

ZEITZ MUSEUM OF CONTEMPORARY ART AFRICA FILM & PHOTOGRAPHY INFORMATION

Thank you for considering the Zeitz Museum of Contemporary Art Africa (Zeitz MOCAA) as a location for your shoot. Before you submit your application, please review the below information carefully.

Applications & process

Applications for media covering exhibitions at the Zeitz MOCAA must be directed to the Communications Department on communications@zeitzmocaa.museum. For commercial productions where Zeitz MOCAA acts only as a location or where the use of a model is required, must be directed to Nina@nvdproperty.co.za. Please note all applications must be accompanied by a full shot list and brief detailing the look and feel of the shoot.

Applications only refer to Zeitz MOCAA interior spaces as a location. All applications for exterior shoots need to be directed to Tammy at the V&A Waterfront Permit Office on filmshoots@waterfront.co.za

Operations & limitations

As Zeitz MOCAA is a fully operational museum from Mondays to Sundays, 10h00 – 18h00. The Zeitz MOCAA representative (NVD TEAM) will advise on best availability or any changes to operational hours.

Costs & payment

The starting costs for shoots at Zeitz MOCAA are (exclusive of VAT):

Photographic

Stills | Stills & Video (handheld)

- R 25 000,00 per 4 hours, include setup and strike. (06h00 – 10h00) – AM Slot
- R100 000,00 per 4 hours, include setup and strike. (18h00 – 22h00) – PM Slot
- SoMe – quote per brief based on number of pax & equipment
- Rates exclusive of VAT

Production, filming and other

- R 100 000,00 per 4 hours, include setup and strike. (06h00 – 10h00 / 18h00 – 22h00)
- R 25 000,00 per hour, minimum of 4 hours required.
- Museum closing fee – R400 000 ex vat (10h00 – 18h00) – Shoot fee will be charged over and above
- Museum closing is subject to approval
- Rates exclusive of VAT

These rates are subject to change and based on final brief.

Additional Fees:

- Surcharge of R30 000,00 ex vat per hour (0-60 minutes) applicable on shoots that run later than their allocated / booked time.
- Zeitz MOCAA curator and security personnel to be on-site during shoots.
- Refundable breakage deposit of R 20 000,00 for stills shoots and R 50 000,00 for film shoots.
- Please expect refundable deposits to be paid back within 14-20 business working days.

Zeitz MOCAA reserves the right, in its sole and absolute discretion, to decline a shoot application without prior notice.

APPLICATION FORM

To be completed and submitted by all parties who wish to conduct shoots (stills, video, film) within the areas administered by the trustees for the time being of the Zeitz MOCAA Foundation ("Zeitz MOCAA")

Return completed form and indemnity to email: **Nina@nvdproperty.co.za**

Note: Potential applicants are encouraged to dialogue with the Zeitz MOCAA team at a pre-application stage to determine each party's needs and expectations, time frames, and approvals. Zeitz MOCAA will preliminarily pencil in bookings, which will automatically lapse after a 48-hour period. Applicants must complete the official application form below and submit this document, where possible, 14 days before the intended shoot date along with detailed information about the shoot to facilitate the decision-making process across affected departments.

<u>DATE OF APPLICATION:</u>		Phone Number	
Applicant's Name		Facsimile Number	
Address (physical address in South Africa)		Mobile Number	
		Email Address	
		Production Manager / Director's Name	
Company Name		Assistant's Name	
Company VAT No		Location / Unit Manager's Name	
Company Registration No		Title of Production	
<u>TYPE OF PRODUCTION/SHOOT ("the Production"):-</u>		Total number of persons on Location: cast & crew	
☐ TV Movie		Shoot Starts Date & Time	
☐ Series		Shoot Ends Date & Time	
☐ Commercial		Total number of hours required to complete the shoot & clear the area	
☐ Stills Photography			
☐ Documentary			
☐ OTHER (supply details):			

— — — GIVE A BRIEF DESCRIPTION BELOW OF WHAT THE SHOOT ENTAILS & WHERE IT IS BEING USED (Print medium or Television programme). — — — PLEASE ATTACH A FULL PROPOSED SCHEDULE WITH SUGGESTED LAYOUTS ON THE SITE FOR THE APPLICATION TO BE SUCCESSFUL (This is compulsory)	Please advise how many vehicles will be arriving on site (drop and go). Zeitz MOCAA does not validate parking. Parking tickets can be arranged at additional cost if required. Contact Penny Randall should you wish to make offsite parking arrangements.	
Name / Description of Location Required (attach photo of site you have in mind for the shoot) ("the Location")		
Do you require catering area? ☐ YES ☐ NO How many people to be seated in catering area? _____ Do you require green room? ☐ YES ☐ NO How many? _____ How many people per green room? _____		
COST TO BE DETERMINED ONCE ALL INFORMATION HAS BEEN RECEIVED FROM THE APPLICANT & LAYOUT OF THE SHOOT IS RECEIVED. NO ENTRY TO SITE WILL BE ALLOWED UNTIL FULL PAYMENT IS MADE		
SET ACTIVITIES (circle yes or no)	If yes, attach details / drawings	Comments / Details
Will members of public be interviewed	Yes No	
Construction required	Yes No	
Generators to be used	Yes No	
Animals / birds / plants	Yes No	
Special Effects / Guns / Explosives NO SMOKE OR HAZE ALLOWED	Yes No	
Motor vehicle / cycle action sequence	Yes No	

Dangerous substances	Yes	No	
Other (Brief Explanation)	Yes	No	
Security Officer(s) required	Yes	No	

I, _____, in my capacity as the duly authorised representative of the Applicant herein, acknowledge having read the 'Standard terms and conditions' attached hereto and agree that by my signature I render the Applicant legally bound in the event the Access Agreement is granted by Zeitz MOCAA.

Signed at _____ (place) on _____ (date) for and on behalf of the Applicant, who warrants authorisation of the signee.

NOTE:

- Applications require a minimum of 14 **days for processing**, applications must be received during ZEITZ MOCAA Office hours.
- Applicants must ensure that information provided on the Application form is accurate and that relevant **support documents** are provided. **Incomplete forms cannot be processed, and will add to the time delays**

ANNEXURE “A”

TERMS AND CONDITIONS

1.1 OBLIGATIONS

Applicants are not permitted to:

- 1.1.1 engage in any shoots or generally do anything that will in any way damage the image, good name and/or reputation of Zeitz MOCAA;
 - 1.1.2 interview members of the public, unless permission is given in writing by Zeitz MOCAA and the individual concerned has agreed to conduct such interview;
 - 1.1.3 harass or interfere with members of the public or cause obstructions in public areas;
 - 1.1.4 have private security at the shoot, unless Zeitz MOCAA consents to same in writing;
 - 1.1.5 alter Zeitz MOCAA 's property; and
 - 1.1.6 have any open fires or braais on Zeitz MOCAA 's property.
- 1.2 The Applicant acknowledges and understands that Zeitz MOCAA only permits the Applicant to make use of the Location (as set out in the Application Form) for the Production. The Applicant is not permitted to make use of any other location within Zeitz MOCAA, without the prior written consent of Zeitz MOCAA. Further, should the Applicant wish to make use of any of the Victoria and Alfred Waterfront's ("the V&A") tenant's leased premises for the Production it is the responsibility of the Applicant to first obtain the written permission from such tenant and/or the V&A Waterfront.

2 COSTS AND PAYMENT

- 2.1 The starting costs for shoots at Zeitz MOCAA are (exclusive of VAT):
- 2.1.1 **Photographic – Stills | Stills & Handheld Video**
- R 25 000,00 per 4 hours, include setup and strike. (06h00 – 10h00)
 - R 100 000,00 per 4 hours, include setup and strike. (18h00 – 22h00)
- 2.1.2 **Personal Photography (i.e. wedding, engagement, maternity shoots)**
- Zeitz MOCAA is available as an exclusive location for personal photography.
 - The museum can be booked any day of the week between 08h00 - 10h00 or 18h00 – 20h00.
 - Location fee: R 5 000,00 per hour, subject to availability and T&C's.
- 2.1.3 **Production, filming and other**
- R 100 000,00 per 4 hours, include setup and strike. (06h00 – 10h00 or 18h00 – 22h00)
 - R 25 000,00 per hour, minimum of 4 hours required.
 - If you require additional hours – can look at prep 18h00 – 22h00 and come back to shoot 06h00 – 10h00. Please discuss logistics with the NVD Team.
- 2.1.4 **Additional Fees:**
- Surcharge of R30 000,00 per hour (0-60 minutes) applicable on shoots that run over their allocated/booked time.
 - Zeitz MOCAA curator and security personnel to be on-site during shoots. This will be billed at an additional R2 000,00 for four hours per personnel required
- 2.2 The refundable breakage deposit of R20 000 for stills shoots and R50 000 for film shoots. Please expect refundable deposits to be paid back within 14-20 business working days.
- 2.3 Once the Application has been approved Zeitz MOCAA will invoice the Applicant for the fee for the use of the Location. This fee must be paid in full in order to secure the date and before the commencement of the Production, failing which the Applicant shall not be permitted to make use of the Location.

2.4 Rates are subject to change and based on final brief.

3. BREACH

Should the Applicant commit a breach of this Agreement Zeitz MOCAA is entitled, without prejudice to any other rights it may have in law, to immediately stop all activities and cancel this Agreement.

RULES AND REGULATIONS; LICENCES / PERMITS AND APPLICABLE LAWS

- 3.1 The Applicant (and its contractors) shall at all times comply with the provisions of all relevant legislation and regulations, including but not limited to, the provisions of the Occupational Health and Safety Act (as amended from time to time).
- 3.2 The Applicant shall be liable for obtaining all necessary licences and permits pertaining to the City of Cape Town Regulations.
- 3.3 The Applicant shall not contravene or permit the contravention of any applicable law or the conditions of any licences or permits.

4. INSURANCE

- 4.1 The Applicant shall obtain and maintain, at its sole cost and expense suitable and adequate insurance cover, including but not limited to Public Liability Insurance, in the amount of no less than R 10,000,000.00 (ten million rand) per incident and proof to be provided within 2 (two) days of the Filming Permit being granted by Zeitz MOCAA.
- 4.2 The Applicant shall on request from Zeitz MOCAA furnish Zeitz MOCAA with a certificate from its insurers confirming such insurance cover.
- 4.3 The Applicant shall not do anything that will detrimentally affect Zeitz MOCAA's own insurance cover. It is recorded that under no circumstances will the Applicant be covered under Zeitz MOCAA's insurance.
- 4.4 It is agreed that:
 - 4.4.1 any failure by the Applicant to procure or maintain the insurance cover referred to above in sub-clause 4.1; or
 - 4.4.2 any failure by the Applicant to procure or maintain adequate insurance cover to cater for its liabilities and exposures in terms of this agreement; or
 - 4.4.3 any repudiation (whether in whole or in part) by the insurer of a claim under the relevant insurance policy; or
 - 4.4.4 any liability, loss or damage for which the Applicant is responsible and liable in terms of this agreement is not covered by the said insurance cover, shall not release the Applicant from the full extent of its liability to Zeitz MOCAA or any third party for any loss, damage, injury or death arising out of or in any way related to or in connection with the service or the business being conducted by the Applicant and/or arising out of or in connection with any act or omission on the part of the Applicant, its employees or contractors and the Applicant agrees to indemnify Zeitz MOCAA from any claims in this regard.

5. INDEMNITY

- 5.1 The Applicant hereby indemnifies and holds harmless Zeitz MOCAA, their officers, employees and/or agents from and against any and all claims, actions, losses, damages, liabilities or expenses which they or their employees may suffer as a result of any occurrence in, upon, at or around Zeitz MOCAA or any parts thereof, unless caused by the negligence of Zeitz MOCAA, its employees, officers or agents.
- 5.2 The Applicant hereby indemnifies and holds harmless Zeitz MOCAA, their officers, employees and/or agents from and against any and all claims, actions, losses, damages, liabilities or expenses arising out of or in any way related to or in connection with the Production by the Applicant and/or arising out of or in connection with any act or omission on the part of the Applicant, its employees or contractors, unless caused by the negligence of Zeitz MOCAA, their employees or agents.
- 5.3 In the event that Zeitz MOCAA shall, without fault on their part, be made a Party to any litigation commenced by or against the Applicant, then the Applicant shall indemnify Zeitz MOCAA and hold it harmless against all claims and (without prejudice to any other rights Zeitz MOCAA may have in law) shall pay all costs, expenses and legal fees (including without limitation attorney and client fees) incurred or paid by Zeitz MOCAA in connection with such litigation.

6. DAMAGE TO ZEITZ MOCAA'S PROPERTY

The Applicant shall be liable for any and all damage caused to Zeitz MOCAA's property howsoever arising from or out of any occurrence connected with the Production, whether occasioned wholly or in part by any act or omission, or the negligence or gross negligence of the Applicant, their officers, employees, agents, suppliers, or contractors.

7. EXPEDITED DISPUTE RESOLUTION

- 7.1 Zeitz MOCAA may refer any dispute arising out of this Agreement to arbitration. For the purposes of this clause a dispute shall include, but not be limited to, a claim arising out of this Agreement, the rights and duties of any party, or the interpretation of this Agreement.
- 7.2 The parties recognize and agree that any dispute between them should be resolved as expeditiously as possible. The dispute shall be finally resolved in Cape Town in English, in accordance with the Arbitration Foundation of Southern Africa ("AFSA") Rules for Expedited Arbitrations or, if AFSA has ceased to exist, the Arbitration Act, No 42 of 1965. The arbitrator shall be appointed by AFSA.
- 7.3 The parties agree that the arbitrator's award can be made an order of court at the election of either party. The party wishing to make the award an order of court shall bear the costs of same.
- 7.4 This provision will continue to be binding on the parties notwithstanding any termination or cancellation of this Agreement.
- 7.5 Nothing herein contained shall be deemed to prevent or prohibit a party to this Agreement from access to an appropriate court of law for –
 - 7.5.1 interim or urgent relief in form of an interdict mandamus or order for specific performance pending the outcome of an arbitration in terms of this clause or in respect of such an arbitration;
 - 7.5.2 any other form of relief on the basis of facts which are not disputed;
 - 7.5.3 payment of any amount due in terms of this Agreement; or
 - 7.5.4 an order for payment of a liquidated amount in money on the basis of facts which are not bona fide in dispute at the commencement of such proceedings.

- 7.6 Should Zeitz MOCAA consult its attorneys, or institute action against the Applicant, in order to enforce any terms of this Agreement, then without prejudice to any other right which Zeitz MOCAA may have, Zeitz MOCAA shall be entitled to recover from the Applicant all legal costs reasonably incurred by it, including but not limited to its attorney's fees as between attorney and own client, tracing fees and such collection commission as Zeitz MOCAA may be obliged to pay to its attorneys, and the Applicant waives taxation thereof according to any prescribed tariff.

8. JURISDICTION

The Parties hereto consent to the jurisdiction of the Magistrate's Court in respect of any dispute or claim arising out of this Agreement. Notwithstanding the aforementioned, nothing herein shall be so interpreted as to preclude a Party from instituting proceedings in the appropriate High Court.

9. CONTRACTORS

Should the Applicant appoint any contractor in respect of the Production in terms of this Agreement, the Applicant shall take responsibility for all acts and omissions of such contractors, shall ensure that such contractors comply with all the provisions of this Agreement and the obligations and responsibilities in terms hereof and shall indemnify Zeitz MOCAA from any loss or liability arising from any acts or omissions of such contractors unless caused by Zeitz MOCAA's negligence or wilful misconduct.

10. STRUCTURES, SET UP AND BREAKDOWN

Should the Applicant erect any structures in respect of the Production they must adhere to all safety processes and procedures set out in the Safety Requirements attached hereto as Annexure "B".

11. DOMICILIUM AND NOTICES

- 11.1 The Parties choose their *domicilium citandi et executandi* ("**domicilium**") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement as follows –

Zeitz MOCAA:

ZEITZ MOCAA
 Cape Town
 8001
 Email Nina@nvdproperty.co.za

The Applicant – as per Application Form

- 11.2 Each of the Parties shall be entitled from time to time by written notice to the other to vary its domicilium to any other physical address within the Republic of South Africa; its email address and/or its telefacsimile number.
- 11.3 Any notice given by either Party to the other ("**addressee**") which –
- 11.3.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
 - 11.3.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved by the addressee to have been received by the addressee on the 4th (fourth) day after the date of posting;
 - 11.3.3 is sent by facsimile or email to the particular addressee's domicilium for the time being shall be rebuttably presumed to have been received by the addressee on transmission thereof.

12. CONFIDENTIALITY

All Parties shall keep confidential all information entrusted to them and which may come into its possession in the course of negotiations, and as contained in this Agreement and none of the Parties shall disclose it to any third party without the prior written consent of the other Parties, unless such information has come into the public domain as a result of litigation.

13. ANNOUNCEMENTS

Neither Party shall disclose or publish any part of the details related to the services or the object of this Agreement to a third party, without the prior written consent of the other Party. Any public announcement or press release should be subject to a prior written approval of both Parties.

14. UNCONTROLLABLE EVENT (FORCE MAJEURE)

- 14.1 In the event that either Party shall be delayed, hindered in or prevented from doing or performing any act or thing required hereunder by reason of an Uncontrollable Event, then that Party shall not be responsible for such delays and the doing or performing of such act or thing shall be excused for the period of delay, and the period for the performance of any such act or thing shall be extended for a period equivalent to the period of such delay.
- 14.2 The purposes of this provision an "**Uncontrollable Event**" means any circumstance beyond the reasonable control of either Party including (without limitation) flood, fire, earthquake, war, restrictions by any relevant authority, acts of God, strikes, lockouts, casualties, labour difficulties, inability to procure materials, failure of power, applicable laws, riots, insurrection, accidents against which reasonable prudence could not have provided, or any act or omission on the part of a third party.

15. INTELLECTUAL PROPERTY

- 15.1 The contents of the Agreement shall not be construed as permitting the Applicant to use any of the intellectual property or branding of any one of Zeitz MOCAA in a manner other than those and under the conditions envisaged in this Agreement. No provision in this Agreement shall be construed as any member of Zeitz MOCAA waiving any of its intellectual property rights. The Applicant shall not have the right or permission to continue using Zeitz MOCAA's intellectual property or branding after the termination of the Agreement.
- 15.2 Zeitz MOCAA confirms that it shall have no claim, right and/or interest in or to the Production. All rights to the Production shall rest wholly in the Applicant.

16. SPECIAL NATURE OF ZEITZ MOCAA

- 16.1 As Zeitz MOCAA is a fully operational museum, all shoots at Zeitz MOCAA, unless otherwise advised upon, can only take place before or after operating hours Mondays to Sundays, 8 am – 9:30 am and 6:30 pm – 11pm. Hours stipulated include setup and strike.
- 16.2 Additionally, other limitations on location/venue availability may be put in place. these include but are not limited to public and religious holidays such as Christmas, New Year, Easter, Freedom Day, Heritage Day, etc.; Museum-mandated events such as Africa day, first Fridays and museum night; and private events.

17. PROTECTION OF PERSONAL INFORMATION

- 17.1 It is recorded that during the course of this Agreement, the Parties will be processing Personal Information for each other as specified in this Agreement. The Parties agree that in processing such Personal

Information, to comply with the provisions of the Protection of Personal Information Act 4 of 2013.

- 17.2 The Parties may with the knowledge and consent of the other Party process and use such Personal Information for the purpose of fulfilling its obligations under this Agreement.
 - 17.3 The Parties must treat the Personal Information that comes to its knowledge as confidential and must not disclose it unless required by law or in the course of the proper performance of its obligations and then only with the prior written consent of the other Party.
 - 17.4 The Parties shall limit access to the Personal Information only to those employees who need to know in order to enable it to perform its obligations under this Agreement.
 - 17.5 Upon termination of this Agreement or upon request a Party shall return to the other Party any record containing, pertaining or relating to the Personal Information disclosed pursuant to this Agreement. Alternatively, a Party shall, at the instance of the other Party, destroy such material and shall satisfy that Party that it has done so.
 - 17.6 The Parties agree that it shall be accountable at all times to the other Party in processing Personal Information.
 - 17.7 The Parties indemnifies each other and holds each other harmless against any loss, liability, damage or expense of any nature suffered or incurred by a Party (and all costs incurred by it in connection therewith, including legal costs on an attorney and own client scale) which may accrue against or be charged to or be recovered from or sought to be recovered from that Party arising from the other Party's breach of its obligations to such Party in terms of this Agreement and/or the other Party's negligent or intentional conduct in relation to the it's processing of the Personal Information.
- 18. GENERAL**
- 18.1 This Agreement constitutes the sole record of the Agreement between the Parties in regard to the subject matter thereof. If any ancillary documents are concluded after this Agreement which may be in conflict to this Agreement, then this Agreement shall take precedence.
 - 18.2 No Party shall be bound by any representations, express or implied term, warranty, promise or the like not recorded herein or reduced to writing and signed by the Parties or their representatives.
 - 18.3 No addition to, variation, or agreed cancellation of this Agreement shall be of any force or effect unless recorded in a written document and signed by or on behalf of the duly authorized representatives of the parties. For the purposes of this clause, a "written document" shall exclude any written document that is in the form, either wholly or partly, of a data message as defined in the Electronic Communications and Transactions Act 25 of 2002, and "signed" shall mean a signature executed by hand with a pen and without any electronic process or intervention.
 - 18.4 No indulgence that any Party may grant to any other shall constitute a waiver of the rights of the grantor.
 - 18.5 All provisions and the various clauses of this Agreement are, notwithstanding the way they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement that is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegally, unlawfulness or for any other reason whatever, shall in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.
 - 18.6 The Applicant shall not be entitled to cede any of their rights or to delegate any of their obligations under the Agreement without the prior written consent of Zeitz MOCAA.

- 18.7 This Agreement shall be governed by and interpreted under the laws of the Republic of South Africa.
- 18.8 The Parties agree that in the event that Zeitz MOCAA determines, in its sole and absolute discretion, that there is a serious threat to Zeitz MOCAA and/or the Applicant or any other persons, Zeitz MOCAA shall be entitled to immediately stop all filming for as long as the threat persists. It is agreed that the Applicant shall not be entitled to any compensation or damages of whatsoever nature in such event, provided that Zeitz MOCAA was not negligent in stopping the filming.
- 18.9 The Applicant acknowledges that electricity points may be inaccessible within specific spaces and, if required, the Applicant may have to supply its own silent generators.
- 18.10 The Applicant agrees that lighting within the Location's Gallery spaces will not be turned up or down, and flash photography and additional lighting is strictly prohibited, unless prior written consent is obtained from Zeitz MOCAA and, where this has been approved, is to be orientated away from artworks where possible.

ANNEXURE “B”

SAFETY REQUIREMENTS

The Applicant (and its contractors) shall, ensure that all relevant and applicable legislation are complied with, including but not limited to, the City of Cape Town Events By-Laws, Safety at Sports and Recreational Events Act, Tobacco Products Control Act, Occupational Health & Safety Act and Disaster Management (as amended or updated from time to time).

Without limiting the generality of a foregoing, the Applicant shall ensure that the following are complied with:

1. Set Up and Breakdown may only commence within the agreed upon times or as otherwise specified by Zeitz MOCAA. A full production schedule for the set up and breakdown to be provided for the written approval of Zeitz MOCAA.
2. A Zeitz MOCAA representative and security personnel, and a production/location/unit manager must be present to ensure all areas are adequately cordoned off during set-up and breakdown, so as to ensure no access of unauthorized personnel and safety of public. All plans to be provided detailing areas to be cordoned off and marshalled must be included in the production schedule.
3. A qualified Safety Officer to be appointed by the Applicant for the duration of the film / photographic shoot if the film shoot is longer than 4 hours, including the build-up and breakdown of the film / photographic shoot.
4. For a shoot longer than four hours, the Applicant agrees that an appropriate Emergency Care Practitioner who meets the standards of the Health Professions Council of South Africa will be on stand-by and that any other shoot must have an approved first aid kit on set that will be available at all times for use by a qualified First Aider or Emergency care Practitioner.
5. In the event of the removal/alteration of signage, the Applicant acknowledges that this is the responsibility of Zeitz MOCAA and the cost of this will be for the Applicant where allowed. Furthermore, the Applicant acknowledges that no removal/alteration of signage pertaining to exhibition signage will be allowed and that all signage must be removed within 24 hours of the shoot subject to Zeitz MOCAA's removal of the signs and at the expense of the Applicant.
6. The Safety Officer to ensure he/she is in possession of a safety file with all relevant documentation throughout the film / photographic shoot. A copy of all documentation in the file to be provided to Zeitz MOCAA.
7. The Safety File must include:
 - Fire Plan;
 - Safety Training;
 - Scaffolding Certificate;
 - Scaffolding Training First Aid Requirements;
 - Certificates of Competent Person/s;
 - Letter of Good Standing by the Department of Labour;
 - Public Liability Insurance;
 - Registration with the Department of Labour;
 - Events Permit; and
 - Such additional documentation as may be required.
8. Copies of all licenses, permits and certificates, such as but not limited to City Permit, BDM Certificate, and Structural Engineer's Certificate, are to be provided to Zeitz MOCAA.
9. The erection of any Temporary Structure will require the appointment of a Registered Person and plans and layouts indicating the position of all proposed sets, structures, facades, furniture, stage fire escapes and fire details must be provided to Zeitz MOCAA beforehand.

10. A site and layout to be provided and plans must indicate the position of all proposed structures, the positions of tables, chairs, stage fire escapes and fire equipment details.
11. All cables to be covered with cable trunk. The use of duct tape on any floor in the museum is strictly prohibited.
12. Where the population of a structure exceeds 25 (twenty-five) persons at least 2 (two) emergency exits are required.
13. All structures shall be fire resistant or shall be treated with a fire-resistant solution. A copy of a fire-retardant certificate must be signed by a competent person and shall be provided to Zeitz MOCAA.
14. No Structure may be erected closer than 1.5m to any boundary, existing building or any combustible material. There must be a clear space of at least 1.5m around each Structure to allow for free means of egress to and access of emergency services.
15. Fire extinguishers are to be provided at a rate of 1 per 100 square meters and fire extinguishers are to be placed in easily accessible and visible positions and shall be properly indicated with signage.
16. The Applicant acknowledges that the location is a smoke, food and drink free zone and will comply with the rules and regulations pertaining to catering within the location, including but not limited to producing an acceptable and relevant business certificate for caterers, the cleaning, removal and proper disposal of waste and litter, and the cleaning and clearance of the location with a minimum amount of noise and disruption to ensure the location is returned to its original condition.
17. All emergency signage shall be SABS approved.
18. Wherever documentation must be submitted to Zeitz MOCAA for approval or otherwise, same must be submitted to Zeitz MOCAA at least 14 (fourteen) days prior to the commencement of the film / photographic shoot or such shorter period as may be specifically agreed to by Zeitz MOCAA in writing.

CRISIS COMMUNICATION PLAN

If required for the Event, the Applicant must submit to Zeitz MOCAA at least 1 (one) month (unless otherwise agreed to in writing by the Parties) prior to the Event taking place, a Crisis Communication Plan for the Event for written approval by Zeitz MOCAA.

ANNEXURE “C”

CODE OF CONDUCT

It is the responsibility of the Production Company to ensure its employees (in the form of cast and crew) and/or agents (in the form of contractors and subcontractors) conduct themselves in a safe and professional manner, and adhere to the following code of conduct:

1. Be in possession of a relevant permit, access agreement and receipt of location fees issued by Zeitz MOCAA and/or the V&A Waterfront Permit Office.
2. Ensure public liability and breakage insurance is in place.
3. Ensure location fees have been paid to Zeitz MOCAA.
4. Instruct employees and agents to remain within designated areas as set out in the access agreement.
5. Adhere to the rule that no modification/movement of Zeitz MOCAA property, including but not limited to architectural structures, furniture, joinery, glass, flooring and artworks, is permitted unless Company is expressly authorised in writing by Zeitz MOCAA representative.
6. Under no circumstances may any artworks be moved, touched, leaned on or against.
7. No haze or smoke machines allowed.
8. Ensure all materials, strike and rubbish are removed from the Zeitz MOCAA site on completion of the shoot or daily, whichever occurs first, to return the Zeitz MOCAA site to its original condition.
9. Instruct all employees and agents to ensure safety to all and display courtesy.
10. Keep noise levels to a minimum at all times, unless prior written consent has been obtained, and minimise disturbance to Zeitz MOCAA employees, agents (in the form of contractors and subcontractors) and visitors.
11. Prevent and take recognised safety precautions to control/avoid pollution, including lighting, land and building, and air, and consult a Zeitz MOCAA representative immediately if an incident occurs.
12. Consult Zeitz MOCAA prior to bringing living species, such as animals, insects or plants, to the Zeitz MOCAA site.
13. Ensure all relevant traffic and parking conditions are adhered to.
14. Ensure no employees or agents remove signage.
15. Undertake not to block emergency exits or create any nuisance or hazard.
16. Minimise the risk of damage to the Zeitz MOCAA property, including but not limited to the architectural structure, joinery, glass, furniture, flooring and artworks.
17. Undertake to ensure all sets and signage constructed or erected for shoot purposes is removed at the end of the shoot period.
18. Position electrical appliances and equipment in an appropriate manner that complies with safety standards and codes.

19. Undertake not to interfere with the normal operations of Zeitz MOCAA, its employees and/or agents (in the form of contractors and subcontractors).
20. Ensure that initial site assessments are undertaken and wrap site assessments are completed to ensure compliance with the restoration of the Zeitz MOCAA site to its original condition.
21. Report all accidents and emergencies to a Zeitz MOCAA representative immediately.
22. Ensure employees and/or agents are supervised at all times by a specifically designated Zeitz MOCAA representative and production/location/unit manager during shoot hours to effectively manage increasing levels of security with regards to theft during the shoot period.
23. Where permitted, ensure employee and agent meals are confined to the area designated in the access agreement. All waste is to be disposed of properly and in the proper receptacles upon completion of mealtime.
24. Ensure production vehicles comply with the guidelines set out in the access agreement.
25. Abide by the regulation that no alcoholic beverages or illegal substances are permitted at any time at the Zeitz MOCAA site.
26. Abide by the regulation that no smoking or consumption of food and drink is allowed at the Zeitz MOCAA site, unless consumed in designated areas.
27. Ensure employees and/or agents refrain from the use of lewd or inappropriate language.
28. Ensure employees and/or agents wear appropriate clothing while on site at Zeitz MOCAA at all times.
29. Ensure employees and/or agents do not bring any guests or pets to the Zeitz MOCAA site, unless expressly authorised in written consent by a Zeitz MOCAA representative.