Indemnity**

The Producer will indemnify Metro in accordance with clause 4.1(b) of the Location Agreement.

Annexure A - Application for Professional Filming or Photography