

To: Director-General of Civil Aviation (Attn: Public Relations Officer)
Fax: 2234 9431
Email: enquiry@cad.gov.hk

Application for Location Filming
at the Civil Aviation Department (CAD)'s Premises

Applicant: _____

Address: _____

Telephone: _____ Fax Number: _____

Proposed Filming Date: _____
From: _____ hours to _____ hours

Title of Film: _____

Theme and Purpose of Film (i.e. feature, documentary, promotion, publicity, etc.): _____

Reason for using CAD's premises:

No. of Persons in the Filming Crew: _____ No. of Actors (if any): _____

Location involved:

1. CAD Headquarters
(please specify: _____)
2. Backup ATC Centre
3. Backup ATC Tower
4. ATC Equipment Outstation
(please specify: _____)

Equipment involved:

Power Supply required (type, power consumption and the equipment requiring power supply):

(Please read the attached **“Conditions for Filming at the Civil Aviation Department (CAD)’s Premises”** carefully before you sign this application form.)

Signature: _____ Applicant name: _____

Title: _____

Date: _____

(Company chop)
(for Company Applicant only)

Conditions for Filming
at the Civil Aviation Department (CAD)’s Premises

Definition

“Government” means the Government of the Hong Kong Special Administrative Region.

“User” means the applicant and/or his/her representatives who will carry out the filming activities at CAD’s premises.

General Conditions

1. Except under special circumstances, no application for filming CAD’s premises will be considered, unless it is received fourteen (14) working days before the proposed filming date.
2. The User should be responsible for obtaining all the necessary licences and permits from the Government and other related competent authorities (e.g. the Airport Authority) for the purpose of filming.
3. The use of the premises permitted under the Conditions shall be restricted to such designated areas on such dates and for such duration as solely determined by the Government.
4. The User shall not cause, directly or indirectly, any damage to the property of the Government, including without limitation furnishings, furniture, fittings and equipment.
5. The filming concerned shall not affect normal operations of the premises and the User shall not set up or cause any electromagnetic or radio interference which may seriously affect any operation concerning flight safety. The Government or its authorised persons shall immediately stop all activities found affecting the normal operation of the premises and/or the equipment at the premises. Moreover, the User has to ensure that the filming should not block the vehicular access for maintenance activities of the equipment at the premises at all times.
6. The User shall not for the purposes of filming cause or permit to cause any nuisance, annoyance, disturbance and inconvenience to either the Government or the public.
7. The nature of the film shall not be a cause of embarrassment to the Government. Nor should the film be of illegal, immoral, defamatory or political flavour.

8. The use of noxious, combustible, explosive or inflammable substances/materials is not allowed.
9. The User shall upon leaving the premises after the permitted use of the premises:
 - (a) remove at its own costs and expenses all its belongings, equipment, fittings, fixtures and any other properties of the User from the premises; and
 - (b) deliver up the premises in a clean, hygienic and tidy condition to the satisfaction of the Government.
10. The User undertakes to indemnify the Government and keep the Government indemnified against all or any claims, actions, proceedings, liabilities, losses, damages, demands, charges, fines, reasonable costs and expenses of whatever nature (including, without limitation, damages to property, personal injury or death of any person) which the Government may become liable for or incur or sustain in connection with or in consequence of any act, default or omission on the part of the User, the User employees, agents or subcontractors or any person for whom the User is responsible, arising out of or resulting from the User filming activities in the premises.
11. The approval of filming is subject to the immediate cancellation by the Government (as its sole discretion) at any time and from time to time should the User fails to observe any of the Conditions hereto or on airport operational, safety or security grounds. The Government shall not be liable to the User for any claims, actions, proceedings, liabilities, losses, damages, charges, costs or expenses which the User may become liable for or incur or sustain as a result of the cancellation in accordance with this Condition. Subject to the Conditions hereof, the fees and charges paid by the User will be refunded on a pro-rata basis after deduction of any costs and expenses incurred by the Government. However, no fees and charges would be refunded to the User if the User fails to observe any of the Conditions set out above.
12. For the purpose of filming in the premises, a filming fee (“Filming Fee”) and the actual costs and expenses incurred by the Government (if extra Government personnel or equipment is required) shall be charged. For the avoidance of doubt, the Filming Fee paid under this Condition shall not be refunded if the User is unable to carry out the filming on such date(s) as approved by the Government. The Filming Fee shall be calculated as follows:-

| <u>Amount</u> | <u>Duration of use</u> |
|---------------|---|
| \$7,090 | For the first 4 hours or part thereof |
| \$1,990 | For every subsequent 4-hour block or part thereof |

13. A refundable deposit (“Deposit”), being an amount equivalent to the Filming Fee, shall be paid by the User to the Government. The Deposit, the said fees and charges referred to in Condition 12 shall be paid to the Government at the time when the User submits the application form for the use of the premises.
14. The Government shall have the right and is hereby authorised at any time (without prejudice to any other claim, cause of action, right or remedy whatsoever which the Government may otherwise have against the User) to deduct from the Deposit such reasonable amount in relation to any costs, expenses, losses and damages suffered or incurred by the Government as a result of the breach, non-observance or non-performance of any of the Conditions hereof by the User.
15. Subject to the Conditions hereof, the Deposit (which carries no interest) will be released to the User, upon the User request, through the Government payment procedures.
16. The Conditions hereto shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
17. Anyone, while having dealings of any kind with the Civil Aviation Department (CAD), should not offer advantage to the CAD officers, or else he may commit an offence under section 4(1) and/or section 8 of the Prevention of Bribery Ordinance (Chapter 201 of Laws of Hong Kong), and be liable to a maximum penalty of a fine of \$500,000 and imprisonment for 7 years.

I, the undersigned, being _____
(position) of _____ (name of the User), have read
and understood the above Conditions, and are duly authorised to confirm, for
and on behalf of the User, its acceptance of the above Conditions and its
agreement to be bound by the same.

Signature: _____ Applicant name: _____

Title: _____

Date: _____

(Company chop)
(for Company Applicant only)