

## **VILLAGE PERMIT VEHICLE AUTHORITY**

### **ON-SITE TRANSFERABLE PARKING**

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.

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*Mark Bennetts*

*CEO, Mt Buller and Mt Stirling Resort Management Board*

*Date*

REFERENCE ONLY

## Schedule 1 – Authority Details

<b>Item 1.</b>	Authority Provider	Mount Buller and Mount Stirling Resort Management Board (RMB)
<b>Item 2.</b>	Authority Provider address	Alpine Central, Summit Road, Mt Buller, VIC 3723
<b>Item 3.</b>	Authority Holder	Authority Holder Name: Site:
<b>Item 4.</b>	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.
<b>Item 5.</b>	Commencement Date	5 June 2020, or the beginning of the Declared Snow Season, whichever is the earlier.
<b>Item 6.</b>	Expiry Date	6 October 2020, or the end of the 2020 Declared Snow Season, whichever is the later.
<b>Item 7.</b>	Authorised Vehicles	Vehicle type
		Registration
<b>Item 8.</b>	Area	Authorised Vehicles are permitted to drive along Mt Buller Road to the Mt Buller Village and directly to/from the Parking Bay 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.
<b>Item 9.</b>	Authorised Activity	Drive Authorised Vehicles in the Area to the allocated parking bay.
<b>Item 10.</b>	Parking	The allocated parking bay is:
<b>Item 11.</b>	Access restrictions	Authorised Vehicles are only allowed to park in the allocated parking bay. Parking in any other location including the carparks or the village transport hub is expressly prohibited.  Authorised Vehicles must proceed directly to and only park in their allocated parking bay. Driving around the Village (for shopping, dining, ski school for example) and transporting other guests or their luggage between accommodation houses and overnight car parks is not permitted.  Transferable parking permit must always be displayed on the right side of the vehicle windscreen while in the Resort.  Transferring the permit between authorised vehicles and compliance with permit/vehicle conditions is the sole responsibility of the Permit Holder.
<b>Item 12.</b>	Special Conditions	Nil.

### 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)*.

**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.

**Site** means the site listed in Schedule 1, Item 3.

**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 owns of the vehicles listed 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. 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.

## 7. 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.

## 8. 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, which are listed in the FAQ available at [2020 Village Vehicle Permit FAQ](#)

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. Special conditions**

The Authority Holder must comply with any special conditions set out in Schedule 1, Item 12. If there is an inconsistency between a special condition and any other Authority Condition, the special condition prevails.