



**PERMIT APPLICATION**  
**COMMERCIAL IMAGE CAPTURE AND USE**  
(FILMING, PHOTOGRAPHY, ARTWORK, OR SOUND RECORDING)

If you want to capture an image in the park, please fill out all parts of the application.

If you want to use an existing image, you do not need to fill out Part 3 of the application.

Before completing this application form, please read and be familiar with the *Uluru-Kata Tjuta National Park Guidelines For Commercial Image Capture, Use And Commercial Sound Recording*. By completing this application you and all proposed permit holders agree that if a permit is issued, the permit holders will act in accordance with the Guidelines and with the permit conditions.

Overseas film-makers, please note that the *Migration Act 1958* requires you to obtain an appropriate temporary residence visa: either a Media & Film Staff (subclass 423) or an Entertainment Visa (subclass 420). For further information visit [www.immi.gov.au](http://www.immi.gov.au) or contact the Sydney Entertainment Processing Centre at [entertainment.visas@immi.gov.au](mailto:entertainment.visas@immi.gov.au) to ascertain which visa is appropriate.

**PART 1 – Permittee and Contact Details (to be completed by all applicants)**

**1a. Details of Proposed Permit Holder/s**

Full name/s:


For companies or other registered bodies please provide ACN or registration number

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Business or Trading Name/s used (if applicable):

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Postal Address

Country:
Zip/Post Code:

Tel:
Mob:
Fax:
Email:

**1b. Details of Person Completing Application**

Full Name:

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Relationship to Proposed Permit Holder/s:

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(eg. self, contractor, employee)

Postal Address:

Country:
Zip/Post Code:

Tel:
Mob:
Fax:
Email:



**PART 3 – Details of image capture (to be completed by those visiting the park)**

**3a. Proposed image capture activities**

- Film                                       Still photography                                       Artwork  
 Sound recording                                       Other .....

**3b. Proposed dates to capture images in UKTNP**

*(filmmakers please note that generally a maximum of two (2) days within the Park are allocated for film crews, see 5.3 of the Film and Photography Guidelines)*

From:        /        /                                      To:        /        /

**3c. Pre-activity briefing**

**(i)** Has the permittee and permittee's staff made arrangements to view the media briefing DVD prior to commencing activity in the Park?

*(refer to 3.16 & 3.17 of the Guidelines for Commercial Image Capture and Sound Recording and Commercial Image Use)*

- No     Yes

**(ii)** If you answered No please state the preferred date and time to view the DVD at the Park

*(please note that media briefings are held Monday to Friday, during normal business hours, see section 3.16 of the Guidelines for Commercial Image Capture and Sound Recording and Commercial Image Use)*

Date:        /        /                                      Time: .....

**3d. Proposed image subjects and locations**

**(i) Proposed subjects**

- Landscapes     Flora (plants)  
 Fauna (birds, reptiles etc)     Aboriginal rock art/paintings  
 Aboriginal people     Other (please specify) .....

**(ii) What location/s within UKTNP do you propose to capture?**

**Uluru (Ayers Rock)**

- Liru Walk  
 Mala Walk  
 Uluru Base walk  
 Mutitjulu Waterhole Walk  
 Uluru Ring road  
 Uluru Bus Sunset Viewing Area  
 Uluru Car Sunset Viewing Area  
 Cultural Centre carpark

**Kata Tjuta (the Olgas)**

- Wałpa (Olga) Gorge Walk  
 Kata Tjuta Dune Viewing Area  
 Kata Tjuta Sunset Viewing Area  
 Valley of the Winds carpark  
 Other areas  
(please specify) .....

**3e. Proposed aerial image capture over UKTNP?**

- None     Uluru     Kata Tjuta

**3f. Is assistance required from UKTNP staff?**

*(please note all film crews will be accompanied whilst in UKTNP)*

- No  Yes *(please specify)* .....

**3g. Do you require assistance from Anangu (traditional owners)?**

- No  Yes *(please specify)* .....

**3h. Impacts on the environment**

No Yes

Will this activity result in the death or injury of any native plants or animals?

Will the activity involve taking, trading, keeping or moving a native plant or animal?

Will the activity cause any damage or destruction of a nest or dwelling place?

Is any off-track walking, off-road driving or roadside stopping proposed?

**3i. Vehicles to be used in the Park**

Please indicate which of the following type of vehicle will be used, and details (if known):

Tour Vehicles *(name of operator, and vehicle details)* .....

Hire Vehicle *(name of hirer, and vehicle details)* .....

Own Vehicle *(make, model, and registration number)* .....

**3j. Film crew details**

Filmmakers please specify:

Number of persons in film crew \_\_\_\_\_

Number of cameras to be used \_\_\_\_\_

## **PART 4 – Permit Conditions**

### **CONDITIONS OF PERMIT**

#### **COMMERCIAL IMAGE CAPTURE AND/OR USE (FILM, PHOTOGRAPHS, ARTWORK, OR SOUND RECORDING)**

**Contravention of a Permit condition is an offence and may also result in suspension or cancellation of the Permit.**

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#### **General Conditions for all Permittees**

1. The Permittee must comply with the Guidelines and the Agreement.
2. The Permittee cannot transfer this Permit to another person or group, except in accordance with regulation 17.11 of the Regulations.
3. The Permittee must not conduct the Permitted Activity before the date of commencement shown on the Permit.
4. The Permittee must comply with the Act, the Regulations, the Management Plan, these permit conditions, and any other notices, information, guidelines, codes of conduct or protocols issued by, or under the authority of, the Director relating to the Park.
5. The Permittee must hold all licences and authorities required by law for the conduct of the Permitted Activity, and comply with all Commonwealth, State or Territory laws relating to activities that are the subject of, or ancillary to, this Permit.
6. If the Permittee is a company or other incorporated body, the Permittee must not have as a director or office holder a person who has been convicted of an offence against the Act or the Regulations within the previous five years.
7. The Permittee's staff must not include any person who has been convicted of an offence against the Act or the Regulations within the previous five years.
8. The Permittee must take all reasonable steps to ensure that the Permittee's staff are fully informed of, and understand, these permit conditions before they commence taking part in the Permitted Activity.

#### **Specific Conditions for Image Use**

9. The Permittee must not use images of Aboriginal people without the written consent of the individuals concerned.
10. Where images are to be used for advertising or promotion, or include images of the north-east face of Uluru, rock art, or Anangu, the Permittee must only use images that have been provided to and approved by the Director.

#### **Specific Conditions for Image Capture**

11. The Permittee must carry this Permit and these conditions, or a copy of them, while conducting the Permitted Activity.
12. The Permittee must only capture images at or of the locations and sites within Uluru - Kata Tjuta National Park as specified in the Permittee's application, or as otherwise approved by the Director.
13. The Permittee must not capture images of Aboriginal people without the written consent of the individuals concerned.
14. The Permittee must not:
  - a. pick fruits, flowers or branches, or otherwise damage any native plants;
  - b. interfere with, feed, handle or disturb any native animal, or damage or disturb a nest or dwelling place of a native animal;
15. The Permittee will make good, or meet the Director's reasonable costs of making good, any damage to the Park, to the extent that the damage was caused or contributed to by:
  - (a) the conduct of the Permitted Activity; or
  - (b) a breach of the permit conditions by the Permittee.
16. If required by the Director, the Permittee must not conduct the Permitted Activity unless the Permittee holds a policy of public liability insurance sufficient to cover any liability the Permittee may have to third parties, or to the Director,

under the Agreement, and in any case for an amount of not less than \$10 million in respect of any single event, with an insurer that is licensed by the Australian Prudential Regulation Authority or approved by the Director.

*Note: The Director does not generally require public liability insurance to be held by individual photographers or small film crews.*

17. If public liability insurance is required under condition 16, the Permittee must provide a certificate of currency for the policy of insurance evidencing that the policy covers all the Permittee's activities in the Park before the Permittee commences to conduct the Permitted Activity.
18. The Permittee must take all reasonable steps to avoid risks to the health and safety of the Permittee's staff and other persons in the Park.
19. If the Permittee or any of the Permittee's staff is killed, seriously injured, becomes seriously ill or goes missing while in the Park, a member of Park staff must be notified as soon as possible and the Permittee, and the Permittee's staff must comply with any requests or directions from Park staff in relation to the safety of that person or any other person.
20. The Permittee must carry out the Permitted Activity in such a manner as to cause the least possible environmental impact on the Park.
21. The Permittee must use only the Public Areas in the Park unless specifically authorised by this or another permit.
22. The Permittee and the Permittee's staff must drive, ride or tow a vehicle only on public access roads and not on any road or track, nor enter an area by any means, that is permanently, temporarily or seasonally closed or restricted by gates or signs unless specifically authorised by this or another permit.

## Interpretation

In these conditions, unless the contrary intention appears:

**Act** means the *Environment Protection and Biodiversity Conservation Act 1999* and includes any Act that amends or replaces it.

**Agreement** means the agreement signed by or on behalf of the Permittee as part of the Permittee's permit application.

**Director** means the Director of National Parks, and includes any statutory successor to the Director and the Director's delegates.

**Guidelines** means the Uluru - Kata Tjuta National Park Guidelines for Commercial Image Capture and Sound Recording and Commercial Image Use.

**Management Plan** means the management plan in operation from time to time for the Park under the Act.

**Park** means the named Commonwealth reserve for which this Permit is issued.

**Park staff** means a servant or agent of the Director performing duties in relation to the Park.

**Permitted Activity** means the activity or activities for which this Permit is issued.

**Permittee** means the person (individual, company or other incorporated body) or group to whom this permit is issued and includes, where the context permits, the Permittee's staff.

**Permittee's staff** means the Permittee's employees, contractors and other agents who take part in the Permitted Activity.

**Regulations** means the *Environment Protection and Biodiversity Conservation Regulations 2000* and includes any Regulations that amend or replace them.

The singular includes the plural and vice versa.

Where a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning.

Where one of the words 'include', 'including' or 'includes' is used, the words 'without limitation' are taken to immediately follow.

Where the word 'must' imposes an obligation on a person to do or not do something, the obligation is taken to mean that the person must take all reasonable steps to do or not do the thing.

*Note: Permit conditions may be varied, revoked or new conditions imposed in accordance with r17.09 of the Regulations. The Director may decide to vary or revoke the conditions or impose new conditions, but must do so where it is necessary to make sure that the matters or circumstances the Director is required to be satisfied about when issuing the permit continue to apply.*

## PART 5 – Declaration and Deed of Agreement (to be completed by all applicants)

On behalf of myself and each proposed permit holder I (FULL NAME) .....  
hereby -

**DECLARE** as follows-

1. Neither I, nor any of the proposed permit holders, have been convicted<sup>1</sup> of, or are subject to proceedings for, an offence under:
  - (a) the EPBC Act or Regulations
  - (b) another law of the Commonwealth or a State or Territory about the protection, conservation or management of native species or ecological communities;
  - (c) section 6<sup>2</sup> of the *Crimes Act 1914* or sections 11.1, 11.4 or 11.5<sup>3</sup> of the Criminal Code in relation to an offence under a law mentioned in a) or b) above; or
  - (d) a provision of a law of a State or Territory that is equivalent to a provision mentioned in (c) above.
2. Each proposed permit holder has read and understood the Uluru-Kata Tjuta National Park Guidelines For Commercial Image Capture, Use And Commercial Sound Recording, and the Permit Conditions in Part 3 of this application.
3. The media briefing DVD has or will be viewed by the permit holder(s) prior to commencing activity in the Park.
4. I am authorised to complete this application on behalf of all proposed permit holders.
5. The information and statements contained in this application are correct to the best of my knowledge.

**AND AGREE-**

6. In consideration of the permit applied for being issued:
  - (a) the Permittee(s) will, and will take all reasonable steps to ensure that the Permittee's staff, at all times hereafter comply with the Guidelines and the conditions subject to which the Permit is issued to the Permittee;
  - (b) if the Permitted Activity includes the capture and/or use of images of Aboriginal people the Permittee(s) will not capture or use those images without the written consent of the individuals concerned;
  - (c) the Permittee(s) release the Director of National Parks, the Commonwealth of Australia, and their servants and agents ('the released parties') from all and any claims which the Permittee(s) might at any time thereafter have or have had against the released parties in respect of any injury, loss or damage which may be suffered by the Permittee(s) in the course of the Permitted Activity, except to the extent that any act or omission involving fault on the part of the released parties contributed to the relevant injury, loss or damage; and

<sup>1</sup> Part VIIC of the *Crimes Act 1914* includes provisions that, in certain circumstances, relieve persons from the requirement to disclose spent convictions and require persons aware of such convictions to disregard them.

A person is taken to have been convicted of an offence if, within 5 years before the application is made, the applicant:

- a) has been charged with, and found guilty of, the offence but discharged without conviction; or
- b) has not been found guilty of the offence, but a court has taken the offence into account in passing sentence on the applicant for another offence.

<sup>2</sup> Section 6 of the *Crimes Act 1914* deals with being an accessory after the fact.

<sup>3</sup> Sections 11.1, 11.4 and 11.5 of the *Criminal Code* deal with attempts to commit offences, inciting to or urging the commission of offences by other people and conspiracy to commit offences.

(d) the Permittee(s) indemnify and will keep indemnified the Director of National Parks, the Commonwealth of Australia, and their servants and agents ('the indemnified parties') against all actions, proceedings, claims or demands brought against the indemnified parties in respect of any injury, loss or damage arising out of

- (i) a breach of the permit conditions by the Permittee(s) or their staff; or
- (ii) an act or omission involving fault on the part of the Permittee(s) or their staff in carrying on the Permitted Activity,

except to the to the extent that any act or omission involving fault on the part of the indemnified parties contributed to the relevant liability, loss or damage.

**SIGNED, SEALED AND DELIVERED**

Full Name: .....

Signature: .....

Date / /

In the presence of

Full name of Witness: .....

Signature: .....

Date: / /

