



Commercial Photography and Filming at South Bank

Terms and Conditions



south bank
corporation

Terms and Conditions of Commercial Photography and/or filming at South Bank

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 South Bank Corporation.
- 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 ten (10) business days before the proposed date of the activity. The application form can be found at www.southbankcorporation.com.au/resources-links/permits-applications/filming-and-photography
- 5) South Bank Corporation 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 ten (10) business days of receiving the application.
- 6) If the Applicant wishes to make any changes to the location, date or time mentioned in the original application, they must inform South Bank Corporation in writing at least two (2) business days before the original proposed activity date.
- 7) South Bank Corporation 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 a drone(s) for aerial footage, they are required to obtain explicit permission from the Planning and Projects Manager or Events Manager at South Bank Corporation 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) A fee will be charged to conduct commercial activity. Applicable fees change from time to time, to enquire about the fees for your application, please contact South Bank Corporation Events Team on events@south-bank.net.au
- 10) Should the Applicant require vehicle access, South Bank Parklands staff assistance, or access to power and water, a further fee may be charged at the discretion of South Bank Corporation.
- 11) South Bank Corporation 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 follow these Terms and Conditions.
- 12) 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 South Bank Corporation, determined on a case by case basis.

- 13) The Applicant will be charged a further fee should any alterations or changes to the Parklands fixtures, structures, gardens, fittings or furnishings be approved by South Bank Corporation as part of the activity.
- 14) Should any damage to the Parklands' property, structures, gardens and landscaping occur as part of the activity, South Bank Corporation reserves the right to issue an invoice to the Applicant for the costs required to repair the damage caused.

Cancellations

- 15) In the event the Applicant cancels the activity more than 48 hours before the proposed activity date for reasons other than extreme weather, South Bank Corporation will refund up to 80% of the fee paid.
- 16) 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.
- 17) 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, South Bank Corporation will refund 50% of the fee paid.

Insurance Requirements

- 18) 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 South Bank Corporation as an interested party for all claims for personal injury and damage to property arising out of the activity.
- 19) 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. The Public Liability Insurance must be for a minimum of \$10 million noting South Bank Corporation as an interested party for all claims for personal injury and damage to property arising out of the activity.
- 20) 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 17.

Intellectual Property Rights

- 21) By approving the application, South Bank Corporation grants the Applicant the right to take photographs or film audio and video footage (Recording) of the Parklands, including all South Bank Corporation trademarks, trade names or logos.
- 22) South Bank Corporation acknowledge and agree that the Applicant will own all right, title and interest in the Recording immediately upon its creation.

Conduct

- 23) 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 South Bank Corporation;
 - 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 within 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 South Bank Corporation;
- k) not to cover or remove any of South Bank Corporation 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. It must be disposed in a drain, or removed from the Parklands;
- o) not use any generator without prior approval. If South Bank Corporation 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

- 24) South Bank Corporation may, in its sole and absolute discretion, grant permission to erect structures or install significant equipment (e.g. dolly tracks or major cabling for external lighting) within the Parklands as part of the activity.
- 25) Any structure must be:
 - a) erected to a standard of safety and appearance acceptable to South Bank Corporation;
 - b) free standing and weighted; and
 - c) erected by a licensed contractor should the structure include scaffolding.
- 26) 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

- 27) If vehicle access to the Parklands internal pathways is required, the Applicant must obtain approval from South Bank Corporation prior to the date of the activity.
- 28) 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.
- 29) All vehicles must be removed from the Parklands during the conduct of the activity unless otherwise approved by South Bank Corporation.

South Bank Corporation's Rights and Obligations

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