

brisbane
australia's new world city

**NON-COMMERCIAL PHOTO
AND FILM SHOOT
TERMS AND CONDITIONS**



South Bank
Parklands

BRISBANE MARKETING
ECONOMIC DEVELOPMENT BOARD



TERMS AND CONDITIONS OF NON COMMERCIAL PHOTOGRAPHY AND/OR FILMING

General

1. Before conducting any Photography or Filming (the **activity**) within South Bank Parklands (the **Parklands**), all individuals/organisations (the **Applicant**) must submit an application and receive approval from Brisbane Marketing.
2. The Applicant must comply with the following Terms and Conditions during the course of the activity to ensure the safety and security of the Parklands and its patrons.
3. Where the term **Intellectual Property Rights** is used in this document it means: All intellectual property rights including all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property 1967 both in Australia and throughout the world and for the duration of such rights.

Application

4. 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.visitbrisbane.com.au
5. Brisbane Marketing will consider all applications on an individual basis, subject to the nature of the activity requested, and contact the Applicant by way of phone or email within five (5) business days of receiving the application.
6. If the Applicant wishes to make any changes to the location, date or time noted in the original application, they must inform Brisbane Marketing in writing at least two (2) business days before the original proposed activity date.
7. 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.
8. If the Applicant wishes to use drones for aerial footage, they are required to obtain explicit permission from the Manager, City Parklands 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

9. Should the Applicant require vehicle access, Brisbane Marketing or South Bank Parklands staff assistance, or access to power and water, a fee may be charged at the discretion of Brisbane Marketing.
10. Should any cleaning be required over and above standard operational cleaning, the Applicant will incur a further minimum charge of \$260.00 at the discretion of Brisbane Marketing and City Parklands, determined on a case by case basis.
11. The Applicant will be charged a further fee should any alterations or changes to

the Parklands fixtures, structures, gardens, fittings or furnishings be approved as part of the activity.

12. If any damage occurs to the Parklands' property, structures, gardens and landscaping, Brisbane Marketing reserves the right to issue an invoice to the Applicant for the costs required to rectify the damage caused.
13. 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 Brisbane Marketing exercise this right, the Applicant remains responsible to follow the Conduct Requirements in clause 21.

Cancellations

14. 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 will refund up to 80% of the fee paid.
15. 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.
16. If the Applicant cancels the activity less than 48 hours before the proposed activity date as a result of extreme weather, 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

17. During the application approval process, Brisbane Marketing may request 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.
18. The dates of the Certificate of Currency must cover the proposed activity date and any rescheduled dates, should the activity date be rescheduled under clause 16.

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, South Bank Parklands and City Parklands trademarks, trade names or logos.
20. Brisbane Marketing, South Bank 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

21. The Applicant acknowledges and agrees:
 - a. to only use vehicle access and parking available to the public at their own expense, unless otherwise approved by Brisbane Marketing;
 - b. to not film or photograph any retailers or their branding without receiving prior written approval from the retailer;

- c. to not film or photograph members of the public without prior approval from the subject of the film or photograph;
- d. to not film or photograph children without prior written approval from both the child and their parent or guardian;
- e. to not anchor anything to plants or trees, or peg anything into the ground of the Parklands;
- f. disruptions to the ambient noise and programmed music and announcements within the Parklands will only occur in specific safety circumstances, they will not be lowered or switched off for filming purposes;
- g. to not disrupt the normal operations (cleaning, maintenance, landscaping) and public access of the Parklands;
- h. that all electrical equipment used complies with the requirements of the *Electrical Safety Act 2002* (Qld) and the *Electrical Safety Regulation 2013* (Qld);
- i. to not damage any of the Parklands' property, structures, gardens and landscaping;
- j. fixtures, fittings or furnishings are not to be moved, altered, attached to or removed without prior approval from Brisbane Marketing;
- k. to not cover or remove any of South Bank Parklands, City Parklands or Brisbane Marketing trademarks, symbols, logos or brand names;
- l. not to use multiple locations or roam through the Parklands unless approved as part of the application;
- m. comply with all requirements of the *Work Health and Safety Act 2011* (Qld) and associated regulations;
- n. not dispose of any hot water and/or ice on any garden beds or lawn areas. All hot water and/or ice must be disposed in a drain, or removed from the Parklands;
- o. not use any generator without prior approval, if Brisbane Marketing consents 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; and
- p. all access ways and thoroughfares are to be kept clear at all times.

Structures

- 22. Brisbane Marketing may, in their sole and absolute discretion, grant permission to erect structures or install significant equipment (e.g. dolly tracks or major cabling for external lighting) on the Parklands as part of the activity.
- 23. Any structure 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.
- 24. 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

25. 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.
26. Any vehicle entering the Parklands must:
 - a. not travel at a speed 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 vehicle is in motion.
27. All vehicles must be removed from the Parklands during the conduct of the activity unless otherwise approved by Brisbane Marketing.

Brisbane Marketing's Rights and Obligations

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