



## APPLICATION FOR ANNUAL PHOTOGRAPHY PERMIT

If you are planning to undertake still photography in South Australia's parks and reserves for commercial purposes\*, then under Section 35 of the *National Parks and Wildlife Act 1972* and Regulation 37(1)(a) of the *National Parks and Wildlife (National Parks) Regulations 2001* you may require an Annual Photography Permit.

This application is for still photography taken for commercial purposes\* on a small scale^ only. By signing this application the applicant agrees to comply with the conditions and obligations set out within this application. The applicant also acknowledges that DEWNR is under no obligation to accept the application.

\* *Filming or photography is defined as "commercial" when the intention is to promote a product or service and/or achieve financial gain from the filming or photography.*

^ *Small scale activities include a maximum of three people (includes photographer/s and assistant/s) with low-level equipment (i.e. fits in a backpack or on a single tripod) and no props or talent are used.*

Please complete this form and return to:

**Parks Licensing Officer  
Parks Licensing and Events  
GPO Box 1047  
ADELAIDE SA 5001**

Email: [DEWNR.ParksLicensingandEvents@sa.gov.au](mailto:DEWNR.ParksLicensingandEvents@sa.gov.au)  
Enquiries: (08) 8204 9060

### 1. APPLICANT'S DETAILS

Applicant – Name of Organisation or Individual(s) (please include names of all parties subject to the Permit)

#### Applicant Type

Individual/Registered Business    Company    Incorporated Association    Trust    Partnership

#### Trading Name (if applicable)

Australian Business Number (ABN)	Australian Company Number (ACN)
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#### Postal Address

#### Authorised Person

Enter the details of the authorised person completing this form on behalf of the applicant.

First Name	Family Name	Position
<input type="text"/>	<input type="text"/>	<input type="text"/>
Email	Phone Number (landline or mobile)	
<input type="text"/>	<input type="text"/>	

Signature: ..... Name: .....

Position held in company: ..... Date: .....

**Contact Person for Permit Enquiries**

Is the contact person for Permit Enquiries the same as the authorised person above?  YES  NO

If NO, please enter their details below.

First Name	Family Name	Position
Email		Phone Number (landline or mobile)

**2. PURPOSE**

Please outline the main purpose of the photography (e.g. photography of particular wildlife, travel and tourism publications, calendars, postcards)

Please list the parks intended to be visited within the period of the Annual Photography Permit for commercial purposes.

**3. Fees**

The fee for an Annual Photography Permit is \$275.00 (GST inclusive) and the permit is valid for 12 months from the date of issue.

Payment details:

**Cheque or Money Order:**

Please make cheques or money orders out to:

**Department of Environment, Water and Natural Resources** and send to the address at the top of this form. If required, our **ABN is 36 702 093 234.**

**Credit Card:**

If paying by credit card, please provide contact details in the area below.

The Parks Licensing Officer will make contact once the permit has been approved and payment is due.

Please note: DEWNR does not accept Amex or Diners cards:

**Phone Credit Card Payment:**

Authorised person to contact: \_\_\_\_\_ (please print)

Phone Contact: \_\_\_\_\_ or \_\_\_\_\_ (mobile)

#### 4. DEFINITIONS AND INTERPRETATION

- 4.1 Unless inconsistent with or repugnant to the context, the following words shall have the meanings set opposite them respectively:

“Permit Holder” means the Permit Holder named in Section 1;

“Minister” means the Minister for Environment and Conservation and her successors;

“Minister’s Representative” means such person or persons as are from time to time nominated to the Permit Holder as the Minister’s Representative;

“This Permit” means the Permit granted to the Permit Holder by the Minister pursuant to this document;

“Permitted activities” means the activity or activities for which the Permit is granted and all activities necessarily incidental to such activity or activities.

- 4.2 Words importing the singular number shall include the plural and vice versa.
- 4.3 Words importing any gender shall include every other gender.
- 4.4 A reference to a person shall include a reference to a group of persons or a body corporate.
- 4.5 The headings in this Permit application are for the purpose of convenient reference only and shall not affect the interpretation of this Permit application form.

#### 5. PERMIT HOLDER’S GENERAL OBLIGATIONS

- 5.1 The Permit Holder shall use this Permit only for the purpose of undertaking the permitted activities and for no other purpose.
- 5.2. The Permit Holder shall at all times during the term of this Permit comply with and perform the requirements of all laws, statutes, regulations, by-laws, ordinances, rules and other forms of statutory instrument or delegated legislation (including any plan of management from time to time existing in national parks or reserves) applicable to this Permit, to the Permit Holder’s activities on or in the area accessed by the Permit Holder.
- 5.3 The Permit Holder shall not contravene any of the conditions of this Permit or any written instructions from the Minister in relation to this Permit.
- 5.4 The Permit Holder shall, in the course of undertaking the permitted activities, provide and use such safety equipment and take such safety precautions as are reasonably required by the Minister. The Permit Holder shall, to the extent reasonably required by the Minister, caution all persons involved in any activity connected with this Permit (including the permitted activities) about the hazards likely to be encountered in connection with the use of the Permit.
- 5.5 The Permit Holder shall ensure that any agents, staff, employees, contractors or volunteers employed, engaged or used by the Permit Holder from time to time to undertake the permitted activities are sufficiently experienced and competent to perform the duties they carry out or are required to carry out in the course of undertaking the permitted activities.
- 5.6 The Permit Holder and any agents, staff, employees, contractors or volunteers employed, engaged or used by the Permit Holder from time to time to undertake the permitted activities shall, as and when reasonably required by the Minister, undertake

such training and/or accreditation as the Minister reasonably requires in relation to the permitted activities.

- 5.7 Without limiting clause 7.2, the Permit Holder shall indemnify and keep indemnified the Minister, his agents, officers, contractors and servants and the Crown in the right of the State of South Australia from and against all claims, actions, demands, costs, charges and expenses of any kind arising out of or in connection with any misleading or inaccurate photographs, information or material displayed or released to the public by the Permit Holder, its agents, contractors, officers or servants in respect of the permitted activities.
- 5.8 The Permit Holder shall not assign, convey, charge, mortgage, sub-permit, sub-contract or otherwise transfer any of its rights or obligations pursuant to this Permit without the prior written consent of the Minister.

## 6. CONDITIONS

- 6.1 The Permit Holder shall pay all park entry fees to all National Parks and reserves and other areas managed by the Minister where public entry fees apply.
- 6.2 The Permit Holder shall obey all reasonable directions given by an authorised officer appointed under the provisions of the relevant legislation.
- 6.3 The Permit Holder shall at all times conduct their operations in a manner which will protect the experiences of other park users.
- 6.4 The Permit Holder shall not drive or permit an employee to drive a vehicle except on roads constructed for the passage of vehicles with four or more wheels, nor on such roads that are permanently, temporarily or seasonally closed by gates, signs or public notices, unless under conditions approved by the Regional Conservator for that area.
- 6.5 The Permit Holder shall not access known Aboriginal cultural sites without the written approval of the relevant Aboriginal community and the Department of Environment and Natural Resources.
- 6.6 The Permit Holder shall be responsible for the removal of all equipment, rubbish and/or waste associated with undertaking permitted activities.
- 6.7 Parks may be closed without notice to the Permit Holder on days of declared Total Fire Ban, for other circumstances of risk or as part of park management operations (e.g. for feral animal control).
- 6.8 The Permit Holder shall not portray in any photograph produced pursuant to this Permit, any activity or activities which are not permitted in the park or reserve in which the permitted activities are being carried out, including but not limited to, the feeding and handling of native animals.
- 6.9 The Permit Holder shall provide a copy of such photographs, material or information to the Minister upon request.
- 6.10 The Permit Holder shall not disturb any animals or plants, or any Aboriginal, geological or heritage items pursuant to undertaking the permitted activities.
- 6.11 The Permit Holder shall not bring animals into a park or reserve except in recreation parks which allow dogs restrained on leads or on a road or track specifically set aside for the purpose of horse riding.

## 7. RELEASE AND INDEMNITY

- 7.1 The Permit Holder occupies and uses National Parks and reserves and other areas managed by the Minister pursuant to this Permit at the risk in all things of the Permit Holder and releases to the full extent permitted by law the Minister, his agents, officers, contractors and servants, in the absence of any default on their part, from all claims and demands of every kind resulting from any accident, damage or injury to persons or property occurring in or on any area managed by the Minister (including any loss or damage to the personal property of the Permit Holder).
- 7.2 The Permit Holder shall indemnify and keep indemnified the Minister, his agents, officers, contractors and servants and the Crown in the right of the State of South Australia against all actions, suits, claims, demands, liabilities, costs, charges and expenses of any kind in respect of any loss of life, injury to person or damage to property suffered as a result of the use of any area managed by the Minister by the Permit Holder and/or the undertaking of the permitted activities by the Permit Holder or otherwise arising out of or in the connection with this Permit except where such loss of life, injury to person or damage to property is caused by any neglect, default or omission of the Minister, his agents, servants or contractors.

## 8. DEFAULT / TERMINATION

if:

- 8.1 the Permit Holder commits or permits a breach of this Permit, and following the giving by the Minister of written notice of such breach to the Permit Holder, the Permit Holder fails to remedy such breach within the reasonable time specified in the notice; or
- 8.2 the fees payable by the Permit Holder pursuant to this Permit or any part of such fees shall be unpaid for a period of fourteen (14) days after notice has been given to the Permit Holder that such fees are outstanding;

then the Minister may terminate this Permit by notice in writing to the Permit Holder and as at the date of such notice this Permit shall absolutely cease and determine. Termination of this Permit by the Minister shall be without prejudice to any right of action or remedy of the Minister in respect of any antecedent breach by the Permit Holder.

## 9. MISCELLANEOUS

- 9.1 Any consent, notice or thing which pursuant to this Permit is required or permitted to be given, done or performed by the Minister may for the purposes of this Permit be properly given, done or performed by the Minister's Representative.
- 9.2 Nothing contained in this Permit shall be deemed or construed to constitute either party to be a partner, joint venturer, employee, employer, principal, agent, trustee (whether express or constructive), beneficiary, fiduciary, borrower, lender or representative of the other party. In this regard, the Permit Holder shall not hold itself out as or in any way represent itself as an employee or agent of the Minister or of the Department of Environment and Natural Resources.
- 9.3 This Permit does not grant any proprietary interest in any area managed by the Minister nor does this Permit grant exclusive access to any park or other area managed by the Minister.

