




# Application for Filming and/or Photography Media

Request for access and permission to film or photograph  
Queensland Rail Travel long distance services and stations

Contact Information			
Name:		Phone Number:	
Company / Business Name:		ABN / ACN:	
Email:			
Website:			
Address:			
Certificate of Currency:	Please provide a copy of your Certificate of Currency		

Media Activity Request			
Your preferred date/s of travel / activity:			
Which train/s would you like to include:			
Locations required: <i>(Include the station; platform; train etc.)</i>			
Number of crew on site and travelling including talent:			
Equipment to be used on site: <i>(Please provide a list of all equipment)</i>			
Filming; photography requirements: <i>(please attach or outline the film summary or shot list)</i>			
On Air / Production Date:			
Audience Profile: <i>(Description of audience; age; estimated number of viewers; readership)</i>			
Digital Channels:			
 Website/Blog URL:		Monthly unique visits:	
 Facebook URL:		Number of Facebook fans:	
 Instagram Handle:		Number of Followers:	
Examples of similar productions:	Please provide at least two of your most recent production work.		

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These conditions are provided for film and or photography shoot media when seeking access to Queensland Rail Travel Long Distance and Tourism train services, in which are part of Queensland Rail property and assets. The conditions outlined in this document provide the general background information for media producers and should not be treated as formal Terms and Conditions, a draft of the Licence for Filming and Photography which available at the [Queensland Rail Travel website](#), will be issued and once executed both parties are bound by these terms and conditions.

## 1) Application

- a) Each request is considered on its purpose and merit. There are no guarantees of permission being granted. Safety is Queensland Rail Travel's priority and this will guide our decision whether or not to allow the request, or the controls and conditions that may apply. Applications will also be considered having regard to the benefits for Queensland Rail and your alignment with our brand and values.
- b) Applications for filming and photography are for the intent of promoting travel and tourism. Any requests outside of this may be directed to Queensland Rail Media team at the discretion of Queensland Rail Travel.
- c) Queensland Rail Travel requires a minimum notification period from date of application request before proposed media activity. Permission for travel is subject to availability and meeting requirements. Requests received for inside the timeframes indicated will be considered, but not guaranteed.

Media Type	Minimum Notification
Small Film   Photograph crew size (up to 4)	10 working days
Medium Film   Photograph crew size (up to 10)	14 working days
Large Production and or drone requests	35 working days

- d) All applications will require the following information:
  - A certificate of currency for a minimum of \$20 million public liability insurance; or \$25 million public liability for requests including the use of Drone (RPAS)
  - Full list of equipment that will be brought on site including height and length specifications
  - Full synopsis of the production; planned shots including external footage
  - The dates, times and locations for the filming or photography activity including Recce and Filming dates
  - Examples of recent production work
  - Any other information we may reasonably require to assess your application
- e) Requests to interview employees must be provided in the initial application with an example of the questions that will be asked. Interviews must be approved by the applicable Manager and agreed upon by each individual employee. It is at the discretion of the Queensland Rail Travel appointed supervisor to determine when and if the interview may take place due to operational requirements.
- f) Queensland Rail Travel reserves the right to change the timing or location of any permission it has granted to the Media to use or access any of Queensland Rail's assets due to circumstances beyond the control of Queensland Rail. If Queensland Rail's premises or assets become unavailable or unsuitable due to an emergency event, or for operational reasons, Queensland Rail may immediately suspend the Producer's right to access and use the premises or the assets for a particular period as notified by Queensland Rail.
- g) The Producer may only vary the dates and times with the written permission of Queensland Rail. Permission will not be unreasonably withheld but may, solely at the discretion of Queensland Rail attract an additional fee or cost of travel.

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## 2) Insurance

The Applicant must provide and maintain a public risk insurance policy which covers the Licensee and Queensland Rail for their respective rights and interests in respect of their liability to third parties for loss of or damage to property (including use of property which has not been physically damaged or destroyed) and death of or injury to any person.

The Certificate of Currency for public risk insurance must:

- provide cover of at least AUD \$20,000,000 (\$25,000,000 in the case of a RPAS (drone) application) or such greater sum as the parties agree upon from time to time;
- include coverage in respect of injury or death of any person as well as loss or damage to any property.
- be taken out with an insurer licensed to carry on business in Queensland;
- include a cross liability clause and cover such risks and contain such conditions, endorsements and exclusions as are reasonably acceptable to Queensland Rail and its insurer

## 3) Safety and Security

- a) It is the priority of Queensland Rail Travel to ensure the safety of all Queensland Rail employees, customers and visitors to Queensland Rail property. Media personnel will be monitored for compliance by Queensland Rail and any non-compliance may result in the immediate cessation of the media activities.
- b) As a visitor to Queensland Rail, you may be required to partake in a safety briefing and or visitor induction prior to any media activity taking place. The Producer must ensure all crew personnel are aware of the important Safety Guidelines and Requirements whilst filming on Queensland Rail Property including at stations, platforms and when travelling on board our services.
- c) All activities undertaken on or using Queensland Rail's assets comply with all applicable laws and safety regulations and standards. Therefore, the Producer must ensure that all aspects of its project and the Producer's Personnel comply with all relevant laws and safety regulations and standards. Any non-compliance may result in the immediate cessation of the filming activities.
- d) Depending on the nature of the filming and requirements, the Producer may be required to attend a site inspection and provide input into the risk assessment. The Producer may be required to provide a safety report in regard to the proposed project in accordance with the relevant film and television codes and occupational, health and safety laws, regulations and standards and Queensland Rail policy.
- e) The Producer must at all times while utilising Queensland Rail's assets comply with all relevant security policies and procedures of Queensland Rail and with all instructions given by Queensland Rail representatives.
- f) The Producer must not allow any unauthorised person to access any of Queensland Rail's assets.
- g) Queensland Rail may also, if it deems necessary, require that registered security guards of its choice be on location at all times during production set up and pack up, as well as during the filming or photography activity. The cost of these security guards will be at the Producer's expense and will be agreed to prior to commencement of filming.

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## 4) Conduct and Responsibility

- a) The Producer and personnel coming onto Queensland Rail property must ensure that at all times to comply with:
- all relevant laws, regulations, standards, industry codes and Queensland Rail policy, including but not limited to Fitness for Work Alcohol and Other Drugs Management Standard; Fatigue Management; Code of Conduct; Environment Policy
  - the Filming Agreement;
  - the Special Conditions of Use; and
  - any directions, instructions or procedures given or provided by Queensland Rail or Queensland Rail Staff or any authorised representative of Queensland Rail.
- b) The Producer will not portray Queensland Rail as endorsing or supporting any product or service or any views, opinions, attitudes or ideas suggested, conveyed, advertised, canvassed, depicted or otherwise expressed, without prior written consent from Queensland Rail.
- c) All media personnel must whilst on Queensland Rail property and assets must conduct themselves in a courteous manner at all times and are considerate of the needs of Queensland Rail's customers, staff and the general public. Queensland Rail will not take any responsibility for misconduct or poor behaviour of any of the Producer's personnel.
- d) Ensure that Queensland Rail's customers, staff and the general public are treated in a positive manner under any circumstances media should not approach Queensland Rail's customers or the general public whilst on Queensland Rail's assets without the permission of Queensland Rail.
- e) Must not do, or allow to be done, any act that is likely to disturb, annoy or create a nuisance for Queensland Rail or Queensland Rail's customers, staff, tenants, neighbours or the general public.
- f) No tape, adhesive, nails, tacks or other substances or materials are to be affixed to any surface (either interior or exterior) without prior authorisation from Queensland Rail. Any of Queensland Rail's assets or any fittings, furnishings or objects not belonging to the Media, must not move without the prior consent of Queensland Rail.
- g) Keep at all time, noise levels to a reasonable level and immediately cease using any equipment or activity if Queensland Rail determines that the noise is excessive or has the potential to disrupted other customers, affect the safety or amenity of Queensland Rail's operations or public announcements.
- h) All persons have a General Environmental Duty. This means that when carrying out an activity you must take all reasonable and practicable measures to prevent or minimise environmental harm.
- i) The Producer must not move any of Queensland Rail's assets or any fittings, furnishings or objects not belonging to the Producer without the prior consent of Queensland Rail.
- j) The Producer must not:
- place, cover or install any advertisements;
  - advertise or promote any product, service or charity;
  - conduct any promotion or sampling; or
  - distribute any newspapers,
- on any of Queensland Rail's assets or property without the written consent of Queensland Rail.

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## 5) Equipment

- a) All equipment brought onto Queensland Rail Property and Assets must be pre-advised to Queensland Rail Travel and confirmed to ensure equipment meets safety requirements and excessive equipment will not cause disruption or a hazard to Queensland Rail customers and employees.
- b) Any equipment brought on site that is deemed unsafe and/or not listed by Queensland Rail, will not be able to be used.
- c) Queensland Rail accepts no responsibility for damage to, or loss of, any equipment brought onto, or left on, Queensland Rail's assets by the Producer or the Producer's personnel, prior to, during or after filming or photography.
- d) Reasonable care must be taken at all times when setting up and dismantling equipment, to ensure the safety of persons and the protection of Queensland Rail's assets. All power leads from equipment must be secured by an appropriate method that does not entail taping or affixing to any surface (including external surfaces) unless otherwise instructed to do so by Queensland Rail.
- e) It is the responsibility of the Media to supply all necessary equipment including all lighting and power leads and to ensure they are tagged and tested (and valid) by a qualified electrician. Queensland Rail is not required to provide access to the power supply, water or any other utilities.

## 6) Induction and Safety briefing

Queensland Rail Travel may appoint a representative to meet the Producer prior to any media activity taking place. This is to ensure any required local induction, equipment inspection and safety briefing takes place prior.

Depending on the media requirements, Queensland Rail may appoint a Queensland Rail Representative as the primary point of contact and at the discretion of Queensland Rail, a staff representative may be present during production set up, pack up, as well as travel with the crew during the filming or photography activity.

## 8) Cost

A fee and or cost of travel may be applicable when accessing Queensland Rail property or assets commercial media activity. These fees and cost of travel are negotiable depending on particular circumstances of each request. Any other fees that are considered necessary by Queensland Rail and that are set out in the Filming License. All media personnel travelling will require a valid ticket for travel that is issued and provided in the confirmation details.

## 9) Permission

- a) Queensland Rail Travel will advise the Producer whether the Application is accepted (subject to entry into a Filming Agreement) or rejected, and whether any additional conditions are required or extra information needs to be supplied. Negotiation and finalisation of a Filming and/or Photography Agreement, to be entered into by Queensland Rail and the Producer, will then take place.
- b) A Licence for Filming and/or Photography will be issued which outlines the Terms and Conditions whilst on Queensland Rail Property and Assets for commercial purposes. Once executed both parties are bound by these terms and conditions.

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- c) A Permission to Enter Premises – Entrants Deed of Indemnity, Release and Discharge form to be signed by all media personnel prior to entry and media activity commencing.
- d) Any issues in relation to the content of the media activity or how it is going to be used, which could be considered sensitive or offensive by Queensland Rail, may in its sole discretion, refuse to grant the Media permission to access or terminate access if it considers that Queensland Rail's reputation could be harmed by the content or subject matter of the proposed filming or photography activity including but not limited to sensitive or offensive issues would include nudity, violence, drug use or content with political or racial implications.
- e) Permission is granted and provided in writing by Queensland Rail Travel to share social media posts and use applicable tags based on any planned social media activity.
- f) Footage and images of Queensland Rail's premises or assets may only be used for the purposes stated in the Application. Unauthorised use of images is not permitted under any circumstances.
- g) Queensland Rail may request copies of images taken by you or filming recordings to keep in our image library.
- h) Where any Queensland employees or customers are to be filmed, prior consent must be obtained and a consent form must be signed.
- i) The Media License will terminate on the date agreed by parties or may terminate on another date if a termination event arises as set out in the Licence.