

PORT ARTHUR HISTORIC SITE MANAGEMENT AUTHORITY

COMMERCIAL FILMING AND PHOTOGRAPHY APPLICATION FORM

Please complete and return to: **Marketing Department**
Port Arthur Historic Site Management Authority
Port Arthur Tasmania 7182
marketing@portarthur.org.au
Ph: (03) 6251 2300

The Port Arthur Historic Sites (including the Port Arthur, Coal Mines and Cascades Female Factory Historic Sites) are popular venues for filming and photography and wherever possible the Port Arthur Historic Site Management Authority (PAHSMA, the Authority) will endeavour to meet your needs but there are a number of considerations we need to take into account before granting permission to film.

All three sites are on the UNESCO World Heritage List as three of the 11 sites in the Australian Convict Sites World Heritage Property. They are also included on the Australian National Heritage List and the Tasmanian Heritage Register. As such, they have significant cultural heritage values and there are statutory guidelines as to what impacts are acceptable at all the sites. In addition, PAHSMA operations are guided by the *Port Arthur Historic Sites Statutory Management Plan 2008*.

If you are planning a major production, such as a film or television drama or feature documentary, you are **strongly advised** to liaise with Screen Tasmania, which has a location advisory service, before contacting PAHSMA.

This form contains a fee schedule and guidelines which form the final film agreement should your application be successful. Please ensure you read the filming guidelines in conjunction with completing this form – your application must adhere to the conditions outlined in the filming guidelines.

Please complete this application form and return it, with all relevant information provided in as much detail as possible, to the Port Arthur Historic Site Management Authority. Incomplete application forms will not be assessed. You must submit this request **well in advance** of your proposed filming date and **allow a minimum of two weeks for it to be assessed and processed**.

If your application is successful you will be forwarded a filming agreement which must be signed and returned for countersigning prior to the commencement of filming. Before filming commences you will be required to pay any fees required and meet with Authority Staff to co-ordinate your activities on Site.

Pre-requisites to filming

Please note that 'filming operations' includes all filming, preparatory work and dismantling or rehabilitation work. The Producer must provide or undertake the following before filming begins:

- A précis of the material content or subject of the film.
- A **comprehensive schedule** including accurate information on crew arrival times, filming times and other requirements. This must be given to the Authority **at least two weeks before filming** is to commence. It is expected that this schedule is adhered to except in the case of such events as wet weather; however, such contingencies should be catered for in planning.
- Written explanation of all special effects or action sequences or other special requirements including construction of props or filming structures, use of plant and equipment. These need to be authorised by the Authority prior to the commencement of filming.
- Due to limited electric power provisions on site the Producer should investigate the possible need to provide additional power, prior to the commencement of filming. This will be subject to approval by the Authority.
- Acknowledgement by the Producer that the following will be placed in the credits, where credits are given as follows: **"Produced with the assistance of the Port Arthur Historic Site Management Authority"**; or **"Filmed on location at the Port Arthur Historic Site, Tasmania (or other site/s as appropriate)"** as well as acknowledgement of copyright of any material which is not copyright of the Authority.

Access and Hours of Operation

- Unless specific approval has been granted, and arrangements have been made to facilitate such action prior to arrival of the crew at the site, all vehicles are to be parked in the approved car park. The use of vehicles and plant equipment such as cherry pickers will not be allowed if they are likely to impact the ground surface. This is an issue for any use away from made tracks.
- Standard business and staffing hours are 9am to 5.30pm. Evening tours and activities continue until 11pm or later and may necessitate sound and light restrictions for filming, depending on location.

General Conditions

- The Producer must meet their obligations in regard to copyright legislation. This may have particular bearing on filming /photographing artefacts which are on loan to the Authority and for historic photograph reproduction.
- Unless specific approval has been granted, and arrangements have been made to facilitate such action prior to arrival of the crew at the site, all equipment and props must be removed from historic buildings when not being used.
- No adhesive material or like substance is to be affixed to any surface within buildings or surrounds. No paint or marking is to occur on any surface.
- All equipment that may come into contact with the surface of any historic fabric must be rubber backed, padded or be placed on suitable material so as to protect surfaces from any damage or marking, particularly inside buildings.

- No fittings, artefacts, furnishings or objects can be moved without the permission of the curatorial staff.
- Heat and fading damage are caused by high wattage lamps and therefore all indoor lighting is subject to the approval of curatorial staff. There is a preference for all filming to utilise natural/available light. Curatorial staff will determine if the light levels are too high and likely to damage or fade any surface or artefact.
- Generally, light levels for Tungsten and Tungsten-Halogen lamps are not to exceed 1,000 lux for any historic artefact in the field of artificial light.
- Illumination must be for minimum time, that is, only during film exposure, rehearsals and setting up of lights.
- There is to be no disturbance of the ground or landscape without prior approval due to sensitive archaeological deposits. No additional structures of any sort are to be erected within or outside of buildings without prior authorisation.
- The Producer shall be responsible for ensuring adequate safety provisions are in place to protect persons and property around the area in which they are executing works in relation to this Agreement.

The use of Remotely-Piloted Aircraft (UAV or 'drones')

- The recreational use of a RPA at any PAHSMA sites is not permitted under the *National Parks and Reserved Land Regulations 2009* (Section 24).
- The commercial use of a RPA will be considered with the provision of evidence of a current Civil Aviation Safety Authority (CASA) RPA operator's certificate (ReOC or the former UOC); and the pilot must hold a remote pilot licence (RePL or the former UAV controller). This requirement applies to all categories of RPA including very small RPA (sub- 2kg category).
- All commercial RPA operators must present a valid certificate of currency for public liability insurance coverage to a minimum of \$20,000,000 with RPA operation noted on the policy.
- As per CASA regulations any RPA's used within the vicinity of Port Arthur Historic Site (including Point Puer) and Cascades Female Factory must not launch if you are aware, or become aware, that manned aircraft are operating to or from the aerodrome/HLS. If you are already flying your drone and become aware that manned aircraft are operating to/from this aerodrome/HLS, you must manoeuvre safely away from the path of that aircraft and land as soon as it is safe to do so.
<http://bit.ly/openskyportarthur>
- Compliance with CASA regulations do not absolve the operator from compliance with any other regulatory requirements that may exist under Commonwealth, State or local law.
- Use of a RPA is not permitted within 30 metres of any of the buildings or ruins at any PAHSMA site.
- Please complete the section on Page 9 should you wish to use a drone onsite during filming and photography.

Behaviour and Material Content

- The conduct of all crew, cast and personnel engaged by the Producer for the film is the responsibility of the Producer. The Authority reserves the right to determine appropriate levels of attire and conduct during filming commensurate with community standards where the image of the Port Arthur Historic Sites may be compromised.
- The Authority will require a Safe Works Method Statement for any activities that may attract a Work Health and Safety concern, and all activities will be required to meet PAHSMA WHS guidelines
- The Authority also reserves the right to refuse application on the grounds of the moral or political content of the film.
- The Isle of the Dead is a cemetery and should be respected as such. All people must stick to paths.
- The sites of the shootings of 28 April 1996 (including the ruin of the Broad Arrow Cafe) should be respected. Any proposed filming associated with the events of 28 April must be identified within the schedule/description of the film, and may be refused.
- All of the Port Arthur Historic Sites are smoke-free. Drinking or eating is not permitted within historic buildings or on verandahs.

Completion of Filming

- At completion of filming an Authority representative together with the location manager will inspect all areas used and will make a condition report which includes a record of any damage attributable to the filming. The location manager is to countersign the record.

Insurances and Indemnities

Prior to commencing filming, the Producer shall take out or maintain the following insurances and provide PAHSMA with evidence of it being in place and current:

- Public risk insurance to cover liability for personal injury or death or property damage arising from any act or omission of the Producer for an amount not less than twenty million Australian Dollars (\$20,000,000). A Certificate of Currency is to be attached with this agreement.
- Professional Indemnity cover to the value of twenty million Australian Dollars (\$20,000,000).
- Workers compensation insurance to cover the Producer against any liability imposed by statute.

The Producer shall indemnify the Authority against any loss or damage to property howsoever arising from any act or omission of the Producer. This shall include, but not be limited to, any damage to building fabric, furnishings, artefacts and landscaping.

Liaison

Prior to the commencement of filming, a liaison officer will be nominated through which all enquiries or requests will be directed.

A liaison officer or delegated representative must be present during all filming operations and the Producer must comply with all directions issued.

If set-up or filming is occurring in more than one place, then the company may be required to cover the costs of an additional liaison officer.

The liaison is not a gofer, runner or middleman. While PAHSMA's Resource Centre may be consulted for information, the Producer is responsible for undertaking its own research – staff time undertaking research on the Producer's behalf will attract fees.

All labour, materials and equipment required for filming is to be provided by the Producer.

A briefing session will take place every morning, preceding the shoot, to update the Liaison Officer on any changes to the given schedule such as wet weather contingencies. If there are major changes to the approved schedule then Authority approval may first be required prior to changes being implemented.

Payment of Fees and Fee Schedule

Fees charged by PAHSMA are streamed directly into conservation management funding for our World Heritage listed sites.

Fees apply to commercial filming (advertisements, feature filming for cinema and television, documentaries and stills photography) intended for commercial use.

At PAHSMA's discretion fees may be exempt for certain productions. This includes those undertaken by Federal or State Government Tourism Departments.

PAHSMA may also require a bond where filming is occurring within historic buildings or there is otherwise a risk of damage to site fabric. The bond will be returned subject to the outcome of the condition report.

Fees are payable in advance and if a bond is required it will also need to be paid before filming may commence.

The fee charged for commercial filming or photography is the sum of two components: a location fee and the cost of compulsory supervision by a PAHSMA representative.

Daily Location Fee:

Exterior only: \$650 per day

Interior: Fee on application

Supervision (based on one liaison officer):

Weekdays: \$75 per hour

Weekends & Public Holidays: \$100 per hour

Additional services requiring access to our expert staff, such as on-camera interviews, off-camera consultation, research, access to collections, historical, archaeological, conservation or heritage advice, will attract additional fees.

Please note that large productions requiring use of the location in excess of three consecutive days will attract additional fees.

The Public

Unless specific approval has been granted, and arrangements have been made to facilitate such action prior to arrival of the crew at the site, the filming is not to interfere with the general access or enjoyment of site visitors.

The Producer has no authority over other site visitors. All directions to visitors shall be made by the Liaison Officer.

Filming of the public and or staff members must be in accordance with the appropriate statutes governing privacy, including explicit written permission.

Provision of copy of final material

The Producer shall supply PAHSMA a digitised copy of the final material as soon as practicable after filming is undertaken.



PORT ARTHUR HISTORIC SITE MANAGEMENT AUTHORITY

FILMING AND PHOTOGRAPHY APPLICATION

Section 1

Name _____

Contact (if different to above):

Person responsible for the film crew whilst on site _____

Organisation _____

Address _____

Phone _____ Fax _____

Mobile _____ Email: _____

Contact details while in the area _____

Section 2

Which Site or Sites do you wish to film at?

Date/s on which you intend to film _____ Arrival Time: _____

Heading/Title and Description of intended production (please ensure you attach a copy of script or associated materials)

Where will the program/film be shown, to what audiences and when?

Why do you need to use the nominated site or sites as a location?

Do you intend to film outside of business hours (8.30 am- 5.30 pm). Include details of time and duration.

Number of people involved on Site. Film Crew _____

Support staff, production etc _____

On camera talent or performers _____

Locations you intend to film _____

Please indicate the nature of filming you plan to be undertaking.

	Interior - natural light		Interior - artificial light		Lighting effects after dark
	Exterior- natural light		Exterior - artificial light		Loud noise
	Raised platform		Aircraft or Remotely Piloted Aircraft		Vehicles
	Boat		Special effects (smoke etc)		Animals
	Others (please specify)				

How will your activities disrupt use of the Site by visitors?

What vehicles will you be using and what access will you require?

Who are you intending to film?

	Actors		Site Staff
	Visitors		Local Residents
	Others (please specify)		

Do you intent to use a drone or other UAV? Y N

If "Yes" are you CASA certified? Y N

RPA operator's certificate (ReOC or the former UOC) Certification Number: _____

You must attach copies of your RPA operator's certificate, remote pilot licence (RePL or the former UAV controller) as well as a current public liability insurance certificate (PLI)

How will the Site benefit from your production, other than from 'free publicity or promotion'?

Do you intend visiting the Site prior to the day/s of filming?

Do you agree to provide PAHSMA with a DVD or other digital copy of the finished work?

Prior to submitting your application, please ensure you have attached the following:

- A précis of the material content or a script
- A detailed schedule including arrival and filming times
- A copy of your Public Liability Insurance Certificate of Currency
- A copy of your CASA certification (if intending to utilise a remotely piloted aircraft)
- A copy of your CASA remote pilot license (if intending to utilise a remotely piloted aircraft)

By signing below, you certify that you have read this agreement and understand the meaning of this agreement you are entering and acknowledge you will abide by the terms and conditions of this contract.

Signed on behalf of _____(applying company):

Name: _____ Date: _____

Signature: _____

PAHSMA Authorising Officer Signature: _____