

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 Village location including 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/Supplier means the Alpine Resorts Victoria-Mt Buller/Mt Stirling. 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 6 June 2026, or the beginning of the 2026 Declared Snow Season.

Driver means a driver of an Authorised Vehicle.

Expiry Date means 5 October 2026, or the end of the 2026 Declared Snow Season.

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.

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 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:

- must comply with the Regulations and the directions of the Board relating to wheel chains and Authority Holders must ensure that the Permitted Vehicle is suitably equipped to drive on a declared Hazardous Road and on icy and snow covered roads.
- 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

Authority Holder must permanently affix the Permit to the bottom right hand side of the Permitted vehicle windscreen. under the sweep of the windscreen wiper blades. Any other location maybe a breach of Vicroads regulations. Permit cannot be altered in any way.

Permitted Vehicle must not display permits for Mt Buller & Mt. Stirling which do not relate to the current snow season.

If the Permitted vehicle is unable to park in the allocated space for any reason, the Permitted vehicle must exit the Village and park in the Tip Corner Car Park or Hell Corner Car Park. If either or both of these Car Parks are full, the vehicle must park as directed by Board Staff.

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.

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. A Vehicle with a Transferable Parking Permit must be parked within a designated and self contained car park with a managed system of entry and exit which has been approved by the Board.

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

14. Acknowledgement

The Permit Holder acknowledges and agrees that due to the nature and location of the Resort, access to the Resort during the Declared Snow Season may be impacted from time to time by weather and access conditions that are outside of the Supplier's reasonable control. The Supplier will not be liable to any Permit Holder for any loss or damage (including, but not limited to, indirect or consequential loss or damage, for example, but not limited to, travel and accommodation costs) suffered as a result of or arising from the closure of a Resort for any reason) including but not limited to road closures.

The Supplier will not be liable to refund payments made for a Permit under any circumstances, including, but not limited to: the Permit Holder's change of mind; a Force Majeure Event including: fire or explosions; earthquake or major earth tremor; tempest, hurricane or cyclone; flood; avalanche or landslide; lightning strike; industrial strike; sabotage, vandalism and malicious damage; war and hostilities and civil war; and anything else outside of the Supplier's reasonable control, whether similar to the matters above or not; poor snow conditions; other facilities within a Resort not operating or open (for example the village shuttle service not operating); where the lift service is not operational; or any other circumstance beyond the reasonable control of the Supplier.

The Supplier is excused from performing its obligations under these Conditions to the extent caused by a Force Majeure Event.

The Supplier will refund Permit Holders for payments made for Permits only in the following limited circumstances: if the Resort is forced to close due a Government Directive;

where the Supplier is required by law to provide a refund, in which case such refund will be provided in accordance with those laws. If one of these 2 events occurs, the Permit Holder will be entitled to apply for a refund as follows: a full refund of the price of the Permit if the Permit Holder has not had access to the Resort within the Declared Snow Season; or a proportionate refund of the price of the Permit will be provided in accordance with a pro-rata refund Schedule.

The Supplier is not obliged to replace a Permit or provide a refund for a lost, stolen or damaged Permit but may do so in its absolute discretion (provided the Permit Holder can show satisfactory proof of purchase) in which case a replacement fee of \$60 will apply.

Permit Holders acknowledge that the Supplier and third parties authorised by the Supplier may make or record film, photographs or other forms of moving picture, still picture or any of them at the Resorts (including, but not limited to, of Permit Holders). Each Permit Holder grants to the Supplier and third parties authorised by it, permission to use photographs, film, tape, or other images or likenesses of the Permit Holder in any media (including publication within or outside Victoria, Australia and for any purpose without identification or compensation or payment of any kind).

The Supplier collects personal information about patrons attending the Resorts. The Supplier may collect the name, address, phone number and email address of permit holders, as well as film, photographic and other footage, for the purposes of conducting research, marketing and promotional activities in respect of the Resorts. By accessing the Resorts and its facilities, Permit Holders acknowledge and agree that the Supplier and its affiliates have the right to collect and use any image collected of the Permit Holders and its guests while at the Resorts in order to promote the Resorts.

The Supplier accepts no liability for damage or loss that may occur to your vehicle while parked at the Resort. Resort operations involve heavy snow clearing machinery operating in difficult conditions. Incidental damage to vehicles can occur from time to time if vehicles are not parked correctly or Permit Holders do not follow the directions of the Supplier. In such circumstances the Supplier will not be responsible for any loss or damage that occurs during this process (except where such loss or damage is a result of the Supplier's negligence or wilful misconduct).

Condition of roads and road surfaces is highly dynamic based on weather, visibility, snow clearing, treatment and surface integrity. The Supplier does not make any guarantee as to the suitability of the roads and car parks

for specific vehicles nor guarantee levels of hazard reduction. All Permit Holders must follow any directions provided by the Supplier, including directions regarding the fitting of chains. Permit Holders acknowledge and agree that such directions are necessary to manage and mitigate risks based on the circumstances and conditions at the time.

Where circumstances arises such that the Supplier forms the view that there is a risk to you or other Permit Holders (e.g. if a vehicle falls off a road, becomes trapped or is otherwise located in a position that poses a risk to you or other Permit Holders), the Supplier or a nominated third party may move your vehicle or take any other action that it considers reasonably necessary at the time in order to remove or mitigate such risk. The Supplier will not be responsible for any loss or damage that occurs during this process (except where such loss or damage is a result of the Supplier's negligence or wilful misconduct).

Walking within an alpine village has inherent risks due to the prevalence of snow and ice. The Supplier does not make any guarantee as to the hazard status of public access areas that are highly impacted by weather conditions. Permit Holders must use extreme caution and take appropriate hazard reduction measures (such as boot chains) to ensure you can safely navigate these areas.

Resort roads are shared zones with over snow machinery, skiers and walkers. Permit Holders must use extreme caution at all times when navigating these areas.