



## Campbell Rhododendron Gardens

### **GARDEN VENUE HIRING FOR WEDDING PHOTOGRAPHY OR COMMERCIAL PHOTOGRAPHY/FILMING**

#### **Terms and Conditions**

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##### **Opening Hours:**

- The Entrance Gates are opened to vehicles from 9:00am all year round, and are locked at 6:00pm in spring and summer and at 4:00pm in autumn and winter. We are open at all times for pedestrian access, every day of the year.

**Wedding Photography:** Only the wedding party is permitted to attend, and we request a **Donation of \$5.00 per person**, payable please to the Campbell Rhododendron Gardens. Payments may be made by cash, cheque, or direct deposit into our account (see Bookings online).

**Commercial Location Photography or Filming:** Application must first be made to us at the BMRS, and permission is at our discretion. However, depending on the nature of the shoot, you may be required to apply to the Blue Mountains City Council for permission and paperwork.

##### **Booking:**

- All bookings are subject to availability of the Gardens.
- The Gardens cannot be closed to the public, so you may need to manage this and work around our visitors.
- Setting up time and packing down time is to be included in the window of time you have booked. Please adhere to these times.
- Campbell Rhododendron Gardens are not liable for circumstances beyond our control such as: COVID-19 restrictions, weather-related issues, flood, fire, acts of nature, road closures or technical problems with transport and energy supply, which may affect the facilities. Should the Gardens be closed due to any such unforeseen events, we shall have to cancel your booking. Campbell Rhododendron Gardens will refund any monies you have paid, but we will not be liable for any direct or indirect loss that you, the Hirer, may have incurred due to the cancellation..
- The Terms and Conditions are subject to change at any time.

##### **Responsibility:**

- **Insurance:** The photographer in charge must be fully insured for the nature of the work, and a copy is required with this application. Paperwork must also be available on site during the shoot, for presentation if requested.
- **Fire:** Due to the nature and potential dangers related to an open fire, no fires are permitted on any account.
- **Noise:** You, the Hirer, and your staff /assistants /guests, must please adhere to the Protection of the Environment Operations (Noise Control) Regulation 2008 which sets limits on the level of noise emissions from musical instruments or amplified sound.
- **Grassed area:** No stakes or sharp objects can be driven into the grass as there is a danger of piercing the irrigation system.

Also, heavy equipment, structures, or furniture must not be placed on the grassed area, under any circumstances. Campbell Rhododendron Gardens endeavours to protect the grass so it is aesthetically pleasing for all guests.

- **Aerial photography:** Drones may only be flown in the Gardens by a licensed, professional photographer, having obtained prior permission from the Management Committee.
- **Damage:** You, the Hirer, are responsible for the conduct of any assistants /visitors /guests you bring during the hire period, and for any damage caused by any person during the photoshoot. Campbell Rhododendron Gardens hold important plant collections and the cost of any damage will be charged to you.
- **Rubbish removal:** The Management Committee will ensure the site you have chosen is tidy and clean. Please remove any rubbish, or leftover food and drink, from the site on the day, and the area be left as immaculate as you found it..

**Lost Property:**

- The Management Committee cannot take responsibility for any lost property belonging to you, the Hirer, and your assistants /visitors /guests. Any items left behind after your shoot will be held by the Management for 6 weeks. After this time it will be donated to charity or disposed of. If the Management Committee is required to return any found items to you this will incur a postal charge.

**Liability:**

- Persons enter Campbell Rhododendron Gardens at their own risk. Campbell Rhododendron Gardens are not liable for any injury suffered by you, the Hirer, or other persons hired, or invited by you to the Property, and arising from participation in any relevant activities on the Property.
- You, the Hirer, or any other person directly or indirectly associated with you, indemnifies Campbell Rhododendron Gardens against any claims, losses—personal property being lost, stolen, damaged or destroyed—costs and expenses, personal injury, death or permanent disability, arising from your use of the Property.

**Agreement:**

- You, the Hirer, by making application for a photoshoot/filming in the Campbell Rhododendron Gardens, agree that these Terms and Conditions apply to all bookings.

Company Name: .....

Name (CAPITAL LETTERS): .....

Signed: ..... Date: .....

# PHOTOGRAPHY IN GARDENS APPLICATION

WEDDING / COMMERCIAL / FILMING (Circle option)

## APPLICANT'S DETAILS

Name: .....

Company or Group Name: .....

Telephone: (Including Code) ..... Mobile: .....

Address: (Number, Street, Suburb, Postcode) .....

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Purpose of Shoot /Title: .....

Booking Day and Date: .....

Booking Start time: .....am/pm Booking End time: .....am/pm

Shoot Director on the day: .....

Number of Crew / Cast / Party: .....

Equipment / Props to be used: .....

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Selected Location for Shoot (if appropriate): .....

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Company Name: .....

Name (CAPITAL LETTERS): .....

Signed: ..... Date: .....