

## **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 2020* (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 2020*

**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.

### **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 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**

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.

#### **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 21 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 21 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.