

# PHILLIP ISLAND NATURE PARKS 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 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.
- 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.

# PHILLIP ISLAND NATURE PARKS FILMING PERMIT CONDITIONS

## 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.

# PHILLIP ISLAND NATURE PARKS FILMING PERMIT CONDITIONS

## 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 it will cause a breach of 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.

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## ADDITIONAL CONDITIONS FOR FILMING AT THE 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**

- 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

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