

# FILM / PHOTOGRAPHY

Company / Applicant Details	
Company / Applicant Name	
ABN	GST registered? <input type="checkbox"/> Yes <input type="checkbox"/> No

Contact Details		
First Name	Last Name	
Position / Title		
Phone	Email	
Street Address		
Suburb	State	Postcode

Billing Information		
<input type="checkbox"/> As above		
Company		
First Name	Last Name	
Street Address		
Suburb	State	Postcode

Production Details
Production type <input type="checkbox"/> portrait photography <input type="checkbox"/> commercial photography <input type="checkbox"/> television commercial <input type="checkbox"/> corporate video <input type="checkbox"/> short film <input type="checkbox"/> feature film <input type="checkbox"/> student photography <input type="checkbox"/> student film
Detailed description of the activity
Number of cast and crew (including photographers, assistants, models, film crew, cast, chaperones etc.)
Number of passenger cars
Number of production vans / trucks

Date(s) and Time(s)		
Number of full days required		
Number of part days required (1-4 hours)		
Date	Start time	Finish time
Date	Start time	Finish time
Date	Start time	Finish time
Date	Start time	Finish time

Location Information
Location(s) of filming/photography activity
Location(s) of unit base (if applicable)
Please provide details of any temporary structures to be erected (eg. tents, marquees)
Please provide a list of any props or furniture (eg. trestle tables, chairs, clothing racks)
Please provide a list of equipment (eg. cameras, lighting, generators)
Will the production involve any of the following? <input type="checkbox"/> amplified music or sound <input type="checkbox"/> animals <input type="checkbox"/> may have environmental impact <input type="checkbox"/> may cause offense or concern to visitors <input type="checkbox"/> stunts <input type="checkbox"/> firearms / weapons (including imitation) <input type="checkbox"/> other safety concerns If you have selected any of the above, please provide a detailed description of the activity
Will the site be represented as another actual place or property?

Terms and Conditions
I have read and agree to the attached Terms and Conditions <input type="checkbox"/>

## FILMING AND PHOTOGRAPHY TERMS AND CONDITIONS

You should read these Terms and Conditions carefully. In these Terms and Conditions “**Heide**” refers to Heide Museum and includes its directors, employees and agents; and “**Producer**” means the person who accepts these Terms and Conditions

### Permit Fee

1. Permit fees vary depending on the size and impact of the filming/photography on the Heide site as outlined in the Fee Schedule.
2. Please ensure that the Permit Application Form includes all relevant information about the filming/photography activity. Failure to adequately declare equipment and/or additional crew may result in the revocation of the Permit.
3. Additional fees may be charged should the Producer not comply with these Terms and Conditions or where additional costs are incurred by Heide over the amounts outlined in the Fee Schedule.

### Bond

4. Subject to the scale of the filming/photography activity, a non-refundable bond may be required in addition to the relevant permit fee. This will be advised to the Producer by Heide once the Permit Application Form has been assessed.
5. Approval to film is not final until all outstanding fees are paid and a Permit issued to the Producer by Heide.

### Access hours

6. Access to Heide is available between the hours of 8.00am and 5.00pm (Monday to Friday). Filming/photography outside these hours is subject to Heide’s approval and may incur additional fees. Heide reserves the right to deny filming/photography requests for weekends, public holidays and other peak visitation times.

### Non-exclusive use of site

7. The Permit does not constitute an exclusive right to use Heide or any area of Heide.

### Conditions of entry

8. The Producer agrees to abide by Heide’s standard Conditions of Entry. The Conditions of Entry are available on the Heide website. Any changes from the Conditions of Entry which may be necessary for filming/photography purposes must be expressly approved in advance by Heide.

### Working with the public and Heide activities

9. Inconvenience and disruptions to Heide’s visitors and activities must be kept to a minimum.
10. Employees, cast and crew of the Producer must not invade the privacy of or otherwise disrupt the public, visitors and staff of Heide.
11. Employees, cast and crew of the Producer must conduct themselves with courtesy, sensitivity and consideration of the needs of the public, visitors and staff of Heide.

## Talent Release and Privacy

12. The Producer retains responsibility for arranging all talent, and abiding by current privacy legislations if filming/photographing visitors. This advice is general in nature and the Producer should seek their own legal advice.

## Copyright

13. It is the responsibility of the Producer to ensure copyright clearance for works/object(s) is obtained prior to publication, as outlined in the Filming and Photography Agreement. The Producer must complete the Filming and Photography Agreement before the Permit will be issued.

## Contact person

14. The Producer or its authorised representative is to be on-site at all times during the filming/photography activity. A mobile phone number for the on-site representative is to be supplied to Heide prior to the commencement of the filming/photography.

## Structures/equipment

15. All equipment intended to be brought onto the site must be declared on the Permit Application Form. Failure to do so may result in the revocation of the Permit.
16. All structures and equipment must be secured with weights (pegs and/or stakes are not permitted under any circumstances).
17. The Producer must not alter, add or affix any items to trees, buildings, sculptures or any other fixed structures without prior written approval.
18. Equipment brought onto the Heide site is the sole responsibility of the Producer and Heide will take no responsibility for damage or loss of any equipment left on site, prior to, during, or after the filming/photography activity.

## Parking and vehicle access

19. There is no vehicle access outside of Heide and Banksia Park carparks. Vehicles are prohibited in the gardens and must keep to designated roadways only.

## Access to power

20. Power requirements need to be advised by the Producer. No modification to power switchboards and existing infrastructure is permitted.

## Working safety

21. The filming/photography must be carried out in a safe manner which complies with all industry standards for occupational health and safety.
22. It is the Producer's responsibility to ensure the safety of its staff and members of the public while on location at Heide.

## Damage

23. The Producer will be held responsible for any damage caused, and will be charged the costs of rectification of such damage to the site, plants, sculptures, infrastructure, services or fittings.

## Catering

24. Heide Café has exclusive catering rights at Heide. The Producer must arrange all catering directly with Heide Café which arrangement will be governed by Heide Café contractual terms. External catering companies are not permitted to cater for cast and crew.

## No Fire and naked flames

25. Candles, lanterns, open flames and fireworks are not permitted at any time due to fire risk.

## Indemnity

26. Producer hereby agrees that it will indemnify the Owner for any liability, loss, claim or proceeding under statute or common law which the Owner may sustain or incur as a result, whether directly or indirectly of:
  - (a) a breach by the Producer, its officers, employees, contractors or agents of this Agreement; and
  - (b) the negligence or wilful misconduct of the Producer, its officers, employees, contractors or agents in the use of the Location and in connection with this Agreement.

## Public Liability insurance

27. Unless otherwise agreed to in writing, the Producer will, at the Producer's expense procure and maintain insurance to cover liability for any claim which may at any time be made in connection with the Producer's activities for an amount not less than 10 million dollars. Upon request by the Owner, the Producer will provide written evidence of such insurance policy, being a certificate of its insurer or broker confirming the status of such insurance policy. Upon request by Heide, the Producer must cause the Owner to be noted on the insurance policy.

## Final duties

28. At the end of the shoot, the Producer will ensure that the location is restored to its pre-existing condition (unless there is specific written agreement to the contrary), all rubbish has been removed and the site has been returned to normal operational levels. It is the responsibility of the Producer to ensure that the above is achieved before leaving the site.

## Governing Law

29. These Terms and Conditions are governed by and construed in accordance with the laws in force in the State of Victoria.