

PHOTOGRAPHY PERMIT

Application to conduct photography in parks and other areas managed by Parks Victoria including Annual Landscape Photography Licence

When you have completed the steps below, your Photography Permit Application is ready to be forwarded to Parks Victoria for assessment. Please keep a copy for your records.

| CHECKLIST FOR COMPLETENESS | (please ✓ tick) |
|--|-----------------|
| 1 Discussed application with the relevant Parks Victoria staff member (please call Parks Victoria information centre on 13 1963 for details) | |
| 2 Completed Applicant and Activity Details (see page 4-6) | |
| 3 Attached two passport sized photographs for the Annual Landscape Photography Licence (if relevant, see page 8) | |
| 4 Read and understood the General Conditions (see pages 10-12) | |
| 5 Read and understood the Insurance, Release and Indemnity provisions (see pages 14-15) | |
| 6 Attached evidence of Public Liability Insurance (if applicable, see pages 14-15) | |
| 7 Attached site plans, safety report or other documents if required (see page 15) | |
| 8 Signed this Permit or Licence Application Form | |

Note: Emailed applications are preferred, however if faxing please submit pages 1,2,5,6,7,8 and 9.

Photography permit applications will only be assessed when complete. Permits will only be issued when payment is made in full. Processing time for a complete photography permit application is generally two weeks, depending on the nature of the proposal.

By signing this Application for a Photography Permit the applicant acknowledges that they must comply with the conditions set out in the Parts 1, 2, 3, 4, 5, 6, and 7 of this application and additional location or special conditions may apply. The applicant acknowledges that Parks Victoria is under no obligation to accept the application.

Production name: (print please)

Name: (print please)

Position:

Company/Association:

Signed:

Date:

Applications should be forwarded to the relevant Parks Victoria staff member (contact 13 1963 for details).

Note: Applications for the Annual Landscape Photography Licence should be forwarded to:

Parks Victoria, Tourism Partnerships, Level 10, 535 Bourke Street, Melbourne VIC 3000

or by email to filmingandphotography@parks.vic.gov.au

FOR INTERNAL USE ONLY:

Date permit issued:

Permit period:

From:

am/pm on

20

To:

am/pm on

20

Parks Victoria Officer

Name:

Signature:

Position:

Note: This permit is not valid until signed by the Parks Victoria authorising officer AND payment has been received in full by Parks Victoria (unless otherwise agreed to).

**Please carry your approved permit with you
while conducting the approved photography activities.**

| | | |
|--------|--|----|
| PART 1 | WHO REQUIRES A PERMIT OR LICENCE? | 4 |
| PART 2 | APPLICANT DETAILS | 5 |
| PART 3 | PHOTOGRAPHY DETAILS | 6 |
| | 3A PHOTOGRAPHY PERMIT | 6 |
| | 3B ANNUAL LANDSCAPE PHOTOGRAPHY LICENCE | 7 |
| | 3C RENEWAL OF ANNUAL LANDSCAPE PHOTOGRAPHY LICENCE | 7 |
| PART 4 | PAYMENT DETAILS | 8 |
| PART 5 | LOCATION AND SPECIAL CONDITIONS | 9 |
| PART 6 | PERMIT CONDITIONS | 10 |
| | 6A GENERAL CONDITIONS | 10 |
| | 6B LOCATION AND SPECIAL CONDITIONS | 12 |
| PART 7 | SCHEDULE OF FEES | 13 |
| PART 8 | INSURANCE AND INDEMNITY | 14 |
| PART 9 | ATTACHMENTS | 15 |

HOW TO COMPLETE THIS FORM

For Photography Permit Applications complete page 1 and sections 2, 3A and 4B.

For Annual Landscape Photography Licence applications and renewal complete page 1 and sections 2, 3B or 3C and 4B.

Photography Permits and Licences

- Are not transferable*;
- Are for the use of the applicant specified in this form only;
- Are issued on the basis that permit or licence conditions are accepted;
- Are only valid with Public Liability Insurance (where it applies);
- Do not grant exclusive access to the park or other area managed by Parks Victoria.

* Transfer" means to give, sell or otherwise assign a permit to another person, company or association, whether for a cost or free and includes any sale, changes of control other assignment as a result of sale of the entity holding the licence or permit.

PART 1 – WHO REQUIRES A PERMIT?

The photography permit system enables Parks Victoria staff to better manage activities occurring in parks, to protect environmental, cultural and social values, while ensuring photographers are directed to the most suitable places.

A Photography Permit or Licence is required for:

- A company, institution, group or individual conducting professional photography in parks and other areas managed by Parks Victoria. This includes, but is not exclusive to, photography for use in;
 - printed media including magazines, advertisements, journals, textbooks, calendars and postcards
 - public display eg. exhibits, displays
 - websites

Fees may be waived in some instances, but a permit or licence is generally still required and a bond may still be applied.

NOTE: Public liability insurance is required for medium and large-scale photography but not for small-scale photography.*

Photography Permits are NOT required for:

- Individual amateur photographers taking photographs for personal interest.
 - Photography for news current affairs purposes (however producers should liaise with Parks Victoria staff).
 - Small scale* editorial photography for books, magazines and newspapers.
 - Wedding / portrait photographers where the photography is included in the event permit.
- * Small scale is defined as a maximum of one photographer and one assistant with low level equipment (such as that which fits into a backpack or a single tripod) and uses no props or talent. This category includes the commission of photography with no guarantee of payment or acceptance of the images provided.

All photography in parks or other areas managed by Parks Victoria must comply with Parks Victoria's 'Guidelines for Filming and Photography'. Available from www.parkweb.vic.gov.au or call 13 1963.

Parks Victoria is unlikely to issue a permit or licence if the proposed photography activities:

- Are likely to substantially limit the experiences and enjoyment of park or reserve visitors or tenants, or the rights of the park or reserve neighbours.
- Cause unacceptable impact on cultural, historical or natural environments or assets.
- Coincide with other activities or events already planned or expected to occur at the same time and place, or are incompatible with these activities.
- Involve access to areas normally limited to administrative access or closed for resource protection or safety reasons.
- Portray activities that are not generally permitted or appropriate in the park or reserve in the opinion of Parks Victoria.

PART 2 – APPLICANT DETAILS

1. Photography Permit to be issued to:

Individual – **go to 2a**

Incorporated Company/
Incorporated Association – **go to 2b**

If you are signing as an Agent for the Applicant, please provide contact details for the Agent and the Applicant.

APPLICANTS DETAILS

2a Where permit is to be issued to an INDIVIDUAL

Surname:

Given name:

2b Where permit is to be issued to an INCORPORATED COMPANY / INCORPORATED ASSOCIATION

Company/Association name:

Australian Company Number (ACN):

OR

Incorporated Association Number:

Authorised Officer

Surname:

Given name:

Position title:

AGENTS DETAILS

Name:

Company:

Telephone:

Fax number:

Address:

Email:

To be completed by ALL APPLICANTS

Trading name/s:

Registered for GST: (please tick)

Yes

No

Australian Business Number (ABN) if applicable:

Address for correspondence or registered office address:

Street address:

Telephone (Bus hours):

Telephone (After hours):

Mobile:

Fax number:

Email:

PART 3 – PHOTOGRAPHY DETAILS

3A Photography Permit

Applicants renewing their Annual Landscape Photography Licence (go to 3C).

Please briefly outline details of proposed photography including subject details, number of people, vehicles involved, and identify which facilities you propose to use (eg. carpark, walking tracks, picnic shelters, toilets). (If there is insufficient space, please attach a separate sheet).

| |
|----------|
| Details: |
| |
| |
| |
| |

Proposed Permit Location dates/times (If there is insufficient space, please attach a separate sheet).

| Details: | Date (s) | Time – From | To |
|----------|----------|-------------|----|
| | | | |
| | | | |
| | | | |

Further Details of Proposed Photography

- Will any disturbance to wildlife or their habitats, including breeding sites, be caused? Yes No
- Will there be any earthworks, vegetation clearing or other environmental modification required? Yes No
- Will the proposed photography have any impacts outside the park, eg. Traffic, noise or parking? Yes No
- Will Aboriginal sites or people be photographed? Yes No
- Will any domestic animals be used in the photography? Yes No
- Will any temporary structures be erected on Parks Victoria managed land (Attach plan) Yes No
- Will any pyrotechnics or similar devices be involved with the photography? Yes No
- Will any other special effects be used? Yes No
- Will any weapons, including spearguns, firearms, explosives, be used for photographic purposes? Yes No
- Will any dangerous activities such as abseiling base jumping, bungee jumping, rock climbing, parachuting, white water boating, paragliding or hang gliding be undertaken in the park? Yes No
- Will vessels, aeroplanes, helicopters or oversnow vehicles be used? Yes No
- Will any special parking arrangements be required in the park? Yes No
- Will vehicles be a subject in the photography? Yes No
- Will off-road vehicle access be required? Yes No
- Is any walking off-track, road or car park photography proposed? Yes No
- Does the photographic activity involve any on-site accommodation or camping? Yes No
- Will any site be represented as another actual place or property? Yes No

If you answered yes to any of the previous questions, please provide detailed information in the space provided:
(If there is insufficient space, please attach a separate sheet).

| |
|--|
| |
| |
| |
| |

3B Annual Landscape Photography Licence

An annual licence option is available for small-scale landscape photography only. No props are to be used and applicants must use identified walking tracks and trails only, and take photographs which depict appropriate park access and activities. Information about the Annual Landscape Photography Licence is available on www.parkweb.vic.gov.au.

Public Liability Insurance is not required, but photographers are advised to have personal accident insurance.

Please briefly outline the main purpose of the landscape photography (e.g. calendar, postcards, library)

| |
|--|
| |
| |

Frequently visited parks (please list main parks or other areas visited)

| |
|--|
| |
| |

A list of Annual Landscape Photography Licence Holders will be made available on the Parks Victoria website.

Please tick if you do NOT want your contact details made available on the Parks Victoria website for marketing purposes.

3C Permit Renewal

I wish to renew my Annual Landscape Photography Licence (please tick)

Have your details changed?

No

Yes (Applicant details on page 5 should specify new contact details)

PART 4 – FEE AND PAYMENT DETAILS

4A Fee calculator (to be calculated by Parks Victoria)

| | | | | |
|-------------|------------------------|----|-------------------------|----|
| Project Fee | Location / Site Fee | \$ | | |
| | Supervision Fee | \$ | | |
| | Late Processing Fee | \$ | | |
| | Additional Vehicle Fee | \$ | | |
| | Other Charges | \$ | \$ | |
| | Less Discounts | | \$ | \$ |
| | Bond | | | \$ |
| | | | Total Amount Due | \$ |

4B Payment Details

Payment Options

* Permits are not valid until payment has been received in full.

Annual Landscape Photography Licence (Payment Amount – \$335 or pro-rotated quarterly)

- Parks Victoria to generate invoice for payment by cash or cheque.
- Credit Card (please provide details below)

(Annual Landscape Photography Licence applicants must include two (2) passport sized photographs for the Licence personal identification card. Please attach here) >

OR

Photography Permit

- Cheque, invoice required (please make payable to Parks Victoria)
- Credit Card (Parks Victoria to confirm amount to be charged prior to processing).

Credit card details: Visa Mastercard

Cardholders name:

Card Number:

Card expiry date:

Signature:

Date:

PART 6 – PERMIT CONDITIONS

Permit conditions are imposed to protect the natural and cultural features, the enjoyment and experience of visitors, the utility of tenants and the rights of neighbours.

6A General Conditions

The following conditions apply to photography in parks and other areas managed by Parks Victoria to enable the fulfilment of the organisation management objectives.

DEFINITIONS

In these General Conditions;

“Permit Holder” means the applicant for the permit specified in the Application for the Photography Permit;

“Permit Period” means the period set out in the permit;

“Site” means the site or sites to be used or occupied under the Permit;

“Property” means the topography of the Site and all vegetation, man-made features, improvements, works, buildings, fixtures and other things on or at the Site.

Reference to “Permit” or “Permit Holder” includes “Licence” or “Licence Holder”

1. Victorian Law Applies

- a. The permit is governed by the laws of the State of Victoria
- b. The permit is to be construed having regard to the authorising legislation applicable to the Site, whether it be the *National Parks Act 1975*, the *Crown Land (Reserves) Act 1978*, the *Water Industry Act 1994*, or any other legislation or regulations.

2. Use of Site

- a. The permit does not grant exclusive access to the park or other area managed by Parks Victoria.
- b. The Permit Holder must not bring on to the Site more than the number of persons or vehicles specified in the permit, without the consent of Parks Victoria.
- c. The Permit Holder must not make any structural or other alterations, including earthworks, to the Site or any improvements or fixtures on the Site (“Property”) without the consent in writing of Parks Victoria.
- d. The Permit Holder must not damage the Site or damage or remove any Property from the Site.
- e. The Permit Holder must, when on the Site and using any potential flammable equipment, including lighting, have available at all times appropriate fire extinguishing equipment in serviceable condition. In the event of any fire the Permit Holder must immediately extinguish or attempt to extinguish any such fire and must observe all the fire protection requirements of any relevant authority.

- f. All things brought into, or constructed at the Site by or under direction of the Permit Holder must be removed at the end of the Permit Period.
- g. The Permit Holder must clean up the Site and repair any damage to the Site or to any Property of Parks Victoria on or adjacent to the Site and pay any costs of such clean up or repair.
- h. No signs or advertising material are to be erected on the Site without the consent of Parks Victoria.
- i. Firearms, pyrotechnics, loud sound effects or the use of a sound amplifier system on the Site will not be permitted except on days and times specified by Parks Victoria.
- j. The Permit Holder must not do anything on the Site that is or may be dangerous, annoying or offensive or that may disturb or cause injury to other persons.

3. Natural and Cultural Environment

- a. Except as expressly authorised by this permit, the Permit Holder must not damage, destroy, disrupt or remove any native flora (live or dead) or any native fauna from the Site or the park.
- b. Except as expressly authorised by this permit, the Permit Holder must not damage, deface, remove or otherwise interfere with any rock or natural feature at the Site or the park.
- c. Feeding or handling of wildlife, or taking photographs of wildlife being fed or handled is not permitted without consent of Parks Victoria.
- d. The Permit Holder must not carry out any photography at the Site if it involves matters, areas or sites which may be of a significant nature to local Indigenous people unless the Permit Holder obtains the prior approval from the local Indigenous people to such photography. Images of Indigenous people may only be used with explicit permission.
- e. Where access to restricted or special areas is required (eg. Aboriginal sites, closed water catchments), permission must be obtained from the relevant authority or community group in advance and all necessary fees or access conditions must be met.
- f. The Permit Holder must stay on tracks and comply with minimal impact codes of behaviour.
- g. The Site must be returned to the condition it was in prior to the commencement of the Permit Period to the reasonable satisfaction of Parks Victoria.

4. Additional Responsibilities

- a. Unless authorised by Parks Victoria, no reference to Parks Victoria or the Victorian Government may be included in any photograph produced under this permit.
- b. The Permit Holder must make such acknowledgments or disclaimers as are reasonably required by Parks Victoria in relation to any photograph produced or promoted under this permit.
- c. The Permit Holder must not alter or interfere with, superimpose any artwork or distort any of the natural or actual features of the Site on any picture or image incorporated in any photograph produced under this permit, without the consent of Parks Victoria.
- d. The Permit Holder must ensure that all persons to whom permission to use, reproduce or publish any part of images produced under this permit is granted, abide by the above provision 4a, b and c.

PART 6 – PERMIT CONDITIONS CONT'D.

- e. The Permit Holder must not interfere with any of the services, fixtures, or fittings of Parks Victoria at the Site, except in an emergency.
- f. The Permit Holder must not portray in any photograph produced under this permit, activities that are not permitted in the park or reserve or are not appropriate in the opinion of Parks Victoria.
- g. The Permit Holder must comply with all Location and Special Conditions applied to the permit by Parks Victoria. Location and Special Conditions will be provided in the permit.

5. Fees

- a. The fees are set out in Part 7 – Schedule of Fees in the Application for a Photography Permit or Annual Landscape Photography Licence and are payable prior to the commencement of the permit period (except Annual Landscape Photography Licence fee which must be paid upon submitting the Application).
- b. A bond (where applicable) is payable prior to the commencement of the Permit Period.
- c. No refund will be given in whole or in part for any Fees payable under this permit.
- d. If Parks Victoria is satisfied that all obligations of the Permit Holder under the permit have been complied with, the bond will be refunded to the Permit Holder within 30 days of the end of the Permit Period. If the Permit Holder has not complied with the obligations under the permit, the Permit Holder will forfeit such amount of the bond as is required in the opinion of Parks Victoria to remedy the Permit Holder's breach.
- e. Any additional charges such as additional supervision fees incurred after the permit is granted will be deducted from the bond, or will be invoiced where a bond is not applicable.
- f. Park entry fees are included in the fee structure (except for the Annual Landscape Photography Licence where park entry fees will be additional).
- g. Parks Victoria may request a copy of the photography product produced under this permit for management purposes.

6. GST

All Fees are inclusive of any goods and services tax levied under the *New Tax System (Goods and Services tax) Act 2000*.

7. Use of Aircraft

- a. Except in an emergency, a person must not operate any aircraft in a park unless prior approval from Parks Victoria is obtained.
- b. In this permit, aircraft is defined as any; aeroplane, helicopter, glider, hot air balloon, hang glider, parachute or other aviation craft.

8. Parks Victoria's Rights and Obligations

- a. Parks Victoria may at any time during the Permit Period undertake works or any other activities on any part of the Site, where required. In this event, Parks Victoria will ensure, as far as possible, that no such works or other activities will obstruct the activities authorised by the permit.
- b. The Permit Holder may represent the Site in any photograph produced under this permit under its proper title (if any), or as a fictional place, but must not represent the Site as another actual place or property without the consent of Parks Victoria.
- c. All copyright in any images taken at the Site under this permit are

vested with the Permit Holder. The Permit Holder may use the images in any way the Permit Holder deems fit, but always subject to the requirements of the permit.

- d. By granting this permit Parks Victoria does not endorse or accept responsibility for any photograph produced by the Permit Holder or any representation or any endorsement of any product or person made expressly or implicitly by or in any such photograph.
- e. Parks Victoria warrants that it will not, during the Permit Period, grant any other rights over the Site, which may interfere with the activities to be conducted by the Permit Holder under this permit.
- f. Parks Victoria reserves the right to vary or restrict the permit. Examples may include where fire danger exists, where there are concerns regarding a culturally or environmentally sensitive area, continuous wet weather, or where unforeseen circumstances arise which present immediate threats to habitat, wildlife or public safety.

9. Breach of Permit Holder's Obligations

If the Permit Holder fails to comply with the conditions of the permit, Parks Victoria, except in an emergency, must give the Permit Holder notice requiring the Permit Holder to remedy the breach within a reasonable time as determined by Parks Victoria. If the Permit Holder fails to remedy or rectify the breach, Parks Victoria reserves the right to exclude the Permit Holder from the Site, end the permit, recover from the Permit Holder any loss Parks Victoria suffers due to the breach, and exercise any of Parks Victoria's other legal rights.

10. Termination of the Permit

Parks Victoria or any person authorised by Parks Victoria may terminate this permit without notice if the Permit Holder;

- a. Commits a breach, which is deemed by Parks Victoria or its authorised staff to be deliberate, fraudulent, grossly negligent, or amounts to serious misconduct or may create serious risk to any person or property;
- b. Stops, suspends or threatens to stop or suspend payment of all or a class of its debts;
- c. Is insolvent within the meaning of the Corporations Law;
- d. Has an administrator appointed over any or all of its assets;
- e. Has a controller within the meaning of the Corporations Law or similar officer appointed to all or any of its assets;
- f. Has an order made or resolution passed for its winding up or dissolution or enters into an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them; or
- g. Has any distress, execution or other process of any Court or authority issued against or levied or enforced upon any of the assets or the property of the Permit Holder.

11. Rescheduling by Applicant

If the production company or photographer wishes to re-schedule the Permit Period due to photography requirements, eg. unfavourable weather, Parks must be notified as soon as possible and the proposed re-scheduling date must be agreed upon by both parties. Any reasonable cost incurred by Parks Victoria as a result of re-scheduling may be recovered from the bond or may be charged to the Permit Holder.

PART 6 – LICENCE CONDITIONS CONT'D.

12. Miscellaneous

- a. The permit is personal to the Permit Holder and may not be transferred to any other person. The permit confers no proprietary interest or right to exclusive possession of the Site.
- b. If the Permit Holder includes 2 or more persons, each Permit Holder is liable for the obligations set out in the permit both severally and jointly.
- c. The Permit Holder acknowledges that Parks Victoria may have issued this permit under the delegation from the Secretary or the Minister ("Secretary" and "Minister" means the Secretary and Minister referred to in Part 8 – Insurance and Indemnity of the Application for Filming Permit) and that the Secretary or the Minister may delegate to Parks Victoria any of their rights, powers or discretions. The Permit Holder will abide by the directions or decisions of Parks Victoria as if those directions or decisions were made by the Minister or the Secretary.
- d. The Permit Holder must comply with all laws, regulations and directions given by or on behalf of Parks Victoria in respect to the use of the Site.

13. Notices

Any notice to be served under the permit may be served by giving it to the other party personally and, in the case of Parks Victoria, to Parks Victoria's Contact Officer as notified to the Permit Holder, or by leaving it at or posting it to or faxing it to the other party's address as set out in the Application for Photography Permit or Annual Landscape Photography Licence or any other address that the party may nominate in writing to the other party.

14. Waiver or Variation

A provision of or a right created under this permit may not be waived or varied except in writing signed by the parties.

15. Annual Landscape Photography Licence-Specific Conditions

The requirements of this clause in relation to the Annual Landscape Photography Licence are in addition to the conditions set out in these General Conditions above.

- a. The Annual Landscape Photographers licence is not transferable or refundable.
- b. Licence renewal will be subject to the Licence Holder complying with the photography General Conditions (in photography application) and any additional conditions which may apply. Parks Victoria will only consider an application for renewal of this licence if the Licence Holder has:
 - i. Complied with the requirements of the General Conditions as set out above;
 - ii. Complied with the requirements of any additional conditions set out in the Licence Agreement (if applicable); and
 - iii. Complied with any relevant legislation governing the use of the Site.
- c. The Annual Landscape Photographers Licence is valid for 12 months (from 1st July to 30th June in the relevant year).
- d. The licence allows the Licence Holder the same level of access to the Site as is available to the general public unless special arrangements are specified in the licence.
- e. Park entry fees must be paid where they exist.
- f. The licence is valid for the Licence Holder and one assistant only.
- g. Photographers must make every effort to ensure that any subsequent use of landscape photographs portray access to the park and park activities which is appropriate in the opinion of Parks Victoria, and complies with provisions 4b, c, and d of these General Conditions.
- h. Licence Holders will be issued with a personal photo identification card which should be carried at all times when visiting the Site or park and produced upon request by Parks Victoria staff.
- i. Photography of the feeding or handling of native animals is not permitted without consent of Parks Victoria.
- j. Licence Holders are advised to carry detailed maps, a compass, warm and waterproof clothing and food when visiting remote natural areas.
- k. The Licence Holder must stay on identified tracks and comply with any existing minimal impact codes of behaviour.
- l. This licence is valid for Werribee Park outside the Historic precinct which includes the State Rose Garden and Regional Park. A separate photography permit is required for the Historic Precinct.
- m. This licence is not valid at Point Nepean National Park. A separate permit is required.
- n. Photography is not permitted at William Ricketts Sanctuary.

16. General Conditions

The Permit Holder and Parks Victoria agree that if there is any inconsistency between these General Conditions and the additional location conditions, these General Conditions shall apply.

6B Location and Special Conditions

Park or site specific conditions for photography may apply. The relevant Parks Victoria staff member will discuss any Location or Special Conditions with applicants and note these in the photography permit or licence.

1. The Permit or Licence Holder must comply with any location and specific conditions noted on the photography permit or licence.

PART 7 – SCHEDULE OF FEES

This fee schedule applies to all areas managed by Parks Victoria **except** Werribee Park and Point Nepean National Park (where the filming schedule is applicable to both filming and photography activities).

| DETAILS | SMALL SCALE | MEDIUM SCALE | LARGE SCALE | STUDENTS, EDUCATIONAL (UNIVERSITIES, TAFE) GOVERNMENT AGENCIES, COMMUNITY GROUPS, CHARITIES |
|--|---|---------------|---------------|--|
| | Per Full Day /Half Day (or part thereof) | | | |
| Location / Site Fee Determined by Parks Victoria using the definitions of scale below Applied per day of photography | \$140 / \$90 | \$350 / \$220 | \$520 / \$230 | Location fee (only) applied at the discretion of Parks Victoria; other fees still apply where applicable |
| Supervision Fee Applied as deemed necessary by Parks Victoria for cost recovery, supervision and other purposes | \$72 per hour, per staff member / \$98 per hour outside normal working hours (Note: Min 4 hour call, supervisory staff not available all locations) | | | |
| Late Processing Fee For applications received with less than 7 days notice | \$150 | | | |
| Additional vehicle Fee Applied to additional vehicles when more than 3 vehicles require access to non designated parking areas | \$110 per additional vehicle, per day (Note: Parking and vehicle access is not available at all park locations) | | | |
| Bond | May be applied based on Parks Victoria's assessment of risk to, or adverse impact on, the environment, cultural features or other assets, and to ensure that the permit requirements are as delivered as specified. | | | |
| Annual Landscape Photography Licence Fee | \$335 | | | |

- Full day refers to business hours of 0830 to 1700 (Mon to Fri); half day refers up to 4 continuous hours of photography.
- Park entry fees are included in the fee structure but not the Annual Landscape Photography Licence
- Parking fees for vehicles (where metered parking is enforced) are not included in the fee structure
- The listed fees are GST inclusive

Other charges

- Additional fees or charges may apply where additional costs are incurred by Parks Victoria over and above those set out in the schedule of fees. Eg. Additional ranger supervision incurred after the Permit is signed.
- Accommodation and transport costs incurred as a result of Parks Victoria's staff supervision or management of the activity will be on-charged to the film maker.

Scale

Refers to the size and nature of production, number of people and the level of equipment involved. Use the following guidelines to determine the category of photography project (and therefore the corresponding Location/Site Fee).

- **Small Scale Photography**
Maximum of one photographer plus one assistant with low level equipment (ie fits in a backpack or single tripod) and no props or talent are used. This category includes most speculative and editorial work.
- **Medium Scale Photography**
No more than 5 persons (including photography crew members, model etc); requires only low level equipment and limited, low impact props).
- **Large Scale Photography**
Significant use of equipment, props, talent, people and crew is required. This category includes productions of significant commercial value and /or use of any structure or prop that could be deemed high impact.

PART 8 – INSURANCE AND INDEMNITY

NOTE: Small-scale and annual landscape photographers must sign the release and indemnity, but are not required to take out public liability insurance. It is advised that small-scale and annual landscape photographers hold personal accident insurance.

In this Part:

“Insured” means the Permit Holder, Parks Victoria and Other Relevant Parties including their officers, employees, agents, contractors, subcontractors, invitees and their successors and assigns.

“Other Relevant Party” means the Minister for Environment and Climate Change, the Secretary to the Department of Sustainability and Environment, the Director of National Parks, the Minister of Ports, Minister for Water, Melbourne Water Corporation, The Yarra Bend Trust and any other body delegating its powers to Parks Victoria.

“Permit Holder” means the applicant for the permit specified in the Permit application form.

“Term” means the period of operation of the permit.

“Site/s” means the site or sites to be used or occupied under the permit.

Reference to “Permit Holder” includes reference to “Licence Holder”.

Reference to “Permit” includes reference to “Licence”

1 INSURANCE

- 1.1 The Permit Holder must effect and maintain throughout the Term with an insurer approved by Parks Victoria which approval shall not be unreasonably withheld:
 - (a) a public, and if relevant, products liability insurance policy for not less than \$10 million (or any greater amount required by Parks Victoria) in respect of any single claim arising out of the activities of the Insured, covering all third party claims arising out of:
 - (i) loss, including financial loss, destruction or damage to real or personal property and ensuing loss of use of that property;
 - (ii) death, injury to, or disease of persons; and
 - (b) an employers liability and workers’ compensation policy which covers any damage, loss or liability suffered or incurred by any person engaged by the Permit Holder arising:–
 - (i) by virtue of any statute relating to workers’ or accident compensation or employers’ liability; or
 - (ii) at common law,such policies referred to collectively as “the Policy”.
- 1.2 The Permit Holder must effect and maintain the Policy noting the interests of the Insured.
- 1.3 The Permit Holder must ensure that the Policy contains provisions under which Parks Victoria is to be notified of any changes to the Policy.
- 1.4 The Permit Holder must provide Parks Victoria with:
 - (a) a certificate of currency for the Policy which clearly confirms the requirements of the preceding clause 1.2–
 - (i) prior to the Permit commencement date; and
 - (ii) at any other time upon request by Parks Victoria
 - (b) a copy of the Policy upon request by Parks Victoria. Parks Victoria shall have the right to insist on any amendments to the policy wording or limits as it reasonably requires.
- 1.5 The Permit Holder must promptly notify Parks Victoria if:
 - (a) an event occurs which may give rise to a claim under or prejudice the policy; or
 - (b) the Policy is cancelled.
- 1.6 The Permit Holder must not do anything or allow anything to be done which may:
 - (a) prejudice any insurance held in connection with the Site/s; or
 - (b) increase the premium payable for any insurance held in connection with the Site/s.
- 1.7 The Permit Holder must effect and maintain all other insurances in a manner and to such extent which is reasonable and customary for an organisation engaging in activities of the kind referred to and permitted by the Permit.
- 1.8 The Permit Holder shall deliver upon request to Parks Victoria copies of any policies required to be entered into by it pursuant to clause 1.7 and Parks Victoria shall have the right to insist on any amendments to the policy wording or limits as it reasonably requires.

2 RELEASE

- 2.1 The Permit Holder agrees that it:
- (a) occupies and uses the Site/s at its own risk;
 - (b) has inspected the Site/s and is of the opinion that the Site/s is safe and suitable for the activities of the Permit Holder.
- 2.2 The Permit Holder releases Parks Victoria and other Relevant Parties from:
- (a) all claims and demands resulting from any accident, damage, death or injury occurring at the Site/s or any other area used by the Permit Holder in connection with this Permit; and
 - (b) all loss, cost, damage, liability or other detriment (whether direct or consequential) suffered or incurred by the Permit Holder,
- as a direct or indirect result of the Permit Holder's occupation and use of the Site/s or other areas used in connection with this permit, except to the extent caused or contributed to by the negligence of Parks Victoria.
- 2.3 References in this clause to the Permit Holder, Parks Victoria and the Other Relevant Parties include their respective officers, employees, agents, contractors, subcontractors, invitees and their successors and assigns.

3 INDEMNITY

- 3.1 The Permit Holder indemnifies and agrees to keep indemnified Parks Victoria and Other Relevant Parties against all actions, claims, demands, losses, damages, costs and expenses (whether direct or consequential) for which any of Parks Victoria or Other Relevant Parties is or may be or become liable concerning:
- (a) the default of the Permit Holder under this Permit;
 - (b) the Permit Holder's use of the Site/s or any other area used by the Permit Holder in connection with this Permit;
 - (c) loss, damage, or injury to property or persons caused or contributed by the Permit Holder's act, omission, default or negligence, except to the extent caused or contributed to by the negligence of Parks Victoria.
- 3.2 References in this clause to the Permit Holder, Parks Victoria and the Other Relevant Party include their respective officers, employees, agents, contractors, subcontractors and invitees.
- 3.3 This clause is intended to operate for the benefit of Parks Victoria and the Other Relevant Party. However, if required by Parks Victoria or the Other Relevant Party at any time after the execution of this Permit, the Permit Holder will enter into a separate deed of indemnity or release – which is applicable with the Other Relevant Party in substantially the same terms as this clause.

The Permit Holder must ensure that Parks Victoria and the names of the 'Other Relevant Parties' are included in their insurance policies in accordance with clause 1.2 and also documented in any certificate of currency for such insurance.

PART 9 – ATTACHMENTS

Where required, please attach;

1. CERTIFICATE OF CURRENCY FOR PUBLIC LIABILITY INSURANCE AND IF APPLICABLE, PRODUCT LIABILITY INSURANCE
2. SITE PLANS, SAFETY REPORTS OR OTHER DOCUMENTS

*Healthy Parks
Healthy People*

