

VILLAGE PERMIT VEHICLE AUTHORITY

GUEST COURTESY TRANSFER SERVICE

THIS AUTHORITY IS GRANTED BY **MOUNT BULLER AND MOUNT STIRLING RESORT MANAGEMENT BOARD (Authority Provider)** to the **Authority Holder** and is valid for the Term.

The Authority Provider HEREBY PROVIDES the Authority Holder with written authority to use, drive and/or park Authorised Vehicles in the Area for the authorised activity, subject to the Act, the Regulations and the Authority Conditions.

Mark Bennetts

CEO, Mt Buller and Mt Stirling Resort Management Board

Date

REFERENCE ONLY

Schedule 1 – Authority Details

Item 1.	Authority Provider	Mount Buller and Mount Stirling Resort Management Board (RMB)
Item 2.	Authority Provider address	Alpine Central, Summit Road, Mt Buller, VIC 3723
Item 3.	Authority Holder	Authority Holder Name: Accommodation Site:
Item 4.	Authority Holder contact details	Address: Contact person: Contact Phone Number: Contact email: The Authority Holder is required to notify the Authority Provider of any change in contact details.
Item 5.	Commencement Date	5 June 2020, or the beginning of the Declared Snow Season, whichever is the earlier.
Item 6.	Expiry Date	6 October 2020, or the end of the 2020 Declared Snow Season, whichever is the later.
Item 7.	Authorised Vehicles	Vehicle type
		Registration
Item 8.	Area	Authorised Vehicles are permitted to drive in resort overnight carparks and along Mt Buller Road to the Mt Buller Village and directly to/from the nominated accommodation for the Authorised Activity. The Mt Buller Village is defined as all areas above the intersection of Mt Buller Road and the access road to the CSIR car parks.
Item 9.	Authorised Activity	The provision of complimentary guest transfers to/from overnight carparks and the nominated accommodation. The transport of guests within the resort for other purposes is NOT permitted.
Item 10.	Parking	Authorised Vehicles must park in accordance with their on-site or roadside Parking Permit. Parking at other locations including the carparks or the village transport hub is not allowed.
Item 11.	Access restrictions	<p>Passenger and luggage <u>drop-off</u> are allowed any time to overnight car parks.</p> <p>Passenger and luggage <u>pick-up</u> are:</p> <ul style="list-style-type: none"> during <u>non-peak</u> periods, allowed at the overnight car parks, at the discretion of the parking attendants; and during <u>peak periods</u>, courtesy transfer guests may be required to wait for the Authorised Vehicle in a location as directed by the parking attendants. When the Authorised Vehicle arrives, luggage and non-driver guests will be loaded into the Authorised Vehicle which will then pilot the guest vehicle to the overnight carpark as directed by parking attendants. Once the guest vehicle is parked, the driver will join the Authorised Vehicle and all guests and luggage will be transferred directly to the Accommodation site, listed at Item 3. <p>Access to day car parks is not permitted due to congestion.</p> <p>The dashboard pass must be displayed to access overnight car parks and provide pick-up/drop-off services.</p>
Item 12.	Reporting	Monthly reports on the number of adult and child passengers moved to and from the Accommodation site by day must be sent by email to: resortentry@mtbuller.com.au in the template provided by the Authority Provider.
Item 13.	Special Conditions	<p>The Authority Holder may pick-up guests from overnight carparks, but it is not mandatory. Pick-ups must be in accordance with Item 11 conditions.</p> <p>Guests seeking pick-up by the Authority Holder from an overnight carpark must arrange directly with the Authority Holder. The Authority Provider is not responsible for notifying the Authority Holder when guests arrive.</p> <p>The Authority Holder may deliver the service directly or outsource delivery. If</p>

		delivery is outsourced the Authority Holder is responsible for ensuring the outsourced contractor complies with all relevant laws and regulations.
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AUTHORITY CONDITIONS

1. Definitions

Words defined in the Act or the Regulations have the same meanings in this Authority. In this Authority:

Act means the *Alpine Resorts (Management) Act 1997* (Vic).

Accommodation House means the accommodation listed in Schedule 1, Item 3.

Authorised Activity has the meaning given in condition 5

Authorised Vehicles means the vehicles set out in Schedule 1, Item 7.

Authority means this vehicle authority issued by the Authority Holder under r 11 of the Regulations including the Authority Conditions.

Authority Conditions means these conditions to which the Authority is subject.

Authority Holder means the entity named Schedule 1, Item 3.

Authority Provider means the entity named in Schedule 1, Item 1.

Area means the area described in Schedule 1, Item 8.

Commencement Date means the date set out in Schedule 1, Item 5.

Driver means a driver of an Authorised Vehicle.

Expiry Date means the date set out in Schedule 1, Item 6.

Parking bay means the area listed at Schedule 1, Item 10

Permit means category of vehicle authority means this vehicle authority issued by the Authority Holder under r 11 of the Regulations including the Authority Conditions.

Regulations means the *Alpine Resorts (Management) Regulations 2009*.

Resorts means the Mt Buller and Mt Stirling Alpine Resorts.

Term means the period described in condition 3 below.

2. Interpretation

In this Authority: where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have, unless the contrary intention appears, corresponding meanings; a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them, a person includes a firm, partnership, joint venture, association, corporation or other body corporate, a body (**Original Body**) which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the Original Body, and 'A\$', '\$', 'AUD' or 'dollars' is a reference to Australian dollars; and headings are for ease of reference only and do not affect interpretation.

3. Dealing with the Authority

This Authority is not transferable. The Authority Holder must not assign, transfer, sub-license, mortgage or charge this Authority to another person except owners of those vehicles identified in Item 7.

4. Term

The Authority commences on the Commencement Date and expires on the Expiry Date.

5. Authorised Activity

This Authority only allows the Authority Holder to use, drive and/or park Authorised Vehicles in the Area and for the **Authorised Activity**. This Authority may be cancelled if the Authority Holder engages in any activity that does not comply with the Authorised Activity. The Authority Holder must comply with any access restrictions listed in Schedule 1, Item 11.

6. Area

The Authority Holder must not erect, or permit the erection, of any improvement on the Area, including temporary signage, without the express written permission of the Authority Provider.

The Authority Holder must not allow rubbish to accumulate in or about the Area or cause or permit anything to be done in the area which may constitute a nuisance, annoyance or disturbance to other persons lawfully entitled to use the Area or land adjoining the Area.

The Authority Holder must pay on demand to the Authority Provider, on a full indemnity basis, the costs incurred by the Authority Provider in rectifying any damage or destruction caused by the Authority Holder to any building or improvement on the Area or the Resorts.

7. Authority Provider directions

The Authority Holder must obey all reasonable directions of the Authority Provider. The Authority Holder is not entitled to any compensation from the Authority Provider whatsoever for loss or damage caused or contributed to by a direction including the need to suspend, cancel or cease the Authorised Activity.

8. Compliance with the law

The Authority Holder must ensure that it has obtained any required accreditation, certification and/or licences required by law to undertake the Authorised Activity. On request by the Authority Provider, the Authority Holder must promptly provide evidence of such accreditation, certification and/or licences and comply with any supplementary requests for documentation or proof.

The Authority Holder must comply with all statutes, regulations, local laws and by-laws applicable to the Authorised Activity, lawful orders or directions made by the Authority Provider and resort or land management policy adopted by the Authority Provider or applicable to the Authorised Activity.

9. Authorised Vehicle and Driver requirements

The Authority only applies to the Authorised Vehicles. This Authority may be cancelled if the Authority Holder uses any other vehicle in the Area. The Authority Holder must ensure that each Driver is made aware of and complies with these Authority Conditions.

Each Authorised Vehicle must:

- be able to carry the skis/boards and luggage of all passengers in one movement without the use of a trailer or separate vehicle
- meet the Mt Buller Village Vehicle Conditions, as a minimum, include in the FAQ available at [Mt Buller Village vehicle permit FAQ 2020](#)

10. Reporting

The Authority Holder must provide reports to the Authority Provider as set out in Schedule 1, Item 12.

11. Cancellation

The Authority Provider may cancel this Authority at any time in accordance with r 22 in the Regulations. The Authority Holder is not entitled to any compensation for loss or damage caused or contributed to by cancellation of the Authority. The Authority Holder must reimburse the Authority Provider, on demand, for any legal costs and disbursements incurred in connection with any failure by the Authority Holder to comply with the Authority.

12. Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right operate to preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

13. Release

The Authority Holder conducts its activities in the Resort (including the Area) at its own risk. The Authority Holder releases the Authority Provider from all claims and liabilities directly or indirectly incurred in connection with its activities in the Resort or otherwise in connection with this Authority, except to the extent caused directly by the negligent or unlawful act or omission of the Authority Provider.

14. Indemnity

The Authority Holder indemnifies the Authority Provider against all actions, claims, demands, losses, damages, costs, expenses and liability (whether direct or consequential) for which it may become liable concerning its fraudulent, negligent or unlawful act or omission or breach of this Authority, except to the extent directly caused or contributed to by the negligent or unlawful act or omission of the Authority Provider.

15. Special conditions

The Authority Holder must comply with any special conditions set out in Schedule 1, Item 13. If there is an inconsistency between a special condition and any other Authority Condition, the special condition prevails.