

FILMING AND PHOTOGRAPHY PERMIT CONDITIONS

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

General Conditions

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

DEFINITIONS & INTERPRETATION

- **The Nature Parks** 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 the Nature Parks 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 Parks) Regulations 2010*, or any other legislation (refer page 4).

2. Use of Site

- a. The Permit does not grant exclusive access to the Nature Parks, 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 Parks.
- d. The Permit Holder must not damage the Site or damage or remove any Property from the Site.
- e. The Permit Holder must ensure that appropriate fire extinguishing equipment is always available and in serviceable condition when on site and using any potentially flammable equipment, including lighting. In the event of a fire, the Permit Holder must immediately extinguish or attempt to extinguish it and comply with all fire protection requirements set by relevant authorities.
- f. All things brought into, constructed at the Site by or under the 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 Parks, on or adjacent to the Site, and cover all costs associated with the clean-up or repair.
- h. No signs or advertising material may be erected on the Site without written consent from Phillip Island Nature Parks.
- i. Loud sound effects or the use of a sound amplification system on the Site will not be permitted, except on days and at times specified by Phillip Island Nature Parks.

j. The Permit Holder must not engage in any activity on the Site that is, or may be dangerous, annoying, offensive or that could disturb or cause injury to others.

3. Filming at the Penguin Parade

Please note: Permission to film or photograph penguins is granted only when no other option is available, all conditions are met, and the activity is conducted under strict supervision.

- The Penguin Parade is a 'no-photography' zone for members of the general public.
- The penguins come ashore after sunset under very low light conditions, and no flash photography or additional lighting may be used. Crews must ensure they have equipment capable of delivering high-quality results in such conditions.
- Filming and photography of the penguins are only permitted during the nightly Penguin Parade, which offers a maximum of 50 minutes for viewing and/or filming.
- Filming and photography can be permitted from within the viewing stands, not from within the penguin colony. Camera operators must ensure they do not obstruct the view of any paying visitors
- An authorised film/photography crew will be given preferred access and seating in the viewing stands to ensure they have a clear view of the penguins coming ashore.
- All camera equipment must be professional grade; photography using smartphones or tablets is not permitted.
- Designated camera operators within an authorised group will be provided with a high-visibility Media Vest for use on the day. Only those wearing the vest will be permitted to take photos or film.
- Authorised crews must be accompanied by a member of the Marketing and Communications team or a senior member of the Parade Tourism Operations team.
- Only one camera will be allowed to operate at the Penguin Parade; however, a second camera may be authorised under special circumstances.

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

- Comply with Phillip Island Nature Park regulations.
- Comply with requests or requirements from Phillip Island Nature Park rangers and other staff members.
- Not allow personnel or equipment to impede the progress of penguins returning to burrows.
- Not allow personnel or equipment to harm or cause damage to wildlife, natural habitat or cultural areas.
- Limit all activities to designated paths, walkways and viewing structures, unless under the direct supervision by a Phillip Island Nature Park ranger or research officer.
- Possess appropriate credentials and experience in filming animals in the wild, as well as professional equipment capable of filming in low-light conditions.
- Conduct the filming activity for the minimum time necessary to minimise disturbance to penguins, the public and other visitors.
- Maintain a minimum filming distance of 3 metres from wildlife, unless the birds approach closer while the photographer is stationary on a boardwalk or walkway
- Use the footage solely for the designated production and acknowledge Phillip Island Nature Parks and its facilities in all footage. Negotiate with Phillip Island Nature Parks for any use of footage for commercial purposes.
- Discontinue or relocate any activity if deemed disturbing to the penguins, wildlife, or habitat by the accompanying staff member.
- Not handle of wildlife.
- Not use additional lighting.
- Ensure that Phillip Island Nature Parks staff have unhindered access to and from the filming area in case of emergency.

- Not film on Friday, Saturday or Sunday nights, during school holidays, or on public holidays, including Easter.
- Ensure that filming at the Penguin Parade is supervised by additional Nature Parks staff to protect the welfare of the penguins

4. Natural and cultural environment

- 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 Nature Parks.
- 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 Nature Parks.
- Feeding or handling wildlife, or filming wildlife being fed or handled, is not permitted at any Site, within any reserve or other area managed by Phillip Island Nature Parks.
- The Permit Holder must not carry out any filming at the Site that involves matters, areas or sites of significance to the local Aboriginal and Torres Strait Islander communities, unless prior approval for such filming is obtained from the relevant community. Images of Aboriginal or Torres Strait Islander peoples may only be used with explicit permission.
- If access to restricted or special areas is required (e.g., Aboriginal sites, protected wildlife habitats, conservation areas, etc.), permission must be obtained in advance from the relevant authority or community group, and all necessary fees or access conditions must be met.
- The Permit Holder must remain on tracks and adhere to minimal impact codes of behaviour.
- The Site must be returned to its condition prior to the commencement of the Permit Period, to the reasonable satisfaction of Phillip Island Nature Parks.

5. Additional responsibilities

- Unless authorised by Phillip Island Nature Parks, no reference to Phillip Island Nature Parks or the Victorian Government may be included in the film made or produced under this Permit.
- The Permit Holder must make such acknowledgments or disclaimers reasonably required by Phillip Island Nature Parks in relation to any film produced or promoted under this Permit.
- 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 that directly represents Phillip Island Nature Parks values or activities. The use of computer-generated imagery or visual effects featuring identifiable Nature Parks landscapes, structures, facilities, or activities should be outlined in the Filming Permit Application.
- The Permit Holder must not interfere with any of the services, fixtures, or fittings of Phillip Island Nature Parks, unless in an emergency.
- The Permit Holder must not portray any activities, or the use of natural, cultural, or built assets, in a negative light in any film produced under this Permit or build assets that are deemed inappropriate by Phillip Island Nature Parks.
- The Permit Holder must comply with all Location and Special Conditions applied to the Permit by Phillip Island Nature Parks. These conditions will be provided with the Permit.
- The Permit Holder must provide a safety report upon request by Phillip Island Nature Parks, in accordance with the relevant industry safety code.

6. Fees

- 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.
- A Bond (where applicable) is payable prior to the commencement of the Permit Period.
- 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 an amount of the Bond as determined necessary by Phillip Island Nature Park to remedy the breach.
- e. Any additional charges, such as supervision fees incurred after the Permit is granted, will be deducted from the Bond or invoiced if no Bond is applicable.
- f. The Nature Parks Site entry fees are included in the fee structure.

7. GST

All Fees are inclusive of any Goods and Services Tax levied under the New Tax System (Goods & Services tax) Act 2000.

8. Use of aircraft or UAV/drones

- a. Except in an emergency, a person must not operate any aircraft at the Nature Parks, reserve or other area managed by the Nature Parks unless prior approval has been obtained in writing.
- b. Drone or UAV launches will not be authorised within the vicinity of the Penguin Parade, and any other locations will only be available on a seasonal basis subject to a separate permit and very strict conditions.

9. Phillip Island Nature Parks rights and obligations

- a. Phillip Island Nature Parks may, at any time during the Permit Period, undertake works or other activities on any part of the Site, as required. In such cases, Phillip Island Nature Parks will make reasonable efforts to ensure that these works or activities do not obstruct the activities authorised by the Permit.
- b. The Permit Holder must represent the Site in any film produced under the Permit under its proper title (if applicable) and must not depict the Site as another actual place or property without written consent from Phillip Island Nature Parks.
- c. All copyright in any images or sounds recorded or created at the Site under this Permit is vested with the Permit Holder. The Permit Holder may use the sounds or images in any manner deemed fit, subject to the requirements of the Permit.
- d. By granting this Permit, Phillip Island Nature Parks does not endorse or accept responsibility for any film produced by the Permit Holder, nor for any representation or endorsement of any product or person, whether express or implied, made in such film.
- e. Phillip Island Nature Parks warrants that, during the Permit Period, it will not grant any other rights over the Site that may interfere with the activities to be conducted by the Permit Holder under this Permit.
- f. Phillip Island Nature Parks reserves the right to vary or restrict the Permit. Examples may include situations where fire danger exists, concerns arise regarding a culturally or environmentally sensitive area, or unforeseen circumstances that present immediate threats to habitat, wildlife or public safety.
- g. Phillip Island Nature Parks may request a copy of the film produced under this Permit for management purposes.

10. Breach of Permit Holder's Obligations

If the Permit Holder fails to comply with the conditions of the permit, Phillip Island Nature Parks, except in an emergency, must give notice to the Permit Holder, requiring them to remedy the breach within a reasonable time as determined by Phillip Island Nature Parks. If the Permit Holder fails to remedy or rectify the breach, Phillip Island Nature Parks reserves the right to exclude the Permit Holder from the site, terminate the permit, recover any losses incurred due to the breach, and exercise any other legal rights available to Phillip Island Nature Parks.

11. Termination of the Permit

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

Phillip Island Nature Parks 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 Nature Parks regulations; or
- To have breached of the terms and conditions of their Permit.

12. Rescheduling by Applicant

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

13. Miscellaneous

a. The Permit is issued to the Permit Holder and is non-transferable to any other individual. The Permit confers no proprietary interest or right to exclusive possession of the Site.

b. If the Permit Holder includes two 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 the Nature Parks, Public or Crown Land; and/or
- may damage the Nature Parks Property; and/or
- may conflict with the purpose for which the Nature Parks land has been reserved by the Crown.

If the Permit Holder is unsure whether their activity will cause a breach any conditions, the Nature Parks Conservation team representative should be consulted before commencing any activity on Crown Land.

d. The Permit Holder, along with the Permit Holder's employees, agents and clients must comply with all reasonable directions given by an authorised Nature Parks representative 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 Parks 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 land managed by the Nature Parks.

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 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 on the Nature Parks 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 the Nature Parks roads that are permanently, temporarily or seasonally closed by gates, signs or public notice, unless special conditions on the Permit grant such access.

l. The Nature Parks 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 and any other reasons.

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 designated 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.