

January 2025

OLD TREASURY BUILDING



FILM AND PHOTOGRAPHY GUIDELINES

The Old Treasury Building Reserve
Committee of Management Inc.

January 2025

OLD TREASURY BUILDING

The guidelines and conditions contained in this document should be read thoroughly prior to completing and returning the attached Application for Filming and Photography (the “Application”).

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BACKGROUND AND PURPOSE

The Old Treasury Building Reserve Committee of Management encourages filming and photography at the Old Treasury Building (OTB). This document outlines the process applicable to filming and photography on site and outlines OTB's objectives, guidelines, and fee structures.

An [Application Form](#) to facilitate these activities is available online.

1.1. Key Objectives

OTB's key objectives are:

- To minimise the impact of filming and photography on visitors and tenants;
- To protect the physical assets of the OTB;
- To maximise the positive image and promotion of the OTB; and
- To ensure filming and photography is undertaken efficiently for the Applicant but with minimal disruption to the operations of the OTB.

1.2. Context and Scope

The scope of this document covers the filming of areas within the OTB under the control of the Old Treasury Building Management, which includes but is not limited to buildings (interior and exterior), open public space, exhibits, objects on display, and artefacts. Permission to film inside tenancies will need to be sought directly from the tenant. Filming means filming and photography in any form including both still prints and motion footage.

1.3. Contact Details

For further information please contact:

Old Treasury Building
20 Spring Street
EAST MELBOURNE VIC 3002
Phone: +61 3 9651 2233
Email: film@otb.org.au

2. GUIDELINES AND CONDITIONS

The following guidelines and conditions have been developed to ensure OTB's key objectives are achieved. Adherence to these will promote a positive outcome for both OTB and the Applicant.

2.1. Notice

An application for filming or photography must be made using the Application form attached to this document. A minimum of seven (7) days' notice is generally required however, approval may be given with less than seven days' notice in special circumstances.

2.2. Filming and Photography Locations

The proposed location/s and desired areas must be identified clearly in the Application. Filming beyond those areas detailed in the Location Agreement may occur only with the prior written approval of OTB, which shall be given or withheld in OTB's absolute discretion.

The official names of the OTB should be properly used. OTB and any relevant tenant prior to the fictional representation must approve any occasion where the proper names are not used.

2.3. Insurances

All applicants are required to provide evidence of appropriate Public Liability and Property Damage insurance as set out in sub-clauses 2.3.1 and 2.3.2 of this document. Approval for filming or photography will be withdrawn if the necessary documentation is not provided at least two (2) business days before the proposed commencement date stated in the Application.

All insurance policies must be procured from insurers acceptable to OTB and must include or be subject to such terms and conditions required by OTB acting reasonably.

2.3.1. Public Liability

The Applicant must provide a Certificate of Currency, noting the interests of OTB, for Public Liability Insurance of not less than AUD\$20,000,000.

2.3.2. Property Damage

The Applicant must provide a Certificate of Currency, noting the interests of OTB, for Property Damage insurance to the value of Applicant's equipment and other belongings.

2.3.3. Indemnity

The Applicant will indemnify, and keep indemnified, OTB against all actions, proceedings, costs, claims, and demands, which may be brought or made against OTB in respect of personal injury or damage to property arising directly or indirectly out of the activities in connection with the filming and photography.

The Applicant shall indemnify OTB against all liabilities resulting from the activities of any employees, agents, sub-contractors, or other third parties for whom they are responsible.

2.4. Working with the public

Disruptions to OTB's tenants, patrons, and normal functions must be kept to a minimum. Detailed activities of desired filming and photography locations must be stated on the Application so that the potential impact on tenants, patrons, and normal functions may be considered and if necessary alternate options developed and agreed.

The Applicant must nominate a representative to liaise with OTB to ensure that the tenants, patrons, and OTB's employees are treated respectfully and that all employees, cast, and crew of the Applicant conduct themselves with courtesy, sensitivity, and consideration of the needs of the public, tenants, staff, and other visitors to the OTB.

2.5. Smoking

Smoking is NOT permitted in any internal area of the OTB, including the steps and plaza levels located at the front of the building.

2.6. Cast and Crew Responsibility

The conduct and behaviour of all cast and crew members is the responsibility of the Applicant. OTB is not responsible for misconduct or poor behaviour on the part of any cast or crew member.

2.6.1. Child Safe Policies

All cast and crew members must abide by the OTB's Child Safe Policy. For filming during the museum's opening hours, cast and crew members may also be asked to provide evidence of a Working with Children Check or equivalent.

2.7. Physical Assets

All physical assets are to be treated with the utmost care. No tape, adhesive, nails, tacks or other substance or material is to be affixed to any surface (either interior or exterior) without prior authorisation from OTB.

2.7.1. Equipment

OTB accepts no responsibility for damage to, or loss of, any equipment brought onto or left at the OTB, prior to, during, or after filming.

All power leads from equipment must be secured with sandbags or other appropriate method if necessary but not taped or affixed to any surface, (including external surfaces), unless otherwise instructed to do so by OTB.

It is the responsibility of the Applicant to supply all necessary equipment including all lighting requirements and power leads, etc. and for large productions the Applicant may be required to provide its own utility services.

Care must be taken at all times when setting up and dismantling equipment.

2.7.2. Sound

Sound vibration from equipment and noise levels generally must be kept to a reasonable level as determined by OTB at all times.

2.7.3. Removal, disturbance or relocation of property

No museum signs, fittings, objects on display, furnishings, or OTB artefacts not belonging to the Applicant are to be moved without the prior consent of OTB. Some furniture and signage cannot be moved.

2.7.4. Site Inspection

At the conclusion of filming the Applicant will in a timely manner ensure that all the OTB property is appropriately reinstated and that all of the Applicant's property and all rubbish is removed from the site. Prior to the departure of the Applicant, OTB (together with a representative of the Applicant), will undertake a site inspection to ensure compliance with this clause.

A report, to be signed by both OTB and the Applicant's representative, must be completed so that action may be taken immediately to address any areas of concern.

2.8. Safety

OTB requires all productions to strictly adhere to the current Occupational Health and Safety Act.

2.9. Use of Images

Images of the OTB may only be used for the purposes stated on the Application. Unauthorised use of images is not permitted under any circumstances.

2.10. Digitally altering images

Unless approved in writing by OTB, digitally altering any image of any part of the OTB or any property belonging to the OTB is not permitted.

All alterations permitted under this clause must be done in such a way as to represent faithfully the colours and features of the OTB.

2.11. *Parking, production, and technical space*

Requests for the parking of **essential vehicles only** can be made direct to the Manager of OTB on 03 9651 2233. Parking is limited on site and is not guaranteed. At least seven (7) days' notice is required for parking applications.

The thirty (30) minute delivery bays can be used for loading and unloading of equipment only, the bays are located to the south side of the building. Other use of these parking bays will be up to the discretion of the Manager of OTB. Parking for all non-essential vehicles is available in Spring Street.

The Applicant will be liable for the payment of any parking infringements incurred whilst on location at the OTB.

2.12. *Compensation for damage or loss*

The Applicant will be liable for all reasonable costs and full compensation for any loss or damage incurred by OTB. OTB will report any damage to the Producer within fourteen (14) days of completion of filming.

In the case of loss or damage to works of art, OTB artefacts, objects on display, other items of value, or physical assets, the Applicant will accept the decision of an expert nominated by OTB and appointed by agreement between OTB and the Applicant with respect to the cost of making good any damage or the amount of compensation payable.

2.13. *Copyright*

Whilst giving permission to film on-site, the OTB does not warrant copyright clearance. All items to be filmed must be listed on the Application so that copyright investigations may take place at the Applicant's expense. Any items not listed on the application may not have copyright clearance and will not be able to be filmed. OTB will inform the Applicant if copyright clearance is denied on any items as soon as possible.

2.14. *Signing of Documentation*

An authorised representative of the Applicant must sign all documentation including the Application and any damage reports completed reasonably by OTB.

2.15. *Supervision*

OTB will appoint a supervisor as the primary point of contact for location filming and photography at all times during production set up, pack up, as well as during filming or photography.

The role of the supervisor is to ensure that the agreed guidelines and conditions are followed, and to ensure the safety and the integrity of the premises and their contents.

2.16. *Security*

OTB may also, if it deems necessary, request Applicant to have a registered security guard on location at all times during production set up and pack up, as well as during filming. The cost of

security will be at the Applicant's expense. Wilson Security, the Treasury Reserve Security, have on-site security guards and require at least twenty-four (24) hours' notice for booking.

2.17. Failure to comply with these guidelines/conditions

The failure to comply with these guidelines and conditions may result in the OTB terminating the Location Agreement at any time, in which event any rights of the Applicant to film at the OTB shall immediately cease.

The OTB will not be liable to the Applicant or any third party for any loss, damage, or injury directly or indirectly arising from the termination of the Location Agreement under the provisions of this clause.

If the OTB terminates the Application pursuant to this clause, the Applicant agrees not to use any image obtained prior to the termination without the written consent of the OTB.

3. FEES

The fee structure and subsequent pricing policies for filming of or at the OTB is set out below.

3.1. Fee structure

OTB's representative will determine the appropriate fee in consultation with the Applicant.

All fees are in AUD and include GST and the cost of any extra supervision, security and cleaning as deemed necessary by OTB and pre-agreed with the Applicant. These costs shall be at the Applicant's expense.

A fee to return to the location after filming has been completed will be negotiated on an individual basis.

3.2. Fees

A fee must be negotiated and agreed upon by both OTB and the Applicant, prior to the signing of any Location Agreement. The Applicant will be invoiced and required to pay fees within seven (7) days of receiving the invoice from the OTB.

3.3. Additional costs

Additional costs to the Applicant may include supervision, security, cleaning, or other administration charged hourly.

3.4. Fee Waiver

Fee waivers **may** apply in the following circumstances:

- Promotion of the OTB to significant tourist markets;
- General promotion of the OTB;
- Student films and photography;
- Documentaries and educational films; or
- Projects related to charitable or civic activities.

If location fees are waived, charges may still be payable for additional costs such as security, cleaning, supervision, and the moving or relocation of physical items. All Applicants seeking to have fees waived must attach a written submission to the Application stating the rationale for the fee waiver request.

3.5. *Cost to close down site*

If the site or a section of the site is to be closed down for filming purposes, the following will be taken into account in determining the fee:

- Lost capacity of the site;
- Lost revenue; and
- Visitor inconvenience.

Fees applicable to closing down a part of the site will include satisfactory compensation for the OTB and its tenants based on the above three aspects assessed on a case-by-case basis. It is recommended that filming and photography requiring a part of the site to be closed down be scheduled outside of the OTB's peak hours of operation.