

# SESLHD PROCEDURE COVER SHEET



**Health**  
South Eastern Sydney  
Local Health District

NAME OF DOCUMENT	Non-News Filming
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EXECUTIVE SPONSOR	Manager, Media and Communications, SESLHD
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POSITION RESPONSIBLE FOR THE DOCUMENT	Manager, Media and Communications, SESLHD
FUNCTIONAL GROUP(S)	Communications
KEY TERMS	Filming location agreement, filming licence, licensee, licensor, advertising, sponsorship, owner, producer, visitor
SUMMARY	This document establishes a clear procedure for approvals for non-news filming and photography within South Eastern Sydney Local Health District (SESLHD).

## COMPLIANCE WITH THIS DOCUMENT IS MANDATORY

**This Procedure is intellectual property of South Eastern Sydney Local Health District.  
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# SESLHD PROCEDURE

## Non-News Filming

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### 1. POLICY STATEMENT

This procedure outlines how external non-news filming requests are handled across South Eastern Sydney Local Health District (SESLHD).

This procedure is in line with [Premier's Memorandum M2021-06: Making NSW Film Friendly](#).

### 2. BACKGROUND

SESLHD frequently receives requests for external organisations and production companies to film, record or take photographs in our facilities.

The term 'non-news filming' encompasses video production, photography and audio recordings. It includes but is not limited to: documentaries, feature films, television series, training videos, agency photography, advertising and podcasts. This document does not apply to NSW Health projects, including when external organisations have been engaged by NSW Health to produce the material. It applies only to external organisations wanting to film in SESLHD facilities for their own purposes.

**Note:** [this document does not cover news and current affairs filming requests](#).

Requests from news media are handled differently, where principles of transparency, accountability and the public interest must be considered. Non-news filming will be considered based on the resources involved, operational impacts and benefit to the District. All decisions will be made in accordance with the [Premier's Memorandum M2021-06: Making NSW Film Friendly](#).

### 3. CRITERIA FOR NON-NEWS MEDIA APPROVAL

A request may be approved if:

- a. It does not disrupt the operations and provision of healthcare within SESLHD facilities.
- b. The use of SESLHD resources required to carry out the filming is reasonable.
- c. The District stands to benefit and a return on investment is clear.
- d. The District retains the right to veto footage that breaches the rules in this document.
- e. Staff are equipped to handle the request.
- f. Any staff or patients who have been asked to feature in the material have provided written consent.
- g. The proposed content reflects the values of SESLHD and NSW Health and will not undermine its reputation.
- h. It satisfies the [Premier's Memorandum M2021-06: Making NSW Film Friendly](#), which states:
  - a. Applications are processed and a response is provided promptly.
  - b. Access to locations is supported wherever possible.
  - c. Clear reasons for refusal are provided.
  - d. Fees are kept to a minimum and should only reflect costs.

### 4. RESPONSIBILITIES

SESLHD staff who receive an external request to carry out filming in a facility must contact the Media and Communications Team.

- a. **Staff will:** forward any external filming requests to the Media and Communications Team.

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- b. **Hospital General Managers and Service Directors will:** provide advice and approval to the Media and Communications Team regarding a filming request at their site.
- c. **The Media and Communications Team will:** manage and consider filming requests based on the considerations outlined in this document.

**Note:** You can contact the Media and Communications Team by emailing: [seslhd-communications@health.nsw.gov.au](mailto:seslhd-communications@health.nsw.gov.au) or by phoning 0409 973 612.

## 5. PROCEDURE

- a. The Media and Communications Manager will decide whether to approve the request, once:
  - i. The Media and Communications Team has liaised with the applicant to understand the scope of the request **and** ensure SESLHD has the right to veto footage and material.
  - ii. The hospital General Manager or Service Director has provided operational and strategic advice.
  - iii. The Media and Communications Team has consulted the District Chief Executive and/or Ministry of Health where appropriate.
- b. The Media and Communications Team will then:
  - iv. Seek approval from the hospital General Manager or Service Director for filming to take place at their facility.
  - v. Determine the fees payable and inform the applicant of this.
  - vi. Undertake a safety and risk assessment in accordance with the OH&S requirements.
  - vii. Ensure the applicant signs a Filming Location Agreement (see appendix B) for short, one-off filming projects. A filming licence is required for major projects like a documentary or television series.
  - viii. Ensure the applicant provides proof of public liability insurance.
  - ix. Ensure patient and staff consent is obtained as required (see Appendix C).
  - x. Liaise with hospital staff to organise an onsite safety briefing.
  - xi. Supervise production staff on SESLHD premises at all times.
  - xii. Oversee the payment of fees and liaise with the applicant in the post-production process to ensure the rules in this document are followed.

## 6. PRIVACY AND IDENTIFICATION OF SESLHD STAFF AND FACILITIES

Filming or photography within healthcare facilities must strictly comply with privacy laws and health policies. Under no circumstances should patients, their families, or patient-related activities be filmed without explicit, written consent. Any inadvertent capture of patient images must be deleted.

Staff must provide written consent before being filmed or photographed. Additionally, their right to refuse participation should be communicated and respected without consequences.

SESLHD facilities must not be identifiable in any advertising that takes place. SESLHD will retain the right to veto any footage which breaches this condition.

The Media and Communications Team must decide whether it's appropriate for staff to be identifiable. If it is deemed appropriate, staff must provide consent as outlined above.

### 7. ADDITIONAL OPERATIONAL AND RISK MANAGEMENT CONSIDERATIONS

Prior to filming, production teams must receive an on-site safety briefing, including an overview of facility protocols, emergency procedures, and restrictions in high-risk areas. A temporary filming permit issued by the facility may also be required.

Non-news footage or images taken on-site must be used solely for the stated purpose agreed upon in the contract. Secondary distribution, use in promotional content, or resale should require separate approval from SESLHD.

### 8. FEES

Fees are managed at the discretion of the General Manager for each site. General Managers are to consult Appendix A: Non-News Filming or Photography – Location Fees and are able to adjust fees based on what is reasonable to charge.

Penalties will be applied for any damage caused to SESLHD property and may be applied for any breaches of the agreement.

### 9. DOCUMENTATION

Appendix	Document title	Reference
A	Non-News Filming or Photography – Location Fees	T24/18208
B	Filming Location Agreement	T24/18210
C	<a href="#">Media Consent Form</a>	T24/63293

### 10. AUDIT

The Media and Communications Team will consult with hospital General Managers and Service Directors on a quarterly basis to ascertain if non-news filming requests have been received. However, General Managers and Service Directors – and their office - are advised to contact the Media and Communications Team as soon as the request has been received.

### 11. REFERENCES

[NSW Government – Premier’s Memorandum M2021-06: Making NSW Film Friendly](#)

### 12. VERSION AND APPROVAL HISTORY

Date	Version	Version and approval notes
June 2007	0	Alison Errey, Director Corporate Communications. Approved by SESIAHS Executive Committee 5 June 2007
June 2010	1	Robyn Bignell, Manager Community Partnerships Unit SESIAHS
October 2010	2	Approved by SESIAHS Executive Unit– 26 October 2010
July 2012	3	Community Partnerships Northern and Southern Sector, SESLHD
August 2012	4	Changes made by Manager, Media and Communications. . Endorsed by Kate Sikora Manager, Media and Communications
August 2015	5	No changes to document. Endorsed by Executive Sponsor

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Date	Version	Version and approval notes
October 2018	6	Minor review incorporated feedback received from site representatives. Updated to refer to Premier's Memo M2014-04
June 2019	6	Update approved by Manager, Media and Communications
June 2019	6	Processed by Executive Services prior to publication
September 2020	7	Update approved by Manager, Media and Communications
January 2023	8	Update by Deputy Manager, Media and Communications.
15 January 2025	9.0	Major review by Media and Communications Officer. Approved at SESLHD Executive Meeting.

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### Appendix A

Content Manager number: T24/18208

#### NON-NEWS FILMING OR PHOTOGRAPHY – LOCATION FEES

TYPES OF FILMING or PHOTOGRAPHY ACTIVITY	PRICES (GST EXCLUSIVE)
Documentaries & Educational Films	\$3000 – 8 hours ** \$1800 – 4 hours ** \$450 – hourly, after 8 hours
Feature Films & Television Series	\$6000 – 8 hours** \$3600 – 4 hours** \$825 – hourly, after 8 hours
Commercial Advertising & Corporate Films:	\$8000 – 8 hours** \$4800 – 4 hours** \$1100 – hourly, after 8 hours
Commercial stills photography	\$2500 – 8 hours ** \$345 – hourly, after 8 hours
NOTE: These charges are <b>not</b> inclusive of supervision, cleaning or equipment hire charges (see below).	

**\*\*Includes Bump In and Bump Out**

#### Supervision and Cleaning charges:

Supervision will be managed by a nominated officer or security officer.

	Cleaner (charge per day)	Security (charge per day)
Monday – Friday (per day)	\$660	\$486
Saturday	\$690	\$730
Sunday	\$804	\$850

#### Penalties for Damages/Breach of Agreement:

The penalty for damage or breach of conditions outlined in the Location Agreement will be charged at a minimum of \$1500 per incident, depending on the extent of damage.

#### Equipment Hire Charges

The local health district is unable to supply medical/clinical equipment, uniforms or theatre scrubs for any off-site filming projects. In relation to on-site filming, equipment may be made available at the discretion of management and only when that equipment is excess to current hospital need. Fees may be applicable for equipment usage.

#### Filming Agreement and Insurance

Each project will be required to complete a filming agreement prior to the day of filming and provide a Certificate of Currency for Public Liability Insurance to value of \$20 million.

#### Identification of SESLHD Facilities

Under no circumstances should any filming or photography take place for commercial advertising purposes which identifies the facility or health district. Agreement to film for these purposes is strictly on a non-identification basis and SESLHD will retain the right to veto any footage which breaches this agreement.

### Appendix B

Content Manager number: T24/18210

#### FILMING LOCATION AGREEMENT

1. South Eastern Sydney Local Health District ABN 70 442 041 439 (**Contractor**) grants to [name of filming company] ABN xxxxx (**Licensee**), a licence to occupy and use [specify area] (**Area**) as directed by the Contractor's Manager, Media and Communications (**Manager**) for the purposes of [define the project] (**Purpose**).
2. The Licensee may photograph or film in the Area for the Purpose but is specifically prohibited from photographing or filming any other areas of the hospital or individuals on site without the permission of the Manager.
3. The Licensee may undertake photography/ filming in the Area for the Purpose on [dates] as agreed in this Agreement.
4. The Licensee will own the copyright and all other rights in all footage and material created during the filming for the Purpose. The Licensee may only exploit the film and photographs depicting the Area for purposes directly related to the Project and not for any other purpose or any other production. The Licensee is specifically prohibited from selling or otherwise disposing of any of the footage or material created during the filming for the Project to any other party for use for any other purpose other than the Purpose.
5. The Licensee must not disclose the content of this Agreement to any third party unless required to do so by law or for legal advice.
6. The Licensee indemnifies the Contractor against any liability, loss, claim or proceeding in respect of the personal injury or death of any person and loss or damage to the Area caused by the Licensee's negligence or the negligence of any person for whom the Licensee is responsible during the filming for the Project. The Licensee will provide the Contractor with a copy of the relevant contract of insurance, including workers' compensation insurance.
7. If the Contractor believes that any loss or damage, as described in clause 6, has arisen the Contractor will notify the Licensee in writing and the Licensee will refer to the claim to its insurer.
8. The Licensee must provide the Chief Executive of the Contractor with a copy of the final footage/photography from the Project and permit the Chief Executive of SESLHD to object to any use of that final footage or photography, where in his/her opinion, the material prejudices a patient's interests or those of the Contractor. Any footage not approved by the Contractor must be erased and the Licensee will confirm in writing to the Chief Executive of the Contractor that it has done so.

**EXECUTED** by the Contractor and the Licensee on [date]

**SIGNED** for and on behalf of the  
**Licensee**

.....

Name:

**Signed for and on behalf of the**  
**Contractor by its duly authorised officer**

.....

Name:



### Appendix C

Content Manager number: T24/63293

## Media & Communications Consent Form

I, (your name) .....

Please select: ☐ Patient ☐ Member of the public ☐ Staff member ☐ Volunteer

Consent to South Eastern Sydney Local Health District (SESLHD) using photographs, video and/or recordings of myself and/or the following persons:

.....

.....

(Print name)

(Relationship to you: son/daughter, guardianship)

.....

.....

(Print name)

(Relationship to you: son/daughter, guardianship)

I am aware that any photographs, video, and/or recordings taken may be used for:

- Media including broadcast, radio, print and online media
- SESLHD promotions, displays, publications, websites, or social media sites
- NSW Health and/or hospital promotions, displays, publications or websites
- Any other NSW Government promotions, displays, publications or websites.

I consent to the photographs, video, and/or recordings being used in perpetuity.

I understand and acknowledge:

- The reasons for collection of these photographs/images/recordings and the purposes for which they will be used and disclosed as set out above
- This has been explained to me by the media advisor/treating health care worker
- That my participation is completely voluntary and I can choose not to participate at all
- That I may not be consulted on each occasion the photographs, video, and/or recordings are used in the circumstances above
- That I may withdraw my consent, in writing, at any time in the future however I understand that this will only apply to future and not past publication of the material
- That I assign all rights, title and interest including copyright to NSW Health in perpetuity unless otherwise stated above.

I am also aware that all photographs, videos, and/or recordings remain the property of SESLHD.

I understand the photographs, videos and/or recordings will be stored securely and only accessed by approved SESLHD employees when reasonably required.

.....

.....

(Sign or type your name in the field above to confirm your consent)

(Date)

This form must be signed by the participant or their legal guardian.