Enthusiast Application and Licence
Filming and Photography

(Part 3 of the *National Parks and Reserves Management Act 2002* & Part VA of the *Crown Lands Act 1976*)

This Business Licence comprises the following parts:

Part A: Enthusiast Licence overview and application process
Part B: Information Table
Part C: Definitions and interpretation
Part D: Terms and conditions of Business Licence
Part E: Signing

Part A: Enthusiast Licence overview and application process

As a proposed holder of an Enthusiast Business Licence you are requested to complete the details requested in Items 1 and 3 in the Information Table below and return this document to the Parks and Wildlife Service at **enquiries.NBToperators@parks.tas.gov.au**.

In doing so you (being the person named at Item 1 of the Information Table and referred to in this Business Licence document as **You** or the **Licensee**) are taken to have made an application for a business licence under Part 3 of the *National Parks and Reserves Management Act 2002* and Part VA of the *Crown Lands Act 1976* in order to conduct filming and or take photographs on Land managed by the Parks and Wildlife Service.

Warning 1: By completing and returning this Business Licence document and in consideration of the Crown considering the application, You agree to be bound by this Business Licence document and declare that the Activities approved at Item 3 are not related to any commercial activity.

Warning 2: You are not taken to have been issued with a business licence in accordance with the Acts until You have complied with the above, the Crown approves your application and the Crown returns a copy of this Business Licence document to You executed with the signature of the Director of National Parks and Wildlife and the Director-General of Lands confirming that the Business Licence has been granted.

Warning 3: The Crown is under no obligation to issue a business licence to You and nothing in this document is to be construed as making any express or implied representation, undertaking or commitment by the Crown that it will issue You with a business licence or any other rights in respect of filming or the taking of photographs. If the Crown does not issue a business licence to You the Crown will return any moneys paid by You as part of the application but the Crown is under no other contractual or other legal obligation to You. The Crown may also request amendments be made to any of the details of the application made by You for a business licence to be issued.

If a Business Licence is taken to issue in accordance with this section then the Crown grants to You as the Licensee and You accept a right to conduct filming or take photographs for the purpose and type set out in Item 2 of the Information Table. The terms and conditions by which this will occur and this Business Licence will operate are as set out in Part B and Part D.

Part B: Information Table

Item 1	Licensee
Name:	_____
ABN/ACN	*(If registered)* _____
Postal Address	_____
Telephone:	_____
Email:	_____

Item 2	Permitted Project
Crown Land location/s:	Subject to any restrictions or other requirements of this Licence the Land includes parcels of Crown land administered under the Crown Lands Act 1976 (Tas) that do not have that status of reserved land under the *National Parks and Reserves Management Act 2002* (Tas).
Reserved Land locations:	Subject to any restrictions or other requirements of this Licence the Land includes parcels of Crown land that have status of reserved land under the *National Parks and Reserves Management Act 2002* (Tas).
Dates:	(Up to 24 months) _____
Permitted Project activities/Theme:	To conduct filming and/or still photography and publishing videos and images consist with the natural, cultural and social values of the Parks and Reserves system.

Item 3	Activities
☐	Social Media Content Creation
☐	Filming
☐	Photography

Item 4	Fee
Licence Fee:	$100.00 (GST inclusive)

Item 5 Grant of Licence

The licence rights provided by this Licence are granted (and issued as relevant) pursuant to:

(a) sections 40 and 41 of the *National Parks and Reserves Management Act 2002* (Tas) (to the extent that the Location includes actual Reserved Land); and/or

(b) Part VA (and in particular sections 45C and 45D) of the *Crown Lands Act 1976* (Tas) (to the extent that the Location includes Crown Land).

Item 6 Special terms and conditions

In addition to the terms and conditions contained in Part C of this Licence:

1. **Conditions relating to Cradle Mountain - Lake St Clair National Park (the Park)**
   (a) Where the Licensee is permitted to undertake Activities at the Park the Licensee acknowledges that private vehicle access on the Dove Lake access road is restricted from 8:00am to 6:00pm, from October to March, and 8:30am to 4:30 pm from October to September.
   (b) The Licensee must not film or photograph any vehicles within the Waldheim, Ronny Creek and Dove Lake carparks.

2. **Ben Lomond National Park**

   Where the Licensee is permitted to undertake Activities at Ben Lomond National Park the Licensee must:
   (a) ensure that from 1 June to 30 September all vehicles used in undertaking the Activities that proceed past the lower car park carry suitable snow chains (and fit them if conditions require); and
   (b) not stop any vehicle on Jacobs Ladder for any reason (except in the case of an emergency).

3. **Maria Island National Park**

   Where the Licensee is permitted to undertake Activities at Maria Island National Park the Licensee:
   (a) must be fully self-sufficient while on Maria Island;
   (b) must not film any off track activity or any activity not permitted on Maria Island;
   (c) must, when undertaking the Activities on any beach, remain on compact sand;
   (d) must not interfere with, remove or relocate any artefact or item found in any of the historic buildings, ruins or site; and
   (e) acknowledges that PWS staff will not be available to transport the Licensee or equipment.

4. **Wildlife**

   The Licensee acknowledges and agrees that where filming or taking photographs of wildlife at any location, any footage must present the following essential messages:
   (a) remain a minimum distance of 2m from any wildlife;
   (b) do not approach wildlife, allow wildlife to approach you;
   (c) do not pat wildlife;
   (d) do not feed wildlife;
   (e) never crowd around wildlife
   (f) never block an animal's line of escape;
   (g) never come between an animal and its young; and
   (h) do not leave established tracks to take photographs or film wildlife.

Part C: Definitions and Interpretation

1 Definitions

In this Business Licence, unless the context otherwise requires:

Act means as the context requires:

(a) the *National Parks and Reserves Management Act 2002* (Tas); and

(b) the *Crown Lands Act 1976* (Tas).

Activities means those filming/and or photography activities permitted under this Licence as set out in Item 3.

Crown Land means those areas of Crown land set out in Item 2.

Crown means as the context requires the Minister administering the Act and the Crown in Right of Tasmania as represented by the Parks and Wildlife Service (ABN 58259330901) and includes all relevant persons acting on their behalf as the context requires.

Department means the Department of Natural Resources and Environment Tasmania.

Filming Period means those Dates listed in Item 2.

GST has the meaning in the *A New Tax System (Goods and Services) Act 1999* (Cwlth). Expressions defined in the GST Act have the same meaning when used in this Licence.

Information Table means the table in Part B.

Item means an item in the Information Table.

Laws include:

(a) acts, ordinances, regulations, by-laws, orders, awards, local laws, statutes, proclamations, codes, standards or guidelines of any regulatory agency;

(b) approvals and requirements in connection with the Business, binding requirements and mandatory approvals (including conditions) of any regulatory agency;

(c) principles of law or equity established by decisions of courts; and

(d) provisions of the Constitution of Tasmania, and the Constitution of the Commonwealth of Australia;

Licence means as the context requires a business licence issued under the Act or this document or both.

Licensee means the person or entity named in Item 1 as the Licensee and where the context permits includes the Licensee's employees, authorised contractor, subcontractors, agents, licensees and invitees.

Location means those areas of Crown land and/or Reserved Land specified in Item 2.

Notice means a notice or other communication for the purpose of this Business Licence.

Parks and Reserves Manager means an officer of the PWS appointed as a Manger.

Permitted Project means the filming and/or photography activities permitted in accordance with Item 3

PWS means the Parks and Wildlife Service being a division of the Department.

Ranger means an officer of the PWS appointed as a Ranger.

Reserved Land means those areas of Reserved land set out in Item 2.

Right includes a right, power, remedy, authority and discretion.

Special terms and conditions means the special terms and conditions, if any, set out in Item 6.

2 Interpretation

In this Business Licence, unless the context otherwise requires:

(a) headings do not affect the interpretation of this Licence;

(b) words denoting the singular include the plural and vice versa;

(c) words denoting any gender include all genders;

(d) other grammatical forms of a defined term have a corresponding meaning;

(e) an expression denoting a natural person, company, partnership, corporation or any government body includes any other of them;

(f) a reference to any thing or any property includes a part of that thing or property;

(g) a reference to a party includes that party's successors and permitted assigns;

(h) mentioning any thing after the words includes or including does not limit the meaning of any thing mentioned before those words; and

(i) a reference to any legislation includes subordinate legislation made under it and any amendment to, or replacement for, any of them.

A reference to the Crown includes any person lawfully acting on behalf of the Crown or the Minister or both.

Part D: Terms and conditions of business licence

1 Grant of business Licence

The Crown agrees to grant a business licence (in accordance with those sections of the Act referred to in Item 5) to the Licensee, and the Licensee agrees to take a business licence pursuant to the Act for the purposes of the Activities for the Filming Period at the Location.

2 Fee

(a) In consideration of this Licence the Licensee agrees to pay the Fee specified in Item 4 (when issued with a tax invoice for same).

(b) In addition to the Fee the Licensee must pay National Park entry fees where applicable.

3 General conditions

The Licensee must:

(a) upon request present this Licence when undertaking the Activities.

(b) ensure filming and photography occurs only within the Location permitted in Item 2.

(c) comply with all applicable Laws when filming at the Location (including obtaining and complying with all necessary permits approvals and licences required);

(d) comply with all reasonable directions given by the Parks and Reserves Manager and/or any Ranger;

(e) to remain on constructed roads and/or tracks at all times, unless the Licensee has obtained the prior consent of the Crown (which consent may result in a Reserve Activity Assessment being required, and which consent is not guaranteed (for the avoidance of doubt there is no obligation on the Crown to consent)) any such consent may be provided by the PWS or Parks and Reserves Manager via email or orally by a Ranger at the Location at the time the Permitted Project is being undertaken;

(f) promptly notify the Crown of any damage to the Location;

(g) exercise due caution and care, act co-operatively and with courtesy to other users of the Location and unless specifically provided otherwise in this Licence allow public access to the Location at all times;

(h) ensure that minimal impact techniques are adhered to at all times including the prevention of *Phytophthora cinnamomi* import and infection where it applies (removing all soil from equipment and footwear before arrival to reduce the spread of root rot pathogens);

(i) following each exercise of any of the rights conferred under this Licence during the Filming Period remove all the Licensee's items and property from the Location and make good any damage caused by such removal and remove all rubbish and leave the Location in a clean and tidy and safe condition. Any items and property

remaining at the Location following each exercise of any of the rights conferred under this Licence may be disposed of by the Crown at the Licensee's cost without reference to the Licensee;

(j) comply with all restrictions and guidelines in respect of fuel stove only areas, total fire bans and the Leave No Trace principles;

(k) not to disturb, attempt to feed or otherwise handle any wildlife at the Location, unless the Licensee has first obtained the relevant permits required from the Natural and Cultural Heritage Division of the Department;

(l) not to disturb or damage any natural flora or features;

(m) not promote or disclose the location of any Aboriginal cultural sites or relics;

(n) not to damage any public facilities or other privately owned structures at the Locations;

(o) not bring onto, or use at, the Location any single serve plastic items (including but not limited to containers, bowls, plates, cups, straws, utensils and stirrers) in connection with the Activities;

(p) reimburse to the Crown all money expended by the Crown to undertake works that are the Licensee's responsibility under this Licence which the Crown may undertake on the Licensee's failure to do so (including all costs associated with making good and rubbish removal).

4 Use of drones prohibited

The Licensee must not use or allow the use of any Remote Piloted Aircraft (Drone) over land managed by the PWS at any time.

5 No warranty

The Crown gives no warranty as to the condition of the Location or to the suitability for the purposes for which the Licence is granted.

6 Licence is personal

This Licence is personal to the Licensee and cannot be assigned, sub-licenced, shared or transferred.

7 Cancellation

The Crown may:

(a) by written notice to the Licensee, cancel this Licence without penalty or payment of compensation at any time;

(b) if the Crown considers acting reasonably that the Licensee is in breach of any of the Licensee's obligations under this Licence, immediately cancel the Licence (which cancellation may be done by oral notice) in which case the Licensee must immediately cease filming and comply with all directions of the Crown in respect of packing up and leaving the Location. No moneys will be refundable to the Licensee in such circumstances.

8 Special terms and conditions

(a) The Special terms and conditions form part of this Licence.

(b) If there is any inconsistency between the Special terms and conditions and another provision of this Licence, the Special terms and conditions override the other provision to the extent of the inconsistency.

(c) A Special term and condition is taken not to be inconsistent with another provision of this Licence if the Special term or condition and the other provision of this Licence are both capable of being complied with.

9 Indemnity by Licensee

The Licensee indemnifies the Crown and each of its employees and agents against:

(a) claims in respect of any injury to, or death of, any person;

(b) claims in respect of damage to the property of any person; or

(c) loss of, or damage to, property of the Crown,

arising from, or attributable to, the Licensee's presence on or use of the Location and the Permitted Project.

The Licensee's liability under the indemnity is to be reduced proportionately to the extent that the claim, loss or damage is caused or contributed to by an act or omission of the Crown or any of its employees or agents.

The indemnity is a separate and independent obligation of the Licensee. The indemnity survives the termination of this Licence.

10 Exclusion of liability

The Crown is not liable for any theft of, or loss or damage to, any property of the Licensee resulting from the Permitted Project at the Location.

11 Review of film footage

(a) The Licensee must ensure that the use or publication of the images and/or film footage produced as a result of the Permitted Project represents the Location accurately at all times (unless reasonable in the circumstances when used as part of a fictional work).

(b) The Licensee must ensure that the use or publication of the images and/or film footage produced as a result of the Permitted Project does not cause any detriment, embarrassment or damage to the reputation of the Crown, the PWS or the Location.

(c) The Licensee agrees that, if reasonably required by the Department, it will provide a copy of the images and/or film footage to the Department, prior to public release, for review to ensure that it does not contravene the policies of the Department.

(d) The Department reserves the right to request changes to be made to any image and/or film footage that contravenes the policies of the Department prior to publication.

12 Copyright and acknowledgement

(a) The copyright of the images or film footage produced as a result of the Permitted Project resides with the Licensee.

(b) The Licensee agrees to publically acknowledge the support of the Department in any credits for the image or film footage with the following wording:

> "Conducted with approval from the Department of Natural Resources and Environment"

13 Licensee's risk

If the Licensee is required to do anything or cause anything to be done under this Licence, then the doing of that act, matter or thing is at the Licensee's sole risk and expense unless otherwise expressly provided.

14 Relationship of parties

Nothing in this Licence is to be construed to create any relationship between the parties other than the relationship of licensor and licensee under a business licence arrangement upon the terms of this Licence and, to the extent applicable, the Act.

15 Confidentiality in relation to this Business Licence

Despite any confidentiality or intellectual property rights subsisting in this Licence, either party may publish, without reference to the other, all or any part of this Business Licence. Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cth).

16 Notices

The addresses and telephone numbers of the parties for the receipt of any Notice are:

(a) in the case of the Crown:

Property Services, Tasmania Parks and Wildlife Service

GPO Box 1751 Hobart Tas 7001

enquiries.NBToperators@parks.tas.gov.au

(03) 6169 9015

or as subsequently notified by the Crown to the Licensee; and

(b) in the case of the Licensee, as set out in Item 1 or as subsequently notified by the Licensee to the Crown.

A Notice may be served by: delivering it by hand to the party; leaving it at the party's address; sending it by prepaid ordinary post to the party's address, or sending it by email to the party's email address.

A Notice must be in legible writing in the English language.

17 GST

The parties agree that the Fee under Item 4 includes GST.

18 Costs

Each party must bear their own costs associated with the preparation execution and completion of this Licence.

19 Governing law

This Licence is governed by the law of Tasmania.

20 Miscellaneous

An obligation or liability on the part of two or more persons binds them jointly and severally.

The non-exercise of, or delay in exercising, any Right does not operate as a waiver of that Right. A single exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right. A Right may only be waived in writing, signed by the party to be bound by the waiver. A waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

Each Right provided in this Licence is exclusive and independent of each other Right in this Licence, and all other Rights at law or in equity.

Part D: Signing

Date:

(Date will be inserted by the Crown)

Signing by Licensor

Signed as a deed for **The Crown in Right of Tasmania** (acting through the Minister administering the *National Parks and Reserves Management Act 2002* (Tas)) and the *Crown Lands Act 1976* (Tas) by the person named below in the presence of the witness named below:

Signature: →

*Print name:

*Position and Position Number:

Witness' signature: →

*Witness print name and position:

Please complete: Acting pursuant to an Instrument of

dated

*Use BLOCK LETTERS

*Witness print address:

Signing by Licensee

Executed as a deed by _____ in the presence of the witness named below:

Signature: →

Witness' signature: →

*Witness print name:

*Use BLOCK LETTERS

*Witness print address: