



## Strategic Projects Unit

70 Masabalala Yengwa Avenue, Loram House, Durban, 4001

Phone: 031 311 4720, Fax: 031 368 3150/3164

Email: [strategicprojects@durban.gov.za](mailto:strategicprojects@durban.gov.za)

[www.durban.gov.za](http://www.durban.gov.za)

# APPLICATION FORM AND GENERAL INFORMATION FOR THE TAKING / USING IMAGES OF THE MOSES MABHIDA STADIUM

## PART 1: INTRODUCTION

---

The following guidelines set the parameters within which all photographic and film shoots held at the Moses Mabhida Stadium (“MMS”) must be conducted, as well as the conditions under which images of the MMS can be used. This document constitutes an application by you for the right to photograph/film MMS and to use images thereof.

**The Location Usage** of the MMS and Precinct needs to be carefully controlled and managed. In this respect, application needs to be made for access to the stadium (and precinct) site to ensure that filming or photography is done in an orderly manner and does not impact on public access to the stadium and so that filming or photography may be done safely and efficiently. Applicants should complete the application form and if successful, will be granted Location Usage rights.

In respect of the usage of **the MMS image**, the intellectual property in and to MMS is owned by the eThekweni Municipality (“EM”) and, if the application is successful, the Applicant will be granted a licence to use the images subject to the terms contained in this application as read with the terms of the licence which is set out in part 5 below. The licence will be of no effect unless EM has signed at 7.2 below. By completing or signing this form, you are confirming your agreement to the terms and conditions as laid out in this document.

## **PART 2: OVERVIEW**

EM, in its capacity as the proprietor of MMS, welcomes visitors to MMS and the surrounding precinct to photograph, film or make video images for personal, non-commercial use. However, where such shoots will require special access to the stadium, require setup, will take up significant space or require the use of specialised equipment, the stadium operator needs to agree to such usage and may require a location fee to be paid for such usage. All location shoots which take place at the stadium or within the stadium precinct require the completion of this application and the written approval of EM as provided for below.

In addition, images of the MMS taken or used for commercial purposes (eg. for sale or in respect of the promotion of a particular product or business) are subject to EM's intellectual property rights. In this respect, the image of MMS is subject to EM's copyright and, in addition, the use of the image (e.g. pictures and drawings) of MMS without the prior approval of EM are prohibited in terms of the Merchandise Marks Act No. 17 of 1941. All images taken of the stadium for commercial purposes require the completion of this application and the written approval of EM as provided for below. Where applicable, fees for the right to publish these images will be payable to EM (see part 6 below).

The MMS brand is widely recognized as a famous brand and it constitutes an important and valuable asset of EM. In this respect, EM's intellectual property includes the stadium name, logo, structural shape and image. In order to protect the integrity of the MMS brand and to gain maximum benefit and commercial value from this asset, the city needs to protect the commercial exploitation of its intellectual property. For this reason, only under certain conditions will the use of the MMS name and/or image be approved for commercial use. By approving the commercial use of the MMS name and/or image, EM will be perceived to be endorsing same. EM is therefore unable to support filming or photographic requests that do not support the MMS brand or re-enforce and support EM's key values and objectives.

In general, EM is happy to support projects which:

- promote the stadium, Durban, KZN and South Africa in a positive light
- promote tourism to the city and country
- promote the fields of architecture, planning, design and engineering
- are educational

However, EM is unable to support projects which:

- denigrate people/other attractions/structures etc
- are of an overtly adult nature: MMS is a family attraction and any filming should be more or less suitable for most audiences.

For clarity, protected images are ones that focus primarily on the stadium or an aspect thereof.

If you would like to use an image of MMS in an editorial, informational or artistic context (eg. book, artwork, calendar, postcard and other) in most instances the fee will be waived. However, it is important to note that even in these cases, photographers or videographers are required to complete the application and to get it approved by EM.

In general, EM will consider each request for filming or photography and/or property usage rights on an individual basis, as decisions will vary according to the size and scale of the proposed usage.

## **PART 3: GUIDELINES**

---

### **GENERAL**

No shoot may take place without written permission from EM or its appointed Operator of MMS. Before the technical logistics of a shoot can be discussed, this application must be approved by or on behalf of EM and a written "Location Agreement" must be duly concluded giving the proposed user the right to access and use the MMS property of EM for the approved purpose.

Filming and photography permissions are dealt with by EM's appointed Operator, whose offices are located on site (ie at MMS).

No images or likenesses of the MMS stadium may be publically used without written permission from EM or its appointed Operator of MMS. An application form must be completed and approved by or on behalf of EM and a written "Licence Agreement" must be duly concluded giving the proposed user / licensee the right to use the relevant intellectual property of EM for the approved purpose.

The following rules are applicable :

- 1 All shoots held must be in line with the Moses Mabhida Stadium's positioning and corporate image.
- 2 The Moses Mabhida Stadium Operator ("the Operator") shall have the right to charge the following fees where applicable:
  - 2.1 **Location fees** for shoots which take place on the stadium property or precinct.
  - 2.2 **Services fees** to cover the costs of any utilities or services used at the stadium (including but not limited to security, electricity water etc)

2.3 A **deposit** to cover any possible damages to stadium property

2.4 A **licence fee** for the commercial usage of the stadium image

- 3 Should the required location involve any other parties eg. retailers at MMS, the prior consent from the third party will also need to be obtained.
- 4 The staff and employees at MMS will not be held responsible for any damage, loss or harm to persons or equipment during the shoot.
- 5 All equipment brought onto the MMS precinct for the shoot must be removed immediately thereafter. Failing to do so may incur an additional services fee to cover the removal of such equipment.
- 6 Use of models, extras and props will be at the expense of the Production House / Agency / Photographer.
- 7 No member of the public may be filmed/photographed in the shoot material without his/her prior consent in writing.
- 8 The shoot material may be used only for the purpose and, where applicable, the period approved of by EM (which will be specified in the Licence Agreement). No other or further usage of the material is permitted without the written consent of EM.
- 9 All images (photographic and video) must be approved by EM prior to publication in the form in which they will appear and be published.
- 10 Wedding photo shoots will only be allowed at MMS if the reception is taking place on the premises.
- 11 EM reserves the right to evaluate each request in line with the guidelines set out in this document, within 10 working days from receipt of completed application. In any event, no rights will be conferred pursuant to this application unless agreed to in writing by way of a Licence Agreement between the Applicant / user and EM.

## **PHOTOGRAPHIC/ FILM SHOOT GUIDELINES**

- 1 Lighting or any other photographic equipment may not be erected in any manner that could foreseeably cause damage to the MMS property.
- 2 The Applicant's equipment should not obstruct or hinder the movement of the public.
- 3 The Applicant must ensure that comprehensive insurance is taken out to cover the risk of any damage to the stadium being caused pursuant to the shoot. EM will be entitled to call for proof of such insurance prior to the commencement of the shoot.

- 4 A copy of the script/photo-mockups must be submitted to EM together with the shooting schedule.
- 5 Depending on the nature of the shoot, EM may require a deposit (as outlined in 2.3 above) to be paid against possible damages caused to the MMS. Should a deposit be required, this will be specified in a schedule attached to the Licence Agreement.
- 6 Vehicle access to the MMS podium is restricted. All vehicle access must be agreed to with the Operator before the shoot takes place.
- 7 All access to the pitch (including foot traffic, vehicles and equipment) is restricted and may only take place with the agreement of the Operator and under supervision of the Operator.

## **FEES**

- 1 The fees are determined by reference to a number of factors, including the duration of the shoot, the nature of the project, the scope of distribution, the type of media, and the proposed prominence of the MMS name and/or building image in the end product.
- 2 Once an application has been received the EM will provide the applicant with a schedule of the fees to be charged for that particular application.
- 3 Expenses (if any) occasioned by the shoot shall be for the Applicant's account. Such expenses, if incurred by EM or its Operator at MMS, will usually be billed separately and will generally include (but shall not necessarily be limited to) staffing, utilities, insurance, and security costs.



## PART 4 : INFORMATION REQUIRED

This form must be completed in full. Please contact Sue Bannister ([bannisters@durban.gov.za](mailto:bannisters@durban.gov.za)) if you have any queries.

### 1. CONTACT DETAILS - APPLICANT

Name	<input type="text"/>
Company/ Production House	<input type="text"/>
Address	<input type="text"/>
Phone	<input type="text"/>
Email	<input type="text"/>

### 2. APPLICATION TYPE

<b>Location Use</b>  (to film or shoot on stadium property)	<input type="checkbox"/>	<b>Licence Use</b>  (to publish or use the stadium image)	<input type="checkbox"/>
---	--------------------------	---	--------------------------

### 3. CONTACT DETAILS ON SHOOT SITE

Contact name	<input type="text"/>
Contact number	<input type="text"/>
Alternative contact	<input type="text"/>
Alternative contact number	<input type="text"/>

### 4. PROJECT DETAILS

Name of project	<input type="text"/>
Brief description	<input type="text"/>
Shoot type – film or photographs	<input type="text"/>
What do you want to do at the MMS stadium and why?	<input type="text"/>



Shoot location – which areas of the MMS stadium will be shot


*Please provide us with a copy of the script and/or photo mock-ups where possible*

**5. COVERAGE DETAILS**

Please describe the proposed use of the MMS image and the commercial objectives thereof with sufficient detail to provide EM with a clear understanding of the proposed nature of use, the beneficiary thereof, the manner and duration of the use etc

--

Please state format in which footage/ photos will be used (eg TV, billboard, magazine, web etc)

--

Please state countries in which footage/ photos will be used.

--

Please state TV networks/ publications where footage/ photos will be used.

--

Estimated viewers/ readers

--

Approximate transmission/ publication date

--

**6. FILMING/ PHOTOGRAPHY DETAILS**

Preferred date

--

Preferred time and duration of shoot

--



Size of crew

Type of camera equipment

List of additional equipment to be brought onto site (e.g. scaffolding, vehicles, cherrypickers etc)

Power requirements

Additional requirements

Advise of any special needs (e.g. use of animals, heavy equipment, children, flammable goods)

Please state proposed set-up dates and schedule

**7. PUBLICITY OPPORTUNITIES/ CREDITS**

Please state the means by which you will credit the city and stadium (eg in strapline, text etc)

Provide a brief description of the publicity opportunities that exist for the MMS or Durban as a result of your shoot:



## **PART 5: APPLICANT'S WARRANTIES AND UNDERTAKINGS**

---

The Applicant, by its signature to this document –

- 5.1 warrants that the information and details given by it in Part 4 above are true and correct;
- 5.2 acknowledges that the fee (if any) charged for the licence or location use (if such is granted by EM) will be determined on the basis of the information provided and, accordingly, self-serving misrepresentations by the Applicant are unlawful and likely to cause EM to suffer damages;
- 5.3 undertakes that it shall not use, or permit the use of, the photographs/videos/films which are produced pursuant to any authority granted by EM in any manner contrary to the provisions of the resultant licence agreement with EM;
- 5.4 consents to the jurisdiction of the Durban High Court in respect of any action or application that EM may bring in consequence of any breach by the Applicant of any of the above warranties or of any breach of EM's intellectual property rights as contemplated above or of any breach of the resultant Licence Agreement (if applicable) entered into pursuant to this application.

## **PART 6 : ACKNOWLEDGEMENT**

---

The Applicant acknowledges and agrees that, unless and until a Location or Licence Agreement is entered into pursuant to this application, the Applicant shall not have any right to make or use any product for commercial usage which would be an infringement of the intellectual property rights of EM in regard to MMS.

## **PART 7 : APPLICANT'S SIGNATURE**

---

Signed by the Applicant at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20....

AS WITNESS:

\_\_\_\_\_

For:

\_\_\_\_\_  
Name of signatory:

.....

The abovementioned signatory warrants by his/her signature that he/she is duly authorised hereto, to the extent necessary.

