

**BY-LAW 13 FILMING & PHOTOGRAPHY PERMIT APPLICATION
GARIG GUNAK BARLU NATIONAL PARK**
Territory Parks and Wildlife Conservation By-Laws

**Parks and Wildlife Commission
of the Northern Territory**

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Please allow 5 working days for processing

NAME OF APPLICANT	
NAME OF BUSINESS <i>Please provide ABN or ACN number</i>	
ADDRESS OF THE APPLICANT	
TELEPHONE	
EMAIL OR FAX NUMBER	
PARK OR RESERVE	Garig Gunak Barlu National Park
SPECIFIC LOCATION / SITE FOR ACTIVITY	
DESCRIPTION OF ACTIVITY	
PROPOSED COMMENCEMENT TIME AND DATE	
PROPOSED FINISHING TIME AND DATE	
EMERGENCY CONTACT NAME AND PHONE NUMBER	
REGISTRATION NUMBERS OF VEHICLES TO BE USED	
FEES	As per the Garig Gunak Barlu (Cobourg) National Park Photography and Filming Guidelines
CONDITIONS:	A Certificate of Currency will be required prior to issuing of the Permit (as per condition 2(a) and (b)).

The Parks and Wildlife Commission adheres to the Northern Territory Government Privacy Statement, which can be found at:
<http://www.nt.gov.au/ntg/privacy.shtml>

CONDITIONS

In consideration of the Commission granting to the Applicant a By-law 13 Permit the Applicant hereby agrees as follows:

1. The Applicant enters the Park/Reserve entirely at his/her own risk and the Commission and the Cobourg Peninsula Sanctuary and Marine Park Board ("the Board") and the Cobourg Peninsula Sanctuary Land Trust ("the Land Trust") accept no liability whatsoever for any loss, damage, injury of whatsoever nature to the Applicant or to any other person arising as a result of or in connection with the presence of the Applicant on the Park.
2. The Applicant shall:
 - (a) indemnify, and keep indemnified the Board, the Land Trust, the Northern Territory of Australia ("the Territory"), the Commission and its employees and agents against all claims, demands, loss or damage to property or injury to or death to any person arising as a result of or in connection with:
 - (i) the breach by the Applicant or the neglect or failure of the Permit Holder to observe or perform and fulfil any of the conditions contained herein; or
 - (ii) the conduct of activity by the Applicant while on the Park.
 - (iii) the presence of the Applicant at the Park.
 - (b) effect and keep effected a comprehensive "all risks" liability policy inclusive of public liability and claims arising out of this Permit extended to include the Commission, the Board and the Land Trust in any single event not less than ten million dollars (\$10,000,000) which policy shall be endorsed to include the indemnity given by the Applicant herein and provide evidence to the Commission that such insurance has been effected.
 - (c) if so directed by the Commission, reimburse the Commission for any cost of search or rescue incurred by the Commission arising out of or in connection with the conduct of the activity or the presence of the Applicant on the Park.
 - (d) comply with all regulations or rules made by the Commission and all Statutes, By-laws and Regulations in force in the Northern Territory in respect of the Park.
 - (e) in the conduct of the Operation, and if involving tours then on each tour, the Applicant shall provide reasonable first aid facilities and a person who is currently qualified in first aid according to standards set by the Red Cross Society or St John Ambulance Australia, Northern Territory from time to time.
 - (f) take adequate equipment which shall include a first aid kit, water, food for the safe conduct of the activity.
 - (g) not drive nor permit to be driven any vehicle within the Park other than on the designated roads or on such other areas as the Senior District Ranger or the Commission may approve.
 - (h) ensure that nothing is left in the Park which, in the opinion of the Commission, may constitute a fire hazard, health hazard or a danger to persons, plants or animals.
 - (i) not light any fires nor permit any fires to be lit other than in Commission approved fireplaces or as otherwise approved by the Senior District Ranger.
 - (j) obey all reasonable directions given by an officer of the Commission.
 - (k) not do nor permit to be done anything in the Park which is noisome, offensive or a nuisance or annoyance to persons including other permit holders and users of the Park.
 - (l) the Commission may give the Applicant reasonable directions in relation to any advertising and signs for the Operation which advertising shall be in harmony with the purpose of the Park.
 - (m) make good any damage of whatsoever nature and howsoever occurring to the Park which results from the activity or the presence of the Applicant on the Park, as soon as practicable. If the Applicant fails to make good such damage to the satisfaction of the Commission then the Commission may cause to have the damage repaired and may recover the costs of so doing from the Applicant as a debt due to the Commission.
 - (n) carry the issued permit at all times while on the Park.
 - (o) Special Conditions:
 - (i) Access only those parts of the Park described by this permit.
 - (ii) For each tour the Applicant shall employ, for a minimum of 1 day, an Aboriginal guide, subject to availability.
 - (iii) The Applicant shall not enter upon nor in any way interfere with any Sacred Site, and shall at all times respect and observe all due solemnity in respect of a Sacred Site.
 - (iv) Where the Applicant enters upon or undertakes any activity which damages a Sacred Site, the location of which the Applicant has been advised or could reasonably expect to have knowledge, then the Applicant shall:
 - a) pay to the Board compensation for any anxiety, anguish, distress, injury, affront or trauma, whether spiritual, physical or emotional, caused to any Aboriginal as a result of the entry or damage; and
 - b) reimburse the Board for the reasonable cost incurred by the Board in restoring the Sacred Site.
3. This Permit shall not confer upon the Applicant exclusive right to possession of the whole or any part of the Park nor does it confer upon the Applicant a right of renewal of this Permit.
4. The Commission reserves the right to provide further rules during the term of the Permit when such rules are necessary, in the opinion of the Commission in its absolute discretion, to address any safety, environmental or operational concerns of the Commission. The Applicant shall comply with any such rules.

I/we have read the condition of this Application as set out above and agree to abide by and comply with all the conditions above and any special conditions which the Commission may impose as part of the approved permit issued.

SIGNED By: _____
(This acknowledgement is to be signed by the applicant for the permit, or if the applicant is a company or other body, by its duly authorised officer)

DATE: / / 20