

REQUEST TO OBTAIN CCTV FOOTAGE TERMS AND CONDITIONS

1. The Hobart City Council of 50 Macquarie Street, Hobart Tasmania 7000 (ABN 39 055 343 428) maintains CCTV Infrastructure within the Hobart municipality ("CCTV Infrastructure");
2. Some footage captured by the CCTV Infrastructure ("CCTV Footage") may be released to parties upon request in certain circumstances where it lawful to do so;
3. The CCTV Footage is generally retained for up to thirty one (31) days before it is overwritten by new footage unless a formal request is made to the Council to retain certain footage within this period of time. However, the retention of CCTV Footage may be less than the thirty one (31) day period in certain areas due to the limitations of the CCTV Infrastructure in the relevant location.
4. Whilst the presence of the CCTV Infrastructure in the community is intended to help promote security for the public, this objective is balanced by the privacy protections offered in the Personal Information Protection Act 2004 (Tas) and the Privacy Act 1988 (Cth)("Privacy Laws") - under which the Council's dealings with the CCTV Footage are handled.
5. The Council will only release CCTV Footage in the following circumstances:
 - (a) upon request from a local, state or federal government entity or agency;
 - (b) upon request from any other entity or individual on a case by case basis where it is lawful to do so. Please note the Council may be prohibited from releasing CCTV Footage to you under the Privacy Laws where that footage contains the personal information of third parties. For the removal of doubt, if you request footage whereby a person other than yourself is reasonably identifiable, the Council might not be permitted to release this footage to you; and
 - (c) as otherwise permitted or required by law.

6. A fee of \$148.50 ("Fee") will apply for all applications to search for CCTV Footage.
7. Applications must be made via the Council's online CCTV Footage Request Form for assessment, along with:
 - (a) evidence of payment of the relevant fee;
 - (b) sufficient details of the location, date and period of time (up to a maximum of two hours) of the footage sought, along with details of the activity/event that is thought to have occurred; and
 - (c) if the application is made by an entity or individual identified in clause 5(b), any relevant information that may be reasonably required by the Council's officers to determine whether it is lawful to release the footage (for example, if the relevant footage includes the personal information of a third party, whether that third party has consented to the release of the footage to you);
8. By making an application for CCTV Footage, you (as the applicant) acknowledge that the Fee is not refundable, even in circumstances including, but not limited to when:
 - (a) no CCTV Footage is found by Council Officers in undertaking the requested search;
 - (b) the CCTV Footage provided to you does not capture the activity/event sought; and/or
 - (c) if a determination is made that you are not permitted to obtain the CCTV Footage under the Privacy Laws;
9. CCTV Footage may not be available during the period of time sought due to a number of reasons, including, but not limited to:
 - (a) the unavailability of CCTV infrastructure within the location requested;
 - (b) misalignment of CCTV infrastructure;
 - (c) the footage having been overwritten by new footage;
 - (d) in-operation of CCTV infrastructure due to maintenance or equipment failure.
10. If CCTV Footage is located, it will be retrieved and you will be advised by email of the date/time and location for collection.

11. The Council will endeavour to provide you with a Sharefile link via email to access the requested CCTV Footage. However, you acknowledge that it will not always be practical for the Council to do so (for example, the file size of the CCTV Footage sought exceeds the capacity of the Sharefile system).
12. You acknowledge that the onus is on you to provide correct and sufficient details to assist Council Officers with their search and that the Council Officers are not obliged to review the CCTV Footage before providing it to you (unless you are an entity or individual identified in clause 5(b)) and that they may elect not to do so where the activity/event sought could be distressing.
13. The Council will endeavour to action all requests for CCTV Footage in accordance with its Customer Service Charter.
14. Council officers will not comment or provide updates in connection with any applications for CCTV Footage prior to the completion of the assessment.
15. You agree that you are not permitted to make or distribute copies of the CCTV Footage obtained (if applicable) unless authorised to do so by the Council or as otherwise required by law.
16. You acknowledge that all footage disclosed by the Council is assigned a reference number that is recorded against the personal details of the relevant applicant so that compliance with clause 15 above may be reviewed.
17. The Council shall not be liable for any loss or damage whatsoever that is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the disclosure of CCTV Footage except for any liability which cannot be excluded by law.
18. The Council does not make any warranties as to the accuracy of the CCTV Footage or as to the calibration of the CCTV Infrastructure. The Council will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, the disclosure of CCTV Footage contemplated by these terms and conditions.
19. The Council is not responsible for any harmful or offensive material that may be captured in the CCTV Footage or for any breaches of intellectual property laws, including, but not limited to, those relating to copyright, trademarks, patents, designs and plant breeder's rights, that may occur in connection with the disclosure of CCTV Footage contemplated by these terms and conditions.

20. You agree that, if successful in obtaining CCTV Footage, you will access and view this information on your own computing hardware at your own discretion and risk.
21. You agree to indemnify and hold harmless the Council against all claims and expenses, including any legal fees, resulting from your use of the CCTV Footage.
22. The Council may elect to vary these terms and conditions without notice at any time in its sole and absolute discretion.
23. By making an application for CCTV Footage you are deemed to have accepted these terms and conditions.