

Terms and Conditions of Commercial Photography and/or Filming at Roma Street Parkland

General

1. Before conducting any Commercial Photography or Filming (the **activity**) within Roma Street Parkland (the **Parklands**), all individuals/organisations (the **Applicant**) must submit an application and receive approval from Brisbane Marketing.
2. The Applicant must comply with these Terms and Conditions to ensure the safety and security of the Parklands and its patrons.

Application

3. The Applicant must lodge a fully completed Application Form online at least five (5) business days before the proposed date of the activity. The Application Form can be found at www.romastreetparklands.com.au.
4. Brisbane Marketing will consider all applications on a case by case basis and contact the Applicant by way of phone or email within five (5) business days of receiving the application.
5. If the Applicant wishes to make any changes to the location, dates or time mentioned in the original application, they must inform Brisbane Marketing in writing at least one (1) business day before the originally proposed activity date. Any proposed changes will be at the discretion of Brisbane Marketing.
6. Brisbane Marketing may request the Applicant to attend the Parklands prior to the proposed time and date of the activity to discuss and document any specific requirements of the activity before an approval is granted.
7. If the Applicant wishes to use a drone(s) for aerial footage, they are required to obtain explicit permission from the Operations Manager, City Parkland Services Pty Ltd (**City Parklands**), by completing the application form and supplying any further documentation requested. For approval to operate a drone at the Parklands, the drone operator must hold a remote pilot license issued by the Civil Aviation Safety Authority

Fees

8. A fee will be charged according to whether the Applicant has requested a full or half day to conduct the activity, as nominated on the Application Form. The applicable fees change from time to time, to enquire about the fees for your application, please contact Brisbane Marketing's Communications Team on 0417 048 493.
9. The Fee payable by the Applicant will include access to the Parklands, vehicle access (if approved as part of the application), and access to power as part of the activity.
10. Together with City Parklands, Brisbane Marketing reserves the right to waive a fee at their sole discretion for any activity associated with editorials or promotional activity specifically relating to the Parklands. Should this discretion be exercised, the Applicant remains responsible to comply with these Terms and Conditions.
11. The fee is required to be paid to Brisbane Marketing prior to the proposed date of the activity. If the Applicant fails to pay the required fee before the activity, the Parklands staff may remove the Applicant from the Parklands.
12. Should any damage to the Parklands' property, structures, gardens and landscaping occur as part of the activity, Brisbane Marketing reserve the right to provide the Applicant with an invoice to cover the costs of repair for the damage caused by the Applicant.

Cancellations

13. In the event the Applicant cancels the activity more than 48 hours before the proposed activity date for reasons other than extreme weather, Brisbane Marketing may refund up to 80% of the fee paid, determined on a case by case basis at the sole discretion of Brisbane Marketing.
14. The Applicant will not be entitled to any refund of the fee paid if the activity is cancelled less than 48 hours before the proposed activity date for reasons other than extreme weather.
15. If the Applicant cancels the activity less than 48 hours before the proposed activity date as a result of extreme weather as determined by the Bureau of Meteorology, they will be given the opportunity to reschedule the proposed activity date. If no suitable reschedule date is available, Brisbane Marketing will refund 50% of the fee paid.

Insurance Requirements

16. When submitting an Application Form, the Applicant is required to provide evidence of Public Liability Insurance (in the form of a Certificate of Currency) for a minimum of \$20 million noting City Parklands as an interested party for all claims for personal injury and damage to property arising out of the activity.
17. If the Applicant is a secondary or tertiary student carrying out the activity as part of a course assessment, they must obtain a Certificate of Currency for Public Liability Insurance from their study institution. Public Liability Insurance must be for a minimum of \$20 million noting City Parklands as an interested party for all claims for personal injury and damage to property arising out of the activity.
18. The dates of the Certificate of Currency must cover the proposed activity date. Should the activity date be rescheduled under clause 15, the dates of the Certificate of Currency must cover any rescheduled dates.

Intellectual Property Rights

19. By approving the application, Brisbane Marketing grants the Applicant the right to take photographs or film audio and video footage (**Recording**) of the Parkland, including all of Brisbane Marketing, Roma Street Parklands and City Parklands trademarks, trade names or logos.
20. Brisbane Marketing, Roma Street Parklands and City Parklands acknowledge and agree that the Applicant will own all right, title and interest in the Recording immediately upon its creation.

Conduct at the Parkland

21. When carrying out the activity the Applicant must:
 - (a) report to and sign in at Parkland Security on arrival and prior to departing the Parklands;
 - (b) not unduly disrupt the normal operations (cleaning, maintenance, landscaping) and public access of the Parklands;
 - (c) not block any public pathways without Brisbane Marketing's express approval;
 - (d) not approach any of Roma Street Parkland staff and volunteers, or visitors of the Parklands for inclusion in the activity;
 - (e) not damage any Parklands horticulture or enter any garden bed areas;
 - (f) ensure all electrical equipment used complies with the requirements of the *Electrical Safety Act 2002* (Qld) and the *Electrical Safety Regulation 2013* (Qld);

- (g) not plug any electrical equipment into the Parkland power supply without approval from Brisbane Marketing;
- (h) not take any Recording of adults without their express permission;
- (i) not take any Recording of children without the express permission of the both the child and their parent or guardian;
- (j) ensure all electrical cables, should they be used as part of the activity, that cross pathways or lawn areas are covered by cable covers or flown from a minimum of 2.4m above the ground;
- (k) not fix any cables or other items to any trees or plants within the Parklands;
- (l) not peg or stake anything into the ground within the Parklands;
- (m) not move, alter, attach or remove fixtures, fittings or furnishings within the Parklands;
- (n) comply with all requirements of the *Work Health and Safety Act 2011* (Qld) and associated regulations;
- (o) not dispose of any hot water and/or ice on any garden beds or lawn areas as it may cause damage. It must be disposed in a drain, or removed from the Parkland;
- (p) not use any generator without prior approval, if Brisbane Marketing consent to the use of a generator, the Applicant must only use low noise generators and ensure that plywood or another approved product is placed under the generator at all times to prevent damage to the lawns and hard surface areas of the Parklands;
- (q) adhere to local laws in relation to noise;
- (r) not affix or display any signage or advertising to any Parkland property without prior written consent from Brisbane Marketing; and
- (s) comply with all directions from Roma Street Parkland and Brisbane Marketing staff or security.

22. The Applicant acknowledges and agrees that the ambient noise and programmed music and announcements within the Parklands will only be disrupted in specific safety circumstances, they will not be lowered or switched off for filming purposes.

Structures

23. Brisbane Marketing may, in their sole and absolute discretion, grant permission to erect structures on the Parklands.
24. Any structures must be:-
- (a) erected to a standard of safety and appearance acceptable to Brisbane Marketing;
 - (b) free standing and weighted; and
 - (c) erected by a licensed contractor should the structure include scaffolding.
25. Depending on the size and nature of the construction and de-construction of fixtures, before and after the activity, the Applicant may be required to provide physical barriers and signs to ensure the safety of members of the public.

Vehicles

26. If vehicle access to the Parklands internal pathways is required, the Applicant must obtain approval from Brisbane Marketing prior to the date of the activity.
27. Any vehicle entering the Parklands internal pathways must:
- (a) not travel at more than five (5) km per hour (walking speed);

- (b) give way to all pedestrians; and
- (c) operate the hazard warning lights at all times when the vehicle is in motion.

28.

Brisbane Marketing's Rights and Obligations

- 29. If Brisbane Marketing approves the activity, they will ensure all its employees take reasonable care to allow the conduct of the activity within the Parklands without interruption.
- 30. If the Applicant receives approval to conduct filming for editorial/promotional purposes, Brisbane Marketing may request a copy of the film footage for its own records and may request permission to promote the proposed activity.