



Parques de Sintra

Regulation for Image Capture in the sites managed by Parques de Sintra

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Preamble

Parques de Sintra - Monte da Lua, S.A., is an entirely state-owned company founded in 2000 in order to meet the challenges arising out of the UNESCO listing of the Sintra Cultural Landscape as a World Heritage site (in 1995). Its creation aimed to bring together institutions responsible for safeguarding and enhancing the Cultural Landscape of Sintra, and the Portuguese State entrusted it with the management of its main properties, located in the the Cultural Landscape of Sintra and in Queluz. These properties are the following: the **Park and Palace of Pena**, the **Park and Palace of Monserrate**, the **Castle of the Moors**, the **Convent of the Capuchos**, the **Chalet and Garden of the Countess of Edla** and, since 2012, also the **National Palaces of Sintra and Queluz** and the **Portuguese School of Equestrian Art**, which is based in the historic Gardens of Queluz and holds public presentations at the Henrique Calado Riding Ring, on Calçada da Ajuda in Belém. Its current shareholders are the Portuguese State, represented by the Directorate General of the Treasury and Finance (35%), the Instituto da Conservação da Natureza e Florestas, I.P. / Institute for the Conservation of Nature and Forests) (35%), the Turismo de Portugal, I.P. / Portuguese Tourism Board (15%) and the Municipality of Sintra (15%). Parques de Sintra does not resort to the State Budget and its management model is entirely based on the capacity of heritage to generate revenue. The restoration and maintenance of the heritage in its care are therefore ensured by its own revenues.

As part of its mission, Parques de Sintra is responsible for safeguarding and disseminating its cultural heritage, which is characterized by a set of built and natural sites which, due to their characteristics, provide unique scenarios for image capture by third parties, always taking into account the safeguarding of the historical and cultural values of the locations where such image capture may occur.

This regulation sets out the operational, technical and procedural conditions under which the capture of images is permitted and carried out.

Image capture in the areas under the management of Parques de Sintra

Part I General Rules

Article 1 General principles and definitions

1. This Regulation applies to all and any image capture taking place at the heritage sites managed by Parques de Sintra, regardless of the respective subject, support and corresponding formats, purposes or contexts of use of said images.
2. Any situation in which images are captured assumes prior knowledge of the content of this Regulation.
3. In the areas managed by Parques de Sintra, there are two image capture policies in force, characterised as follows:
4. **General Image Capture Policy:** with the exception of places where the capture of images is forbidden, and which are duly indicated as such, this policy applies to all visitors and allows the capture of images (photography and video) in general areas and for private usage, as long as this does not conflict with indications to the contrary expressed in the signage or communicated by employees at the site, or any special security requirements, and provided the following are not used:
 - a) Tripod (except in exceptional cases and with prior written authorisation from Parques de Sintra);
 - b) Drones or any other remote-control equipment (prohibited for the security of people and the properties);
 - c) Flash or any other type of artificial light in indoor spaces where image capture is permitted.

The use of images for other purposes not considered legitimate in the context of private usage, namely commercial or public purposes, is forbidden, except with prior authorisation from Parques de Sintra, subject to the terms and conditions applicable under the Exceptional Image Capture Policy detailed below.

5. **Exceptional Image Capture Policy:** applicable to image capture (photographs and video) for commercial purposes and/or public dissemination and requiring prior

authorisation and supervision by Parques de Sintra, governed by the following clauses.

Part II

Exceptional Image Capture Policy

Article 2

General Image Capture Restrictions and Rules of Conduct

1. Any use of images captured in sites managed by Parques de Sintra under the Exceptional Image Capture Policy assumes that prior authorisation has been obtained, in accordance with the terms of this Regulation.
2. The use of any images is wholly restricted to the specific scope of the authorisation mentioned in the previous point.
3. The sale of said images to private individuals or companies that sell images is forbidden, except with express authorisation.
4. The inclusion of said images in image banks or archives is forbidden, except with express authorisation.
5. All those involved in the image capture operation must respect the dignity of the monument as well as the presence of other visitors.
6. All those responsible for the preparation and logistical conditions of the image capture operation must ensure the protection of the sites, with materials being transported with the utmost care and appropriate preventive measures, ensuring minimum contact with the built and natural heritage.
7. The transport of people and materials and the circulation and parking of vehicles should be limited to the routes, times and places agreed in advance, and vehicles must respect the circulation rules within the parks and gardens (20km/h speed limit and right of way to pedestrians and animals at all times).
8. No items on the sites should be disturbed or moved.
9. Any confirmation of conduct that, individually or collectively, is likely to affect or disrupt the normal functioning of services and access to the venues, disregard visitors or entail using the spaces for practices that are illegal or other than those requested and authorised, will give Parques de Sintra the right to revoke its permission to use the site and, if necessary, suspend the operation planned or under way.

10. If the rules of conduct are infringed, endangering the safety of persons or property, those involved will be invited to leave the site.
11. In addition, the following restrictions and prohibitions are included in the rules of conduct when capturing images:
- a) It is forbidden to affix, abut or attach any type of object to the built and natural heritage;
 - b) The removal of any equipment from the sites is forbidden, as is any tampering with the integrated heritage. The moving of equipment and the opening of doors and windows must be carried out by Parques de Sintra representatives at the site;
 - c) When this has been authorised in advance and the safety conditions are adequately addressed, any connecting of equipment and lights to the monuments' electricity network must be carried out by a Parques de Sintra representative at the site;
 - d) The use of Parques de Sintra equipment is not permitted without express authorization from the Parques de Sintra representative at the site;
 - e) Food and drink must not be consumed in the rooms on the museum route or in the gardens; it is only permitted in the Parques de Sintra cafeterias and restaurants or in the area designated for occasional hired caterers;
 - f) The consumption of alcoholic beverages by internal or external staff is not permitted during the provision of service;
 - g) Smoking is not permitted in the parks and monuments managed by Parques de Sintra, with the exception of designated areas;
 - h) Food and drink must not be carried whilst moving around the rooms on the museum route;
 - i) With the exception of guide dogs and assistance animals, subject to presentation of the appropriate proof, the entry of animals to any of the parks and monuments managed by Parques de Sintra requires prior authorisation from the company, and the promoter must ensure that the restrictions set out by Parques de Sintra are strictly met and that the transport and handling of the animals is carried out in accordance with current legislation and good practices in animal welfare.
 - j) No type of structure may be erected, except with the express written authorisation of Parques de Sintra.

Article 3

Processing of Requests

1. Requests for image capture under the Exceptional Policy should be submitted in writing to the Parques de Sintra Communication and Information Office, via the email address comunicacao@parquesdesintra.pt, at least 15 days in advance.
2. We will regard as ineligible any requests that do not take into account the previous point, unless the nature and subject of these can be analysed and decided upon in a shorter period of time.
3. All requests must include the following elements:
 - a) Identification of the organisation requesting authorisation;
 - b) A detailed description of the content of the images and their corresponding purpose (including synopsis, script and/or storyboard);
 - c) Identification of the precise locations in which the work is to be carried out;
 - d) Date, time and duration of the work to be carried out;
 - e) A detailed description of the material to be used;
 - f) Number of members in the team;
 - g) Number and type of vehicles (light or heavy vehicles) involved in the production;
 - h) Special requirements or characteristics of the production (e.g. a need to reserve areas for make-up, wardrobe or meals, use of electricity sockets, use of material or equipment belonging to Parques de Sintra).
4. The Parques de Sintra Communication and Information Office may request clarifications or complementary documentation, if required in order to evaluate the request.
5. If so advised by the Board of Directors, Parques de Sintra reserves the right not to authorise the image capture requested in cases where said image capture conflicts with the dignity of the venues involved or is deemed to be incompatible with the programming and/or visitation of the venues, or if it raises concerns relating to conservation or security.
6. At sites where Parques de Sintra shares the management with other organisations, the applicant must request authorisation from all entities. In these cases, any image capture is thus dependent on approval from all the organisations involved. These sites and the respective organisations are as follows:

- Queluz Woods: Parques de Sintra, Sintra Town Council and the ICNF (National Institute of Nature and Forestry Conservation);
- Cabo da Roca Lighthouse: Parques de Sintra and the National Maritime Authority;
- Sanctuary of Peninha and its perimeters: Parques de Sintra, Sintra Town Council and the ICNF (National Institute of Nature and Forestry Conservation);
- Wooded areas included in the Forest Perimeters of the Sintra Hills and Penha Longa: Parques de Sintra, Sintra Town Council and the ICNF (National Institute of Nature and Forestry Conservation).

Article 4

Crediting the parks and monuments

Under the Exceptional Policy, all images captured in sites managed by Parques de Sintra must make reference to the following elements, which should be identified in the image caption or credits, regardless of the medium or physical support of dissemination (print, video, web publishing, etc.):

- a) Name of the site (Palace/Monument, Park, etc.);
- b) Identification of the managing body for the heritage site, Parques de Sintra – Monte da Lua, S.A.

Article 5

Costs inherent under the Exceptional Policy for Image Capture

1. Under the Exceptional Policy, any image capture carried out in sites managed by Parques de Sintra entails payment of the applicable fees, according to the table in **Annex 1** of this Regulation.
2. If the logistical and operational complexity of the image capture so demands (or if advance preparation of the site is required before the images can be captured) the applicable fee may incur additional costs, calculated according to the requirements in each specific situation.
3. After signing the Civil Responsibility Statement (**Annex 2**) and the Acceptance of Conditions Statement (**Annex 3**), the payments mentioned in the previous point must be made at least 2 days prior to the images being captured (or the start date for any advance preparation of the venues), via bank transfer (once Parques de Sintra has

issued the invoice), and proof of payment should be sent to the email address comunicacao@parquesdesintra.pt.

4. Payment is accepted in euros only. Any expenses incurred in making the payment (bank or other) will be met by the applicant/payer.
5. The expenses and applicable fees for each instance of image capture must be paid in advance to Parques de Sintra before the intended image capture can take place.
6. Only the Parques de Sintra Board of Directors can decide, as an exception, on the exemption of the fee(s) mentioned in no. 1.

Article 6

Conditions for carrying out image capture operations

1. In cases where image capture is authorised, it is subject to the following conditions, and the promoter is required to ensure:
 - a) The presence, throughout the operation, of a named person in charge of image capture (indicated in writing to Parques de Sintra at least 24 hours in advance);
 - b) Compliance with the rules of conduct contained in these regulations or others communicated in writing;
 - c) Compliance with all laws and regulations, including municipal ones, that apply to image capture, as well as obtaining all necessary permits and licenses for this purpose;
 - d) Respecting all third-party rights, in particular copyright and industrial property rights, obtaining all the licenses required for image capture;
 - e) Compliance with the regulation in relation to the use of equipment, transport of people and materials and the circulation and parking of vehicles;
 - f) Provision of all information pertaining to those involved in taking images, including: the name of the person in charge; the schedule, including the time necessary for loading and unloading material; the number of people; and the registration numbers of vehicles authorised to access areas managed by Parques de Sintra;
 - g) All members of the image capture team must be duly identified as such for the entire duration of the operation.

Article 7

Insurance

1. All image capture operations carried out under the Exceptional Policy require the acceptance and signing of the Civil Liability Statement (**Annex 2**), through which the promoter assumes responsibility for any damage or harm caused to the site as a result of the image capture.
2. Parques de Sintra must always be reimbursed, by the promoter of the image capture, for any damage caused during the operation, either by the external teams hired by the promoter or by their own teams.
3. Corporate entities must possess civil liability insurance, which must cover any property damage or personal injury occurring in any part of the premises.
4. Additional conditions may also be determined, which may include obtaining specific insurance for an amount set by the Parques de Sintra Management.
5. If insurance is required, a certified copy of the corresponding policy must be submitted 7 days before the image capture commences.

Article 8

Cancellations, Postponements and Changes

1. Cancellation of the image capture operation, as well as the decision to reduce the number of days agreed, at the promoter's request, will not result in reimbursement of the amount paid.
2. If Parques de Sintra cancels the image capture operation, all sums already received will be reimbursed.
3. Any change to the schedule and/or plan for image capture requires prior evaluation and authorisation by Parques de Sintra, and the request can be denied if it is deemed to be incompatible with the programming and/or visitation of the venues involved.
4. Alterations accepted under the previous point will be subject to new cost evaluation, if justified.
5. The National Palace of Sintra and the National Palace and Gardens of Queluz may be requested for state functions at any time. In such circumstances, image capture operations scheduled for coinciding dates may have to be postponed or cancelled. Parques de Sintra assumes no liability in this event, merely undertaking to return all sums already received.
6. Parques de Sintra devotes constant attention to the conservation and restoration needs of the parks and monuments under its management, and the need may arise at any moment for priority interventions that result in the cancellation of the image capture operation, in which case point 2 of this article will be applied.

Artigo 9

Force Majeure

1. In the event of force majeure, i.e. any unforeseeable and exceptional situation or event, independent of the will of the parties, and which does not result from the fault or negligence of either of them, neither party will incur liability if it is prevented from fulfilling its obligations. By way of example:
 - a) Red alerts for adverse weather conditions issued by the competent authorities (Civil Protection or Portuguese Sea and Atmosphere Institute [IPMA]), which prevent access to the monument;

- b) Pandemics and/or situations in which the competent authorities implement restrictions to the movement of citizens for reasons of public health.
- 2. The occurrence of force majeure situations that prevent the image capture operation must be communicated to the other party immediately.
- 3. The following, in particular, do not constitute force majeure:
 - a) Strikes or labour disputes limited to the parties involved in the image capture operation;
 - b) Government, administrative, or judicial decisions of a punitive or other nature resulting from the promoter's failure to comply with its duties or obligations;
 - c) Demonstrations due to non-compliance with laws and regulations; fires or floods originating from the promoter's installations whose cause, propagation or proportions are due to its fault or negligence or a failure to comply with safety regulations;
 - d) Breakdowns in the promoter's computer or mechanical systems that are not due to sabotage.

Article 10

Transitional and final provisions

- 1. The present Regulation enters into force on the day of its approval by the Parques de Sintra Board of Directors, thereby revoking all previous provisions or determinations that provide contrary to that which is regulated therein.
- 2. Any omissions or doubts raised by the interpretation and application of the present regulation, as well as any extraordinary situations not foreseen therein, will be evaluated and decided by Parques de Sintra.

The present Regulation was approved by the Parques de Sintra – Monte da Lua, S.A. Board of Directors on February 18, 2021 (minute no. 903/22).

Anex 1 – Fee per hour and per site, depending on the purpose for which the images are intended

Site	Promotion of the destination /heritage	Documentary , historiographical, educational	Classical music production	Alternative / jazz / popular music production	Artistic production / fiction	Commercial / advertising
Park and National Palace of Pena	400,00 €	600,00 €	800,00 €	1 000,00 €	2 000,00 €	3 000,00 €
National Palace of Sintra	400,00 €	600,00 €	800,00 €	1 000,00 €	2 000,00 €	3 000,00 €
National Palace and Gardens of Queluz	400,00 €	600,00 €	800,00 €	1 000,00 €	2 000,00 €	3 000,00 €
Park and Palace of Monserrate	300,00 €	450,00 €	600,00 €	750,00 €	1 500,00 €	2 250,00 €
Convent of the Capuchos	300,00 €	450,00 €	600,00 €	750,00 €	1 500,00 €	2 250,00 €
Castle of the Moors	300,00 €	450,00 €	600,00 €	750,00 €	1 500,00 €	2 250,00 €
Portuguese School of Equestrian Art	300,00 €	450,00 €	600,00 €	750,00 €	1 500,00 €	2 250,00 €
Sanctuary of Peninha	200,00 €	300,00 €	400,00 €	500,00 €	1 000,00 €	1 500,00 €
Cabo da Roca Lighthouse	200,00 €	300,00 €	400,00 €	500,00 €	1 000,00 €	1 500,00 €
Villa Sassetti	200,00 €	300,00 €	400,00 €	500,00 €	1 000,00 €	1 500,00 €
Farmyard of Monserrate	100,00 €	150,00 €	200,00 €	250,00 €	500,00 €	750,00 €
Forested areas	100,00 €	150,00 €	200,00 €	250,00 €	500,00 €	750,00 €

Anex 2 – Civil Liability Statement

(Name), holder of the identity card/passport no., valid until..... taxpayer no., as representative of the promoter..... (in case of a Legal Person), holder of the Legal Person Identification Number, headquartered at, hereby declares before Parques de Sintra – Monte da Lua, S.A. that he assumes/that the entity he represents assumes (choose depending on whether it is a natural or legal person) full responsibility, as well as any resulting costs, for all damages that may be caused, directly or indirectly, by using(identify the site[s] where the image capture takes place) for the(identification of the production), which will take place on the/...../.....

(Location and date)

(signature) -----

Anex 3 – Terms and Conditions Agreement

I, holder of the identity card/passport no., valid until, taxpayer no., as representative of the company (in case of a Legal Person), holder of the Legal Person Identification Number, with its headquarters at, within the scope of the image capture accepted by Parques de Sintra Monte da Lua, S.A (hereinafter Parques de Sintra), declare that:

a. The capture of images includes the use of the following sites, as well as the following support facilities and the following equipment

b. The purpose of this image capture is (name agreed for the operation), on the following dates and times: ___/___/___ to ___/___/___, from ___ to ___.

c. The fee for the image capture mentioned in the previous point will increase by the sum of €..... per hour in the event of failure to comply with the established timetable; the amount to be paid will be communicated in a timely fashion.

d. In return for the capture of images, I agree to pay the amount of €..... (in full) euros, which corresponds to payment of the amount quoted by Parques de Sintra, defined in accordance with the terms of the Parques de Sintra Image Capture Regulation, within 2 days of the invoice being issued.

e. I undertake to use the site and equipment referred to in line a) of this agreement in a careful and attentive manner, complying with all applicable legal requirements, in particular the Parques de Sintra Image Capture Regulation.

f. I undertake to inform Parques de Sintra immediately if I notice or become aware of any situation that implies or could imply a deterioration in or malfunction of the site or equipment.

g. All venues, goods and equipment provided must be returned to Parques de Sintra in a state of perfect working order and repair, with the exception of deterioration and wear resulting from normal and careful use.

h. In accordance with and for the purposes of Regulation (EU) 2016/267 of 27 April 2016 (GDPR) and other applicable legislation relating to the protection of the personal data contained in the promoter's file, I hereby declare that I agree to Parques de Sintra collecting and processing the data sent for the following purposes: i) Archive;; ii) Billing

Sintra, ___ _____ (date)

_____ (signature)