



south bank
corporation

**COMMERCIAL
PHOTO AND FILM SHOOT
GUIDELINES
AND APPLICATION FORM**

Commercial Photo and Film Shoot Guidelines

South Bank is a popular destination for film and photo shoots. South Bank Corporation is proud of the South Bank precinct and we actively work with partners to showcase the precinct, however, we also have obligations to manage these activities to ensure that the impact on visitors, retailers, and the Parklands is kept to an absolute minimum.

All film and photo shoots should therefore be reported to the Corporation prior to the shoot. If your shoot is of a commercial nature then you must complete and lodge a Commercial Photo and Film Shoot Application Form and must comply with the Commercial Photo and Film Shoot Guidelines, outlined in this document.

Conditions of all Commercial Photo and Film Shoots at South Bank:

- **Approvals/Applications** - Each application for Commercial Photo and Film shoots is assessed on an individual basis and the nature of the shoot requested is always taken into consideration in deciding whether or not to grant the approval and/or impose additional conditions. You will be required to complete the application form which follows these guidelines.
 - **Potential Conflicts** - Approval is also based on our assessment of potential conflicts with on-site retailers, parkland activities and availability of Corporation employees.
 - **Public Liability Insurance** - All commercial shoots will require public liability insurance cover of not less than \$20 million for the duration of the shoot. Satisfactory evidence of insurance may be requested by the Corporation at any time.
- **Cleanliness** - If your application is approved you will be required to keep the area used clean and tidy at all times during the shoot and all access ways are to be kept clear.
 - **Additional Cleaning** - any cleaning required over and above our standard operational cleaning will incur a minimum charge of \$260.00.
- **Things we don't allow:**
 - **Approaching retailers & Parkland visitors** - Our retailers are very busy serving visitors, who are not always receptive to being "famous". If you would like to include these people in your shots then you will need to provide a copy of written consent of the people to be included. In particular you should include in their written consent, whether or not they accept that the photo or film could show them in an unfavourable or embarrassing light. This does not apply to any "talent" you have contracted, as your contract with them should cover off their consent to these things. Nor does it apply to people who are in the background of the photo or film, where they cannot be identified.
 - **People engaging in private acts** - We do not allow photographs or film to be taken of any child or adult engaged in a private act or of any child or adult who is nude or partially nude.
 - **Roving through the Parklands** - Generally we don't allow our photographers or filmmakers to roam throughout the parklands as we appreciate that our visitors like to enjoy the parkland facilities at their own pace. There are often other events happening in the parklands and we don't want to upset our other hirers. If you do wish to roam throughout the precinct or use multiple locations, you will need to provide us with specific details about the nature of your shoot and where you intend to move about in the Parklands.
 - **Alterations to the Parklands** - If you require any alterations or changes to Parkland fixtures, structures, gardens, fittings or furnishings, then prior written approval must be

sought. This will be assessed on a case by case basis and will almost certainly involve a cost to you. You are not permitted to cover any existing sponsorship signage in the Parklands in any circumstances.

If you have any questions about the application process, please feel free to contact our Corporate Affairs Coordinator on 3867 2017.

Commercial Photo/Film Shoot Application Form



Thank you for confirming your request for a commercial photo/film shoot at South Bank, Brisbane. In order for us to approve your activity, please complete the following form and return it to your contact at South Bank Corporation or call (07) 3867 2000 during business hours.

Please note, the Corporation's administrative fee for the processing of this application will be \$200.00 plus GST.

You may pay by way of cheque made payable to the South Bank Corporation or, if you prefer, by direct debit. Payment must be received by the Corporation prior to you commencing the photo/film shoot.

Direct debit details: South Bank Corporation
Suncorp Bank, 266 George St, Brisbane
BSB: 484-799 Account: 030 646 881

APPLICANT DETAILS

Name: _____

Company/Organisation/School (if applicable): _____ ABN: _____
(the "Applicant")

Address: _____

Suburb: _____ State: _____ Postcode: _____

Phone: _____ Mobile: _____ Fax: _____

Email: _____

PHOTO/FILM SHOOT DETAILS

Activity Type: Photo Shoot Film Shoot

Type of shoot: Commercial Other, please specify _____
(If your shoot is of a non-commercial nature, please contact the Senior Events Coordinator on 07 3867 2034)

What is the purpose of the shoot? _____

How will the shoot be broadcast? _____

Date(s) and time of shoot (incl. set up and dismantle): _____

Power requirements: _____

Identify any vehicles that will need on-site access: _____

Location Required: Cultural Forecourt Stanley Street Plaza
 Streets Beach Clem Jones Promenade
 Other, please specify: _____

What technical equipment will you bring on-site? _____

General Information: *(please provide as much detail as possible, attach separate sheet if more space required):*

How many crew/talent will you have? _____

ON THE DAY CONTACT DETAILS

Name: _____ **Mobile:** _____ **Fax:** _____

CONDITIONS

1) The Corporation requires the Applicant to complete the South Bank Corporation Contractor Online Induction, no later than 15 working days prior to the photo/film shoot. South Bank will then forward the "Contractor Induction Handbook" and/or the "Performer Induction Handbook" to the Applicant which includes the "Handbook Sign Off Sheet". The Applicant is then responsible for ensuring that its staff and all contractors (including all volunteers and performers) are aware of the safety requirements for the venue before the photo/film shoot period begins. The Applicant and all contractors (including volunteers and performers must sign and return the "Handbook Sign Off Sheet" prior to the commencement of the photo/film shoot. Any directions outlined in the Online Induction must be followed.

The Applicant accepts that the Corporation may also require the Applicant to complete a Work Method Statement before the photo/film shoot depending upon the photo/film activities proposed to be carried out. If requested, the Applicant will promptly deliver a copy of its Work Method Statement to the Corporation within 3 days of the Corporation's request.

- 2) Unless otherwise approved, there is no vehicle parking available on site (except in designated car parks, at your expense). You will be required to make alternative arrangements for all vehicle requirements offsite.
- 3) Unless written consent is obtained, Parklands visitors and tenants are not to be approached for inclusion in shots.
- 4) No photo or film may be taken of adults or children engaged in private acts or fully or partially nude.
- 5) The normal operations, cleaning, landscaping and maintenance of the Parklands is not to be disturbed.
- 6) No fixtures, fittings or furnishings are to be moved, altered, attached to or removed.
- 7) The removal of any resulting litter will be at the applicant's expense.
- 8) Any damage of Parkland's property, structures, gardens and landscaping will be repaired at the applicant's expense.
- 9) Please read the document "Commercial Photo and Film Shoot Guidelines".
- 10) The Applicant must maintain current public liability insurance of not less than \$20 million for the duration of the shoot and must provide evidence of this to the Corporation within 3 business days of the Corporation requesting this evidence.
- 11) The Applicant acknowledges and agrees that:
 - a) the Corporation owns all the Intellectual Property Rights in its corporate and business names, brand names, trade marks, service marks, symbols, logos and other trade indicia relating to the Corporation's business, products and services; and
 - b) the Corporation is the proprietor or licensee of all Intellectual Property Rights in materials and information provided by the Corporation to the Applicant under or in connection with this agreement,
 which together form the ("**Corporation's Intellectual Property**")
- 12) The Corporation acknowledges and agrees that:
 - a) the Applicant owns all the Intellectual Property Rights in its corporate and business names, brand names, trade marks, service marks, symbols, logos and other trade indicia relating to the Applicant's business, products and services; and

- b) the Applicant is the proprietor or licensee of all Intellectual Property Rights in materials and information provided by the Applicant to the Corporation under or in connection with this agreement,
which together form the (**"Applicant's Intellectual Property"**)
- c) Nothing in this agreement transfers any rights in the Corporation's Intellectual Property to the Applicant, or the Applicant's Intellectual Property to the Corporation, and neither is permitted to use the other's Intellectual Property without prior written consent or as otherwise permitted under this agreement.

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, trade marks, 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 Organisation 1967 both in Australia and throughout the world and for the duration of such rights,

13) The parties agree to meet before the photo/film shoot to discuss and document any specific requirements of that shoot in the "Special Conditions" space below.

SPECIAL CONDITIONS

Subject to the above Conditions, I, the Applicant hereby:

ACCEPTANCE OF CONDITIONS AND SPECIAL CONDITIONS

By signing below I, the Applicant, hereby:

- a) acknowledge that I have read and accept the Conditions and Special Conditions listed above and understand that if my Application is accepted that this Application, the Conditions and Special Conditions listed above and any other conditions which South Bank Corporation may notify to me, will form the agreement between the Applicant and South Bank Corporation,
- b) indemnify South Bank Corporation, to the extent permitted by law, from all liability, losses and costs (howsoever caused, whether by negligence or otherwise) in relation to any claims for personal injury, property damage or death caused by or arising out of the activity referred to in this Application,
- c) agree that South Bank Corporation gives no warranty that the facilities in the Parklands are fit for the purpose of the activity referred to in this Application.

Signature of authorised person on behalf of	Print Full Name	Date
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Approved / Accepted by South Bank Corporation	Print Full Name	Date
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OFFICE USE ONLY

Approval sent date: _____

Security informed date: _____

Credit card payment option

Credit card type:

VISA

Mastercard

Diners

American Express

Credit card number: _____

Expiry date: _____

Name on card: _____

CVC number (three digits on rear of card): _____

Amount: _____