

VILLAGE PERMIT VEHICLE AUTHORITY AND 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 2020 (Vic)*.

Authorised Activity 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 day or overnight car parks is not permitted.

Authorised Vehicles means the vehicles registration listed on the issued permit windscreen sticker.

Authority means this vehicle authority issued by the Authority Provider under r 11 of the Regulations including the Authority Conditions, issued to the Authorized Holder and Authorised Vehicles.

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

Authority Holder means the person or entity to whom the valid vehicle season permit has been allocated. The Authority Holder is required to notify the Authority Provider of any change in contact details. The Authority Holder must comply with any special conditions set out in Item 13

Authority Provider means the Mount Buller & Mount Stirling Alpine Resort Management Board. Alpine Central, Summit Road, Mt Buller, VIC 3723

Area means: The Mt Buller Village Area is defined as all areas above the intersection of Mt Buller Road and the access road to the CSIR car parks.

Commencement Date means 10 June 2022, or the beginning of the 2022 Declared Snow Season, whichever is the earlier..

Driver means a driver of an Authorised Vehicle.

Expiry Date means 2 October 2022, or the end of the 2022 Declared Snow Season, whichever is the later.

Parking bay means the area listed on the Permit windscreen sticker. Authorised Vehicles must be contained entirely within the allocated parking bay to avoid obstructing or hindering traffic flow or snow clearing operations. For an Access Vehicle Permit, the allocated Parking Bay is Nil and Authority Holder must comply with special conditions set out in Item 13.

Permit means the windscreen sticker issued by the Authority Provider under r 11 of the Regulations including the Authority Conditions.

Regulations means the *Alpine Resorts (Management) Regulations 2020*

Resorts means the Mt Buller and Mt Stirling Alpine Resorts.

Term means the period described in condition 4 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 or vehicle.

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.

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 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 Village 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

For rotational utilisation of parking bays, it is the responsibility of apartment owners/lodge members to ensure the correct numbers of authorised vehicles are parked in the allocated parking bay at any time. If the number of parked authorised vehicles exceeds the allocated parking bays, parking infringements will be issued to all vehicles.

For an Access Vehicle Permit the site name listed on the Permit windscreen sticker is for 30min pick up/drop off only. Overnight parking is allowed on the roadside between Tip Corner and the CSIR ramp or in an overnight car park, as directed by Parking Attendants. Drivers are eligible for a complimentary

transfer between the Village Square Transport Office and their parked vehicle during standard operating hours of the ride share service (formerly known as valet taxi).

For a Transferable Permit, the 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.

If there is an inconsistency between a special condition and any other Authority Condition, the special condition prevails.

14. Refund Policy – Pandemic

The permit is non-refundable for any reason other than a qualifying Resort Closure Pandemic Event (as defined below).

- a) the Ski Lifts at the Resort are not operational for more than 35 days during the declared Snow Season because of a Pandemic; and/or the Authority Holder is prevented by a Pandemic from travelling to the Resort for more than 35 days during the Snow Season, then the Holder may claim a refund of a proportion of the Purchase Price of the Permit as determined in accordance with clause 14.e (other than the circumstances in clause 14.e.xii) in which case the Authority Holder is not entitled to any refund or credit of the Purchase Price.
- b) to claim a refund the Authority Holder must complete a refund form available from the Board and forward the completed refund form to the Board.
- c) the Authority Holder will not be entitled to a refund until the Board has received the completed refund form and any other information reasonably required by the Board.
- d) the Board will, acting reasonably but in its sole and absolute discretion, determine the eligibility of a Authority Holder for a refund pursuant to this clause 14.
- e) the refund to which an Authority Holder may be entitled to claim under this clause 14 is determined by the number of days the Permitted Vehicle was within the Resorts during the declared snow season. If the number of days the Permitted Vehicle was within the Resorts during the declared Snow Season is:
 - i. 0 days, the refund is 100% of the Purchase Price.
 - ii. 1 day, the refund is 90% of the Purchase Price.
 - iii. 2 days, the refund is 81% of the Purchase Price.
 - iv. 3 days, the refund is 72% of the Purchase Price.
 - v. 4 days, the refund is 63% of the Purchase Price.
 - vi. 5 days, the refund is 54% of the Purchase Price.
 - vii. 6 days, the refund is 45% of the Purchase Price.
 - viii. 7 days, the refund is 36% of the Purchase Price.
 - ix. 8 days, the refund is 27% of the Purchase Price.
 - x. 9 days, the refund is 18% of the Purchase Price.
 - xi. 10 days, the refund is 9% of the Purchase Price, or
 - xii. more than 10 days, the Authority Holder is not entitled to any refund of the Purchase Price.
- f) A refund claim under this clause 14 may only be made after the end of the declared Snow Season and may take approximately four (4) weeks from the date upon which the claim is received by the Board to process.