

Standard terms and conditions

1. The Zeitz Museum of Contemporary Art Africa, hereafter referred to as 'Zeitz MOCAA', allows filming and photographic shoots within its premises on an ad hoc basis, by discretion of the Zeitz MOCAA Communications Advisory Committee and at a nominal fee. All individuals, organisations or companies, hereafter referred to as the 'Production Company', wishing to film or photograph, hereafter referred to as 'Shoot', at Zeitz MOCAA, hereafter referred to as 'the Location', for commercial or media purposes will require written permission in the form of an access agreement, hereafter referred to as 'the Agreement'. On acceptance of a shoot application, Zeitz MOCAA commits to keeping confidential production information and the Production Company's business affairs, confidential. This confidentiality obligation shall survive the termination of this Agreement.
2. Access and permissions to shoot at Zeitz MOCAA is required for the following types of shoots:

Film

'Film' indicates 'motion picture, television, digital recordings and still photography' and includes all activity attendant to staging or shooting commercial motion pictures, television shows or programming, and commercials in any medium, including film, tape, or digital format.

Charitable films

'Charitable films' indicate commercials, motion pictures, television shows or programming, video or digital recordings, or still photography produced by a non-profit organisation. No individual, directly or indirectly, is to receive a profit from the marketing, production or screening of the charitable film.

Media

'Media' indicates print media, including magazines; news outlets such as newspapers, tabloids and news programming; television; and digital media, which includes websites, blogs and social media platforms such as Facebook, Instagram, YouTube and Twitter, for the purpose of spontaneous broadcasts and reporting by reporters/journalists, bloggers and vloggers, photographers, and camera operators.

Note: The shooting of video and photographic material solely for private family/tourist use does not require an access agreement.

3. The Agreement is only valid for the time and date reflected thereon. Amendments to the Agreement will only be considered subject to a written application and on satisfaction that the changes are substantially similar to the original application. A new Agreement will be required for any amendments.
4. The Production Company is not permitted to engage in any shoots that will in any way damage or impair the image, good name and/or reputation of Zeitz MOCAA, or alter the property of Zeitz MOCAA.
5. The Production Company may not interview members of the public unless express permission is given in writing by Zeitz MOCAA and the individual concerned has agreed to conduct such an interview; harass or interfere with members of the public; or cause obstructions in public areas.
6. The Production Company may not have private security at the Shoot, unless Zeitz MOCAA consents to same in writing, by which security must be arranged with Zeitz MOCAA in advance and will be charged by Zeitz MOCAA at the rate stipulated in the Zeitz MOCAA Film & Photography Information sheet.
7. The Production Company herewith agrees to strive to prevent damage to the institutional environment of the Location, natural or built; prevent damage to and protect the historical and cultural components of the Location and the work displayed herein; legally dispose of all waste, including catering and set construction materials in a way that does not damage or harm the institution or environment (i.e. recycle materials where possible) of the Location; and minimise use of physical resources.
8. The Production Company acknowledges 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.
9. The Production Company may only park in designated areas/zones and may not block the entrances and exits to the Zeitz MOCAA building, including driveways, access ramps, fire hydrants and fire routes belonging to both the Location and other tenants within the Silo District. Parking is not allowed on internal sites unless prior permission has been obtained from both Zeitz MOCAA and the V&A Waterfront Permit Office, and the Production Company herewith acknowledges that all parking regulations must be adhered to.
10. In the event of the removal/alteration of signage, the Production Company acknowledges that this is the responsibility of Zeitz MOCAA and the cost of this will be for the Production Company where allowed. Furthermore, the Production Company 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 Production Company.
11. The Production Company acknowledges that electricity points at the Location may be inaccessible within specific spaces and, if required, it may have to supply its own silent generators. Furthermore, the Production Company 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 oriented away from artworks where possible.
12. The Production Company agrees that no explosives, flammable liquids, smoke machines (including those deemed non-toxic and non-pollutant) or weaponry (with blanks) will be allowed inside the Location, unless prior written consent is obtained. Additionally, the Production Company acknowledges and understands that under no circumstances are drones allowed.

13. For a Shoot longer than four hours, the Production Company agrees that an appropriate Emergency Care Practitioner, hereafter referred to as 'ECP', who meets the standards of the Health Professions Council of South Africa, will be on standby 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 ECP.
14. The Production Company acknowledges that the responsibility of the conduct of its employees (in the form of cast and crew) and/or agents (in the form of contractors or subcontractors) lies solely with the Production Company, and that all employees and/or agents are to adhere to the code of conduct as outlined in Addendum B.
15. Once the application has been approved, Zeitz MOCAA will invoice the Production Company for the fee to make use of the Location. This fee must be paid in full before the commencement of the Shoot, failing which the Production Company shall not be permitted to make use of the Location. Any outstanding balance will be invoiced accordingly with payment required seven days after the Shoot wraps.
16. Should the Production Company commit a material breach of the Agreement not capable of remedy, Zeitz MOCAA is entitled, without prejudice to any other rights it may have in law, to immediately stop all activities and cancel the agreement. Should the Production Company commit a material breach of the Agreement capable of remedy, Zeitz MOCAA may only cancel the agreement if Production Company remains in material breach after it has been given reasonable opportunity to remedy the breach in question after being notified thereof. Zeitz MOCAA acknowledges and agrees that it will not restrain, injunction, interdict or otherwise impair in any manner the production, distribution, exhibition or other exploitation of the Film, or any parts or elements thereof, including the use, publication or dissemination of any advertising in connection therewith and that the remedies of Zeitz MOCAA in the event of a breach of this Agreement by the Company are confined to an action for damages suffered, if any.
17. The Production Company and its employees and/or agents 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).
18. The Production Company shall obtain and maintain, at its sole cost and expense, suitable and adequate insurance cover, including but not limited to Public Liability Insurance. Proof of such cover is to be provided to Zeitz MOCAA within two days of the Agreement being granted by Zeitz MOCAA.
19. The Production Company shall not do anything that will detrimentally affect Zeitz MOCAA's own insurance cover and hereby accept that under no circumstances will the Production Company be covered by Zeitz MOCAA's insurance.
20. The Production Company hereby agrees that any failure by the Production Company to procure or maintain adequate insurance cover as outlined in clause 18 above; or any failure by the Production Company to procure or maintain adequate insurance cover to cater for its liabilities and exposures in terms of this Agreement; or any repudiation, whether in whole or part, by the insurer of a claim under the relevant insurance policy; or any liability, loss or damage, for which the Production Company is responsible and liable in terms of this Agreement, is not covered by the said insurance, shall not release the Production Company from the full extent of its liability to Zeitz MOCAA or any third party for any loss, damage, injury or death arising from or in any way related to or in connection with the service or business being conducted by the Production Company and/or arising from or in connection with any act of omission on the part of the Production Company, its employees and/or agents. The Production Company thus agrees to indemnify Zeitz MOCAA from any claims in this regard.

21. The Production Company hereby indemnifies and holds harmless Zeitz MOCAA, its employees and/or agents (in the form of contractors and subcontractors) from and against any and all claims, actions, losses, damages, liabilities or expenses arising from or in connection with any act or omission on the part of the Production Company, its employees and/or agents unless caused by the negligence of Zeitz MOCAA, its employees and/or agents.
22. Furthermore, the Production Company hereby indemnifies and hold harmless Zeitz MOCAA, its employees and/or agents from and against any and all claims, actions, losses, damages, liabilities or expenses which the Production Company, its employees and/or agents may suffer as a result of any occurrence in, upon, at or around the Location or any parts thereof, unless caused by the negligence of Zeitz MOCAA, its employees and/or agents.
23. In the event Zeitz MOCAA shall, without any fault on its part, be made party to any litigation commenced by or against the Production Company, the Production Company shall indemnify Zeitz MOCAA and hold it harmless against all claims and, without prejudice to any other rights it may have in law, shall pay all costs, expenses and legal fees, including and without limitation, attorney and client fees, incurred or paid by Zeitz MOCAA in connection with such litigation.
24. The Production Company shall be liable for any and all damage caused to the Location property, including but not limited to architectural structures and permanent or temporary exhibitions, howsoever arising from any occurrence in connection with the Shoot, whether occasioned wholly or in part by any act of omission or the negligence or gross negligence of the Production Company, its employees and/or agents.
25. Any dispute arising from or in connection with this Agreement will be referred to the arbitration in Cape Town in accordance with the rules of commercial arbitration of the Arbitration Foundation of South Africa, hereafter referred to as 'AFSA', by which arbitration shall be administered by AFSA.
26. The Production Company acknowledges that any party to the arbitration may appeal the decision of the arbitrator/s in terms of the AFSA rules for commercial arbitration, and that nothing stated herein shall be deemed to prevent or prohibit a party to this Agreement from access to an appropriate court of law for interim or urgent relief in the form of an interdict mandamus or an order for specific performance pending the outcome of an arbitration in terms of this clause or in respect of such an arbitration; any other form of relief on the basis of facts that are not disputed; payment of any amount due in terms of this Agreement; or an order for payment of a liquidated amount in money on the basis of facts that are not bona fide in dispute at the commencement of such proceedings.
27. This provision will continue to be binding on the parties notwithstanding any termination or cancellation of this Agreement. Should Zeitz MOCAA consult its attorneys or institute action against the Production Company, in order to enforce any terms of this Agreement, then, without prejudice to any other rights it may have in law, Zeitz MOCAA shall be entitled to recover from the Production Company all legal costs reasonably incurred by the Zeitz MOCAA institution, including but not limited to its attorney fees as between attorney and own client, tracing fees and such collection commission as Zeitz MOCAA may be obliged to pay its attorneys, and the Production Company waives taxation thereof according to any prescribed tariff.
28. The parties herein consent to the jurisdiction of the Magistrate's Court in respect of any dispute or claim arising from this Agreement. Notwithstanding the aforementioned, nothing herein shall be so interpreted as to preclude a party from instituting proceedings in the appropriate High Court.

29. Should the Production Company appoint any contractor in respect of the Shoot in terms of this Agreement, the Production Company shall take responsibility for all acts and omissions of said contractors, shall ensure that said 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 said contractors unless caused by negligence or wilful misconduct on the part of Zeitz MOCAA.
30. Should the Production Company erect any structures, facades or sets in respect of the Shoot, they must adhere to all safety processes and procedures set out in Amendment A.
31. The parties choose *domicilium citandi et excutandi* ('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 Museum of Contemporary Art Africa
Silo District, V&A Waterfront
Cape Town
8002
Email: info@zeitzmocaa.museum
- The Production Company:
- As per the business address stated herein
32. 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 or its email address.
33. Any notice given by either party to the other, hereafter referred to as 'addressee', which is delivered by hand during the normal operational 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; 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 fourth day after the date of posting; is sent by email to the particular addressee's domicilium for the time being shall be refutably presumed to have been received by the addressee on transmission thereof.
34. All parties herein shall keep confidential all information entrusted to said parties and that 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 party, unless such information has come into the public domain as a result of litigation.
35. 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 from both parties.
36. In the event that either party shall be delayed, hindered in or prevented from doing or performing any act required hereunder by reason of an uncontrollable event (i.e. force majeure), that party shall not be held

responsible for such delays and the doing or performing of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay within reasonable circumstances.

37. The purpose of this provision of force majeure means any circumstance beyond the reasonable control of either party, including, without limitation, natural disasters such as a flood, fire, an 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.
38. The contents of this Agreement shall not be construed as permitting the Production Company to use any of the intellectual property or branding of anyone or anything related to Zeitz MOCAA in a manner other than those provided and under the conditions envisaged in this Agreement. No provision in this Agreement shall be construed as any representative or employee of Zeitz MOCAA waiving any of its intellectual property rights. The Production Company shall not have the right or permission to continue using the intellectual property or branding belonging to Zeitz MOCAA after the termination of this Agreement.
39. Zeitz MOCAA confirms that it shall have no claim, rights and/or interest in or to the Shoot. Unless prior provisions were made for such within this Agreement, all rights to the Shoot shall rest wholly with the Production Company.
40. The Production Company acknowledges that the Location of Zeitz MOCAA is situated within a working harbour, canal network, dry dock, synchrolift, bridges and lock that form part of the V&A Waterfront, all of which activities and operations necessarily involve, inter alia, certain noises, smells, and traffic nuisance; that Zeitz MOCAA is a popular tourist destination that attracts a significant number of local and international visitors; and that Zeitz MOCAA hosts both private and public events that necessarily involves, inter alia, certain levels of noise and pedestrian traffic.
41. The Production Company acknowledges that ongoing development works, exhibition installations and educational training programmes are being undertaken at Zeitz MOCAA and the Location may invariably be affected by such activities. As such, the Production Company herewith agrees to hire the Location notwithstanding such activities.
42. The Production Company shall not have any claim against Zeitz MOCAA for damages due to any nuisance or inconvenience occasioned to the Shoot or damages suffered by the Production Company on account of any development works, exhibition installations and educational training programmes undertaken at Zeitz MOCAA, including but not limited to any noise, dust, smell or any other nuisance of whatever kind accompanying such activities, unless such damages are due to negligence or wilful misconduct by Zeitz MOCAA, its employees and/or agents.
43. Both parties hereby acknowledge that during the course of this Agreement, the parties will be processing personal and highly sensitive information, hereafter referred to as 'Information', for each other as specified in this Agreement, and agree that in processing such Information, to comply with the provisions of the Protection of Personal Information Act 4 of 2013.
44. The parties may, with the acknowledgement and consent of the other party, process and use such Information for the purposes of fulfilling their obligations as set out within this Agreement.
45. The parties must treat the Information that comes to their 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.

46. The parties shall limit access to the Information only to those employees and/or agents who are required to know in order to perform their obligations as set out within this Agreement.
47. Upon termination of this Agreement or upon request, a party shall return to the other party any record containing, pertaining or relating to the Information disclosed pursuant to this Agreement. Alternatively, a party shall, at the instance of the other party, destroy such material and shall satisfy the other party that it has done so.
48. The parties agree that it shall be accountable to the other party at all times in processing Information, and indemnifies each other and holds the 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 client scale) that may accrue against, be charged to, 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 negligence or intentional conduct in relation to the processing of Information.
49. This Agreement constitutes the sole record of the Agreement between the parties in regard to the subject matter thereof.
50. No party shall be bound by any representations, expressed or implied term, warranty, promise or the like not recorded herein or reduced to writing and signed by both parties.
51. No addition to, variation of 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 authorised representative/s of both parties. For the purposes of this clause, the term '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 the term 'signed' shall mean a signature executed by hand with a pen and without any electronic process or intervention.
52. No indulgence that any party may grant to any other shall constitute a waiver of rights of the grantor.
53. All provisions and the various clauses of this Agreement, notwithstanding the manner in which the provisions and clauses have been grouped together or linked grammatically, are severable from each other. Any provision or clause of this Agreement that is or becomes unenforceable in any jurisdiction, whether due to a void, invalidity, illegality, unlawfulness or for any other reason whatsoever, shall in such jurisdiction only, and 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 in full force and effect. The parties hereby declare that it is the intention that this Agreement would be executed without such unenforceable provision if the party was aware of such unenforceability at the time of execution hereof.
54. The Production Company shall not be entitled to cede any of its rights or to delegate any of its obligations as set out within this Agreement without the prior consent of Zeitz MOCAA.
55. This Agreement shall be governed by and interpreted under the laws of the Republic of South Africa.
56. The parties agree that in the event Zeitz MOCAA determines, in its sole and absolute discretion, that there is serious threat to Zeitz MOCAA and/or the Production Company or any other person/s, Zeitz MOCAA shall be entitled to immediately cease all activities for as long as the threat persists. The Production Company herewith acknowledges that it shall not be entitled to any compensation or damages of whatsoever nature in such an event, provided Zeitz MOCAA was not negligent in ceasing the Shoot.