

# FILMING PERMIT APPLICATION

June 2011 V.1

## Application to conduct filming in parks, reserves and other areas managed by Phillip Island Nature Park

Please complete the steps below and forward your application to Phillip Island Nature Park for assessment.

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

<input type="checkbox"/> Filming at Penguin Parade during evening (must complete Part 8)	<input type="checkbox"/> Filming during daylight hours
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By signing this Application for a Filming Permit the applicant acknowledges and that they must comply with all the conditions set out in this application and additional location or special conditions may apply. The applicant acknowledges the Phillip Island Nature Park is under no obligation to accept the application.

Production Name:			
Date/s of Filming:			
Company:			
Name:		Position:	
Signed:		Date:	

### CHECKLIST

*(please initial)*

1. You have discussed your Permit Application with the relevant Phillip Island Nature Park staff member <i>(call 03 595 12800 for details).</i>	
2. You have completed the Applicant details (Part 1 of this application) and proposed filming details (Part 2 of this application)	
3. You have read and understood all Phillip Island Nature Park Permit Terms and Conditions	
4. You have read and understood the Information Page	
5. You have attached to this application all relevant Permit fees (Note that if paying by cheque, all cheques must be made payable to "Phillip Island Nature Park")	
6. You have attached evidence of Public Liability Insurance.	
7. You have read, understood and signed the insurance, release and indemnity provisions (Part 6 of this application)	
8. You have signed the Permit application/renewal authorisation below	

Applications should be forwarded to – Phillip Island Nature Park, Environment Department, PO Box 97, Cowes VIC 3922

## Phillip Island Nature Park Approval

Permit -

Authorised

Not Authorised

Date Permit Issued:

Permit Period: From  am/pm on:  /20  
To  am/pm on:  /20

Name:  Position:

Signed:  Date:

**Note:** This permit is not valid until signed by the Phillip Island Nature Park authorising officer AND payment has been received in full by Phillip Island Nature Park.

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

### Filming Permits

- ◆ Are not transferable\*;
- ◆ Are for the use of the applicant specified in this form only;
- ◆ Are issued on the basis that the Permit Holder accepts the all permit conditions;
- ◆ Are only valid with Public Liability Insurance;
- ◆ Do not grant exclusive access to the Park or other area managed by Phillip Island Nature Park

\* '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.

## WHO REQUIRES A PERMIT?

The filming permit system enables Phillip Island Nature Park staff to better manage activities occurring on Crown Land on Phillip Island, to protect environmental, cultural and social values, while ensuring film makers are directed to the most suitable places.

### Filming permits are required for:

- A company, institution, group or individual conducting professional filming in parks, reserves and other areas managed by Phillip Island Nature Park. This includes:
  - ≡ Feature or short films
  - ≡ Television drama or infotainment
  - ≡ Advertisements
  - ≡ Music videos and corporate videos
  - ≡ Documentaries
  - ≡ Some educational and student films
  - ≡ Other types of filming

Fees may be waived in some instances but permits are generally required and a bond may still be applied.

### Filming permits are NOT required for:

- Filming for personal interest of an amateur nature (however filming at the Penguin Parade is prohibited).
- Film making for news and current affairs purposes (however producers must liaise with PINP staff)
- Wedding film makers, where an Event Permit has been issued for the Wedding to take place within a park, reserve or other area managed by Phillip Island Nature Park.

**All filming in parks, reserves and other areas managed by Phillip Island Nature Park must comply with the 'Guidelines for Filming and Photography within Phillip Island Nature Park'.**

**Available from [www.penguins.org.au](http://www.penguins.org.au) or call 03 595 12800.**

### Phillip Island Nature Park is unlikely to issue a permit if the proposed filming activities:

- Are likely to substantially limit the experiences and enjoyment of park or reserve visitors, or the rights of the park or reserve neighbours.
- Cause unacceptable impact on cultural or natural environment 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 Phillip Island Nature Park.

# INFORMATION FOR PERMIT HOLDERS

## Filming Permits may be varied:

- To change the areas which Permit Holders may use, for reasons including visitor safety and environmental reasons or any other reasons that PINP deems appropriate from time to time;
- At the request of a Permit Holder on payment of the specified fee to PINP;
- By mutual agreement in writing.

## Filming Permit renewals are:

- Issued at the discretion of PINP; and PINP is under no obligation to renew a Permit. A Permit Holder may make application for a renewal by completing this application form.

## PINP Filming Permits are:

- Issued (where applicable) pursuant to the provisions of one or more of the following Acts:
  - *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (C'wealth)
  - *Aboriginal Heritage Act 2006* (Vic)
  - *Catchment and Land Protection Act 1994* (Vic)
  - *Coastal Management Act 1995* (Vic)
  - *Conservation, Forest & Land Act 1987* (Vic)
  - *Country Fire Authority Act 1958* (Vic)
  - *Crown Land (Reserves) Act 1978* (Vic)
  - *Crown Land Reserves (Phillip Island Nature Park) Regulations 2010* (Vic)
  - *Disability Act 2006* (Vic)
  - *Emergency Management Act 1986* (Vic)
  - *Environment Protection Act 1970* (Vic)
  - *Fisheries Act 1995* (Vic)
  - *Flora & Fauna Guarantee Act 1988*
  - *Forests Act 1958* (Vic)
  - *Heritage Act 1995* (Vic)
  - *Land Act 1958* (Vic)
  - *Land Conservation (Vehicle Control) Act 1972* (Vic)
  - *Local Government Act 1989* (Vic)
  - *Marine Act 1988*
  - *National Parks Act 1975* (Vic)
  - *Native Title Act 1993* (C'wealth)
  - *Occupational Health & Safety Act 2004* (Vic)
  - *Planning and Environment Act 1987* (Vic)
  - *Wildlife Act 1975* (Vic)

Filming Permits do not grant exclusive access to the park, reserve or other areas managed by Phillip Island Nature Park.

# PART 1 – APPLICANT DETAILS

Filming Permit to be issued to: (please ✓ tick)

- Individual - go to 1A
- Company or Incorporated Association - go to 1B

*PINP is collecting the information on this form so that your application for an Event Permit or renewal can be considered. PINP will also use this information to assess your compliance with Permit conditions. This information will be stored on a database held by PINP and may be disclosed to other government bodies such as the Department of Sustainability and Environment (DSE)*

## 1A Where Permit is to be issued to an INDIVIDUAL

Surname: \_\_\_\_\_

Given Name: \_\_\_\_\_

## 1B Where Permit is to be issued to an COMPANY OR INCORPORATED ASSOCIATION

Company or Association Name:

\_\_\_\_\_

Australian Company Number (ACN) or Incorporated Association Number:

\_\_\_\_\_

### Signature of Director(s) or Authorised Officer(s) of the Incorporated Association

Signature: \_\_\_\_\_

Surname: \_\_\_\_\_

Given Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Surname: \_\_\_\_\_

Given Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Surname: \_\_\_\_\_

Given Name: \_\_\_\_\_

## 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone (Business hours):

\_\_\_\_\_

Telephone (After hours):

\_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Please note: The Director(s) or Authorised Officer(s) by their execution of this document each agree to act as a guarantor in respect of the applicant's obligations under this Permit in the event that such Permit is granted.

## PART 2 – FILMING DETAILS

### Filming Type

- |   |  |
|---|--|
| <input type="checkbox"/> Feature Film / Short Film    | <input type="checkbox"/> Music Video                 |
| <input type="checkbox"/> TV Drama / Infotainment      | <input type="checkbox"/> Documentary                 |
| <input type="checkbox"/> Advertisement                | <input type="checkbox"/> Educational or Student Film |
| <input type="checkbox"/> Other (please specify) ..... |  |

Please briefly outline details of proposed filming including subject details, number of people, vehicles involved, and identify which facilities you propose to use (eg: car park, walking tracks, shelters, toilets, etc).

(If there is insufficient space, please include a separate sheet).

### Proposed Permit Location, Dates and Times

Details	Date(s)	Time – From	To

## PART 2 – FILMING DETAILS (cont'd)

### Further details of proposed filming

- |   |     |                          |    |                          |
|---|-----|--------------------------|----|--------------------------|
| ▪ Will the site be represented as another actual place or property?   | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| ▪ Will vessels be used?   | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| ▪ Will any special parking arrangements be required in the Park?  | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| ▪ Will vehicles be a subject in the filming?  | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| ▪ Will off-road vehicle access be required?   | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| ▪ Is any walking off-track, road or car park filming proposed?  | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| ▪ Will any disturbance to wildlife or their habitats, including breeding sites, be caused?  | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| ▪ Will there be any earthworks, vegetation clearing or other environmental modification required?   | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| ▪ Will the proposed filming have any impacts outside the park, eg: traffic, noise or parking?   | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| ▪ Will aboriginal sites or people be filmed?  | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| ▪ Will any domestic animals be used in the production?  | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| ▪ Will any temporary structures be erected on Phillip Island Nature Park land?  | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| ▪ Will computer generated information or visual effects be used in the production which relate to park activities, cultural or natural assets? (Details required) | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |

If you answered YES to any of the questions above, please provide information in the space provided (if there is insufficient space, please attach a separate sheet).

# APPENDIX 1 - FEE & PAYMENT DETAILS

## TAX INVOICE

Phillip Island Nature Parks  
 ABN 88 940 950 118  
 PO Box 97, COWES VIC 3922

Location / Site Fee:	<input type="text" value="\$"/>	
Ranger Supervision Fee:	<input type="text" value="\$"/>	<i>(if applicable)</i>
Late Processing Fee:	<input type="text" value="\$"/>	<i>(if applicable)</i>
Additional Vehicle Fee:	<input type="text" value="\$"/>	<i>(if applicable)</i>
<b>Total Filming Fee:</b>	<input type="text" value="\$"/>	
Security Bond:	<input type="text" value="\$"/>	<i>(if applicable)</i>

  

<input type="text" value="\$"/>	<input type="text" value="/ /"/>	<input type="text"/>
Bond Refund	Date Refunded	Signature of Permit Holder confirming Bond Refunded

## Payment Amount:

Filming Fee:	<input type="text" value="\$"/>
Bond:	<input type="text" value="\$"/>
<b>Total:</b>	<input type="text" value="\$"/>

### Please note that:

- The permit application fee contributes to the cost of processing your application & is not refundable.
- Permit fees are for a financial year and expire on 30 June. No pro rata rates apply.
- The listed fees are inclusive of the Goods & Services Tax (GST)

## Payment Method: *(please ✓ tick)*

Credit Card	<input type="checkbox"/>	Cheque (made payable to Phillip Island Nature Park)	<input type="checkbox"/>
Visa	<input type="checkbox"/>	Mastercard	<input type="checkbox"/>
Card Number:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Name on Card:	<input type="text"/>	Expiry:	<input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/>
Signature:	<input type="text"/>		



## APPENDIX 1 – FEE & PAYMENT DETAILS (cont'd)

SCHEDULE OF FEES			
	General Filming Fees	Major Filming Project Fees	Students, Educational, Government Agencies, Community Groups, & Charities
<b>Location / Site Fee</b>			
Determined by Phillip Island Nature Park			
<ul style="list-style-type: none"> <li>Applied per day of filming</li> </ul>	Per Full Day / Half Day	Per Full Day or part thereof for filming	Location Fee applied at the discretion on Phillip Island Nature Park, other fees still apply
Level 1	\$1650/\$875	\$2700 for 1 <sup>st</sup> day	
Level 2	\$1150/\$625	\$2300 for each additional day	
Level 3	\$600/\$350		
<b>Supervision Fee</b>			
Applied as deemed necessary by Phillip Island Nature Park for cost recovery, supervision and other purposes.	\$72 per hour, per staff member / \$98 per hour outside normal working hours (Note: Minimum 4 hour call, supervisory staff not available at all locations)		
<b>Late Processing Fee</b>			
Applied to applications received with less than 7 days notice.			
<b>Additional Vehicle Fee</b>			
Applied to additional vehicles when more than 3 vehicles require access to non-designated parking areas.	\$ 110 per vehicle per day (Note: Parking & vehicle access is not available at all park locations)		
<b>Security Bond</b>			
	May be applied based on Phillip Island Nature Park's assessment of risk to, or adverse impact on environmental, cultural, historical or other assets, and to ensure that permit requirements are as delivered as specified.		

NB These prices relate only to the Filming Permit

- Full day refers to business hours, and may vary seasonally due to daylight hours and conditions. Please consult with Environment Manager or representative prior to completing Fee & Payment details.
- Half day refers to up to 4 continuous hours of filming
- Park entry fees are included in the fee structure
- The listed fees are GST inclusive
- Additional fees or charges may apply where additional costs are incurred by Phillip Island Nature Park over and above those set out in the schedule of fees.

# PART 4 – FILMING PERMIT CONDITIONS

Permit conditions are imposed to protect the natural and cultural features and the enjoyment and experience of visitors.

## 4A General Conditions

The following conditions apply to filming in parks, reserves and other areas managed by Phillip Island Nature Park to enable the fulfilment of the organisation management objectives.

### DEFINITIONS & INTERPRETATION

“PINP” means Phillip Island Nature Parks

“Permit Holder” means the applicant for the permit specified in the application for this permit. It also includes employees, agents, sub/contractors and invitees.

“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.

A reference to PINP Land includes all lands and authorisations and regulations listed under the *Crown Land (Reserves) Act 1978*.

The Permit Holder acknowledges and agrees to comply with the following conditions:

#### 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 *Crown Land Reserves Act 1978* or the *Crown Land Reserves (Phillip Island Nature Park) Regulations 2010*, or any other legislation (refer page 4).

#### 2. Use of Site

- a. The Permit does not grant exclusive access to the park, reserve or other area managed by Phillip Island Nature Parks.
- b. The Permit Holder must not bring on to the Site more than the number of persons or vehicles specified in the Permit without consent of Phillip Island Nature Park.
- 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 or Property without consent in writing from Phillip Island Nature Park.
- 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

- f. 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, 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 Phillip Island Nature Park 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 written consent from Phillip Island Nature Park.
- i. Loud sound effects or the use of a sound amplifier system on the Site will not be permitted, except on days and at times specified by Phillip Island Nature Park.
- 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 (alive or dead) 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 built, natural or cultural features at the Site or within the Park.
- c. Feeding or handling of wildlife, or filming of wildlife being fed or handled is not permitted within any park, reserve or other area managed by Phillip Island Nature Park.
- d. The Permit Holder must not carry out any filming 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 filming. Images of Indigenous people may only be used with explicit permission.
- e. Where access to restricted or special areas is required (eg: Aboriginal sites, protected wildlife habitat, conservation sites, etc), 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.

## PART 4– FILMING PERMIT CONDITIONS (cont'd)

- 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 Phillip Island Nature Park.
- 4. Additional Responsibilities**
- a. Unless authorised by Phillip Island Nature Park, no reference to Phillip Island Nature Park or the Victorian Government may be included in the film made or produced under this Permit.
- b. The Permit Holder must make such acknowledgments or disclaimers as are reasonable required by Phillip Island Nature Park in relation to any film 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 which is directly representative of Phillip Island Nature Park's values or activities. The use of computer generated information or visual effect with identifiable park landscapes, structures, facilities, or activities should be outlined in the Filming Permit Application.
- d. The Permit Holder must not interfere with any of the services, fixtures, or fittings of Phillip Island Nature Park, unless in an emergency.
- e. The Permit Holder must not portray in any film produced under this Permit, activities or the use of natural, cultural or built assets that are deemed inappropriate in the opinion of Phillip Island Nature Park.
- f. The Permit Holder must comply with all Location and Special Conditions applied to the Permit by Phillip Island Nature Park. Location and Special Conditions will be provided in the Permit.
- g. The Permit Holder must provide a safety report when requested by Phillip Island Nature Park, according to the relevant industry Safety Code.
- 5. Fees**
- a. The fees are set out in Part 3 – Schedule of Fees in the Application for a Filming Permit and are payable prior to commencement of Permit Period.
- 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 Phillip Island Nature Park is satisfied that all obligations of the Permit Holder 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 Phillip Island Nature Park 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. Part entry fees are included in the fee structure.
- 6. GST**
- All Fees are inclusive of any Goods and Services Tax levied under the *New Tax System (Goods & Services tax) Act 2000*.
- 7. Use of Aircraft**
- a. Except in an emergency, a person must not operate any aircraft in a park, reserve or other area managed by Phillip Island Nature Park unless prior approval has been obtained in writing.
- 8. Phillip Island Nature Park's Rights & Obligations**
- a. Phillip Island Nature Park 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, Phillip Island Nature Park 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 film produced under the 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 consent.
- c. All copyright in any images or sounds recorded or made at the Site under this Permit are vested with the Permit Holder. The Permit Holder may use the sounds or images in any way the Permit Holder deems fit, but always subject to the requirements of the Permit.
- d. By granting this Permit, Phillip Island Nature Park does not endorse or accept responsibility for any film 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 film.
- e. Phillip Island Nature Park 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. Phillip Island Nature Park 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, or where unforeseen circumstances arise which present immediate threats to habitat, wildlife or public safety.
- g. Phillip Island Nature Park may request a copy of the filming product produced under this Permit for management purposes.

## PART 4 – FILMING PERMIT CONDITIONS (cont'd)

### 9. Breach of Permit Holder's Obligations

If the Permit Holder fails to comply with the conditions of the Permit, Phillip Island Nature Park, 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 Phillip Island Nature Park. If the Permit Holder fails to remedy or rectify the breach, Phillip Island Nature Park reserves the right to exclude the Permit Holder from the Site, end the Permit, recover from Permit Holder any loss Phillip Island Nature Park suffers due to the breach, and exercise any of Phillip Island Nature Park's other legal rights.

### 10. Termination of the Permit

Phillip Island Nature Park or any appropriately authorised person may terminate this Permit without notice if the Permit Holder commits a breach, which is deemed by Phillip Island Nature Park or its authorised staff to be deliberate, fraudulent, grossly negligent, or amount to serious misconduct or may create serious risk to any persons or property.

Phillip Island Nature Park also reserves the right to cancel all Permits for any Permit Holders found:

- to be operating outside their Permit conditions;
- to be operating outside relevant PINP regulations; or
- to have breached of the terms and conditions of their Permit.

### 11. Rescheduling by Applicant

If the production company or film maker wishes to reschedule the Permit Period due to filming requirements, eg: unfavourable weather, Phillip Island Nature Park must be notified as soon as possible and the proposed rescheduling date must be agreed upon by both parties. Any reasonable cost incurred by Phillip Island Nature Park as a result of rescheduling may be recovered from the Bond or may be charged to the Permit Holder.

### 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. Apart from exercising any rights specifically granted under this Permit, the Permit Holder must not do anything or engage in any activity which:
  - may damage PINP, Public or Crown Land; and/or
  - may damage PINP property; and/or
  - may conflict with the purpose for which the PINP land has been reserved by the Crown.

*If the Permit Holder is unsure as to whether its will cause a breach any conditions, the PINP Environment Manager or representative should be consulted before commencing any activity on Crown Land.*
- d. The Permit Holder and the Permit Holder's employees, agents and clients must obey all reasonable directions

given by an authorised PINP Officer at the site/s of the Event.

- e. The Permit Holder must ensure that appropriate procedures are in place to minimise the risk of potential hazards to visitors, participants, volunteers, and employees, including the management of traffic, if required. Phillip Island Nature Park may, at its discretion, request the preparation of a traffic management plan.
- f. The Permit Holder must use its best endeavours to ensure that all persons involved with filming behave in an appropriate manner that respects the environment.
- g. No fires are permitted on PINP Land.
- h. Portable toilets must be supplied by the Permit Holder if the facilities available are insufficient to cater for the number of people involved.
- i. Vehicles and drivers used to transport Event participants, visitors, spectators and/or employees or agents of the Permit Holder must meet Vic Roads licensing guidelines including any necessary endorsement for the vehicle type. All vehicles carrying passengers in the Victoria must be appropriately licensed by Vic Roads or equivalent interstate road traffic authority as passenger vehicles and must abide by the specific conditions of that Licence.
- j. The Permit Holder must not drive or allow an employee, agent or client to drive a vehicle at the PINP site/s except on roads constructed for the passage of vehicles with four or more wheels.
- k. The Permit Holder must not drive or allow an employee, agent or client to drive a vehicle on PINP roads that are permanently, temporarily or seasonally closed by gates, signs or public notice, unless special conditions on the Permit grant such access.
- l. PINP reserves the right to change, at its absolute discretion, the areas which Permit Holders may use for any reason including visitor safety, visitor conflict, management, environmental reasons and any other
- m. The Permit Holder must ensure that participants in the Event are informed prior to the commencement of the Event about any potential hazards (such as exposure to weather, fauna, flora, tides and natural and non natural obstacles) that may exist and about environmental impact concerns in the vicinity of the Event site.
- n. The Permit Holder must ensure all Permit Holder employees, clients, participants, spectators, or sponsors of any events or activities must remain on formalised pathways, tracks, reserves and parking areas at all times. Entry into areas set aside for the re-establishment of natural vegetation, or for the protection of flora or fauna, geological or geomorphological features, or cultural or historical values is strictly prohibited.

## PART 5 – FILMING LOCATION & SPECIAL CONDITIONS

### 5A LOCATION-SPECIFIC CONDITIONS

Permit applicants will be advised of any current conditions when applying for Permit and will be advised in writing if new conditions arise.

### 5B PERMIT APPLICANT'S COMPLIANCE PROCEDURES

Prior to any Permit being granted, the applicant will need to complete the following section which must meet with the approval of Phillip Island Nature Park.

What forms of First Aid are available at Event?	<input type="text"/>
Specify how litter (if any) will be disposed of:	<input type="text"/>
Will there be a need to close roads?	<input type="text"/>
Please specify the environmental protection practices and procedures that will be in place:	<input type="text"/>
Please specify what arrangements have been made for the parking of vehicles:	<input type="text"/>
Please specify what toilets (if any) will be in use:	<input type="text"/>

**Please attach details of any emergency response plan, risk assessment plan and/or Occupational Health and Safety audit.**

# PART 6 – INSURANCE & INDEMNITY

In this Part:

**"Approved Insurer"** means an insurer that is APRA endorsed and/or AAA rated by Standard & Poors

**"Insured"** means the Permit Holder, Phillip Island Nature Park, and Other Relevant Parties including their officers, employees, agents, contractors, subcontractors, invitees and their successors and assigns.

**"Other Relevant Parties"** means the Minister for Environment & Climate Change, Minister for Planning, the Secretary to the Department of Sustainability and Environment, the Secretary to the Department of Primary Industries, the Minister of Ports, Minister for Water, Bass Coast Shire Council and any other body delegating its powers to Phillip Island Nature Park.

**"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.

## 1 INSURANCE

1.1 The Permit Holder must effect and maintain, jointly in the names of the Permit Holder and PINP, with an Approved Insurer the following insurance policies ("Policies"):

### (a) Public Liability Insurance

A public liability insurance policy for not less than \$10 million (or any greater amount required by PINP) in respect of any single claim arising out of the activities of the Insured, covering all claims arising out of (but not limited to):

- (i) loss, including financial loss, destruction or damage to real or personal property and ensuing loss of use of that property;
- (ii) death, personal injury or disease of persons.

### (b) Employer's Liability Insurance

A insurance policy in accordance with the *Accident Compensation (WorkCover Insurance) Act 1985* and related Acts or regulations which covers any damage, loss or liability suffered or incurred by any person engaged by the Permit Holder.

### (c) Product Liability Insurance

A product liability insurance policy (if deemed necessary by PINP) for not less than \$20 million (or any greater amount required by PINP) in respect of any single claim arising out of the activities of the Insured.

1.2 The Permit Holder must effect and maintain the Policies in the name of the Insured, and note the interests of the Other Relevant Parties on the Policies.

1.3 The Permit Holder must ensure that the Policies contain provisions under which PINP will be notified of any changes to the Policies.

1.4 The Permit Holder must provide PINP with:

- (a) a certificate of currency for the Policies which clearly confirms the requirements of the preceding clause 1.2–
  - (i) prior to the Permit commencement date; and
  - (ii) within 14 days of each anniversary of the commencement date throughout the term and any renewed terms (if applicable); and
  - (iii) at any other time upon request by PINP;
- (b) a copy of the Policies upon request by PINP. PINP 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 PINP if:

- (a) an event occurs which may give rise to a claim under the Policies or which may invalidate any of the Policies; or
- (b) any of the Policies are cancelled.

1.6 The Permit Holder must not do anything or allow anything to be done which may:

- (a) adversely affect 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 PINP copies of any policies required to be entered into by it pursuant to clause 1.7 and PINP 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 Phillip Island Nature Parks (PINP) 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 that such loss was caused or contributed to by the negligence of PINP.
- (c) any loss suffered by the Permit Holder as a direct or indirect result of the cancellation, amendment or suspension of the Permit by PINP or any Other Relevant Parties.

**3 INDEMNITY**

**3.1 Except to the extent caused or contributed to by the negligence of PINP, the Permit Holder is liable for and indemnifies PINP and the Other Relevant Parties against all liabilities, actions, claims,**

demands, losses, damages, costs and expenses (whether direct or consequential) for which any of PINP or Other Relevant Parties may be liable arising from or connected to:

- (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; or
- (d) any breach of environmental laws or occupational health and safety laws by the Permit Holder or its employees or agents.

**3.2 This clause is intended to operate for the benefit of PINP and the Other Relevant Parties. However, if required by PINP or the Other Relevant Parties at any time after the execution of this Permit, the Permit Holder will enter into a separate deed of indemnity or release with the Other Relevant Parties in substantially the same terms as this clause.**

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

**I have read and understood the insurance, release and indemnity provisions and consent to be bound by these provisions.**

Signed:	<input type="text"/>	Date:	<input type="text"/>
Name:	<input type="text"/>	Position:	<input type="text"/>
Company:	<input type="text"/>		

**PART 7– ATTACHMENTS**

**Where required, please attach:**

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

## PART 8 –CONDITIONS FOR FILMING AT PENGUIN PARADE

**PLEASE NOTE THAT PERMISSION TO FILM OR PHOTOGRAPH PENGUINS IS GIVEN ONLY IN SPECIAL OR RARE CIRCUMSTANCES WHERE NO OTHER OPTION IS AVAILABLE**

To be permitted to film at the Penguin Parade during penguin viewing times, the Permit Holder:

- Complies with Phillip Island Nature Park regulations
- Complies with requests or requirements from Phillip Island Nature Park Rangers and other staff members
- Does not allow personnel or equipment to impede the progress of penguins returning to burrows
- Does not allow personnel or equipment to harm or cause damage to wildlife, natural habitat or cultural areas.
- Limits all activities to formalised paths and walkways unless under strict supervision by a Phillip Island Nature Park Ranger or Research Officer
- Must possess appropriate credentials and experience in filming animals in the wild
- Conducts the filming activity within the minimum time necessary so as to reduce any possible disturbance to the penguins
- Maintains a minimum distance for filming wildlife of 3 metres (unless the birds approach closer than this when the photographer is stationary on a boardwalk or walkway)
- Forwards a publishing / broadcast quality copy of the wild footage or images to Phillip Island Nature Park for use in education and promotion
- Uses the footage for the designated production only and acknowledges Phillip Island Nature Park and its facilities in all footage used. Use of footage for commercial purposes must be negotiated with Phillip Island Nature Park.
- If any activity is considered by the accompanying staff member to be disturbing to the penguins, wildlife or habitat, then the activity must be discontinued or carried out elsewhere.
- No handling of wildlife
- Additional lighting is NOT permitted
- Phillip Island Nature Park staff to be given unhindered access to or from the filming area in case of emergency
- Filming will not be possible on Friday, Saturday or Sunday nights, during school holidays and public holidays, including Easter.
- Filming at the Penguin Parade must be supervised by additional PINP staff to ensure the welfare of the penguins

### Additional approval required for filming at the Penguin Parade during penguin viewing times

#### Senior Penguin Parade Ranger -

Name:

Signed:

Date:

#### Research Officer -

Name:

Signed:

Date:

**Note:** This permit is not valid until signed by all appropriate Phillip Island Nature Park staff