



AUTHORITY

Alpine Resorts (Management) Regulations 2020

HELICOPTER LANDING

FALLS CREEK ALPINE RESORT

This Authority is intended to authorise the use of areas of land for a specified purpose in Falls Creek Alpine Resort. Complete all details on this form and return to the address listed in item 14 of the Schedule with a copy of insurance as per clause 2.4. This authority is to be read and complied with in conjunction with the FCRM Helicopter Work Practice 1.0.

This authority is granted by the Falls Creek Resort Management Board ("the Board) to the permitted user and commences on the date set out in the schedule.

APPLICATION DETAILS

This Authority is issued pursuant to Regulation 18 of the *Alpine Resorts (Management) Regulations 2020*.

FCRM can be contacted on 03 5758 1200.

1. **Licensors** Falls Creek Alpine Resort Management Board

2. **Name of Applicant / Company**

(Authority Holder) _____

Address _____

3. **Contact**

Contact Phone Numbers _____

4. Description and purpose of landing _____

(attach supporting information if applicable)

5. Proposed landing dates

6. Permission of Lessee's attached YES / NO / NOT APPLICABLE
(required if operating within leased area/s)

7. Public Liability attached (see clause 1.) To be provided by applicant

SCHEDULE

SCHEDULE

- 1 Board: FALLS CREEK ALPINE RESORT MANAGEMENT BOARD
(ABN 21 789 770 569)

- 2 Reservation description: Falls Creek Alpine Resort
- 3 Permitted Area: Falls Creek Helipad located in Gully Car Park, Falls Creek.
- 4 Powers under which Authority granted:
 - a. Section 39 Alpine Resorts (Management) Act 1997
 - b. Alpine Resorts (Management) Regulations 2020-Division 4, Regulation 30

- 5 Permitted Purpose: To use the area outlined in item 5 for the landing and departure of commercial, private, and emergency helicopters.

- 6 Amount of Public Liability Insurance: not less than \$20,000,000.

- 7 Board Address: PO Box 50, Falls Creek, Vic, 3699

- 8 Special Conditions:
 - i. The Operator will inform the times that they are operating the service to the Board.
 - ii. The Board has the ability to restrict and close access to the helipad at our discretion at any time if required.
 - iii. The Board has the ability to impose additional restrictions at our discretion if required.
 - iv. The Operator must adhere to the Civil Aviation Safety Regulations 1988.
 - v. The Operator will ensure that any Flight Crew and Crewpersons are appropriately qualified, rated, endorsed, skilled, experienced and licenced to carry out the function detailed in Item 7.
 - vi. The Operator will ensure that any aircraft operating under this agreement are maintained in good condition in accordance with the manufacturer's requirements, Australian State and Federal legislation.

- vii. The Operator will comply with all requirements of the Board throughout the Term of this permit regarding the safe use and operation of the Falls Creek Helipad.
- viii. The Operator will read and comply with the guidelines listed in the Helicopter Work Practice provided to all operators.
- ix. All maintenance, operation and other costs associated with the discharge of this permit will be at the cost of the Operator.
- x. The Board will make available the use of the Falls Creek Helipad for the Operator at times other than those required for medical evacuations and at any time it is activated for the Falls Creek Emergency Management Plan or any other search and rescue or emergency situation.
- xi. The Board will inform the availability of the service at times indicated in Item 15.i.
- xii. Special items for the operation and safety of the helipad:
 - a. All inbound flights must make contact with FCRM (during operating hours) prior to departure to ascertain the local weather conditions and/ or pad status. FCRM can be contacted on 03 5758 1200.
 - b. All inbound flights must provide FCRM with the aircraft's registration number, pilot contact mobile phone number, ETA prior to departure.
 - c. During the Declared Snow Season, the Operator shall also advise the number of passengers for inbound flights prior to departure.
 - d. No aircraft is permitted to fly directly over the Falls Creek Village or the Falls Creek Wastewater Treatment Plant when using the helipad.
 - e. When approaching the permit area at Gully Carpark, all aircraft will approach this pad from the NNW through to the ENE.
 - f. No aircraft will be permitted to land at the helipad between the hours of Sunset and Sunrise (Emergency Aircraft exempt).
 - g. If the Operator's aircraft is landed at the helipad and FCRM are advised of an incoming Emergency Services aircraft, the Operator must remove their aircraft from this area immediately.
 - h. No aircraft is to be parked at the helipad for a period of time greater than 30 mins (Emergency

Aircraft exempt) unless otherwise permitted by the Board.

- i. The Operator shall not leave the aircraft unattended for a period of time greater than 15 minutes.

AUTHORITY - CONDITIONS

- 1. Public Liability Insurance** - The Authority Holder is required to maintain at all times, a public liability insurance policy providing for no less limit of indemnity for any one occurrence during the policy period than the amount of \$20,000,000, and the policy must be endorsed to indemnify and note the interest of Falls Creek Alpine Resort Management Board.

- 2. Rights Conferred** – The rights conferred by this Authority are non-exclusive, do not create or confer upon the Authority Holder any tenancy or any estate or interest in or over the Area of Operation or any part of it, and do not comprise or include any rights other than those granted or to which the Authority Holder is otherwise entitled by law.

- 3. Use of Land** – The Authority Holder hereby covenants with the Falls Creek Alpine Resort Management Board (“the Board”) that during the term the Authority Holder will not:
 - (a) Conduct the Activity for any purpose other than the purpose referred to in this Authority without first obtaining the Licensor’s written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions;
 - (b) Do or cause or permit to be done anything which constitutes an actionable nuisance, annoyance or disturbance to other persons in the Area of Operation, causes the Area of Operation to be left in a state less than as good or better state than before the Activity commenced or to operate outside the Area of Operation or to occupiers of properties adjoining or contained within the Area of Operation;
 - (c) Permit any rubbish to accumulate within in or about the Area of Operation;
 - (d) Operate the Activity with any hazardous chemicals without the Licensor’s written consent save a reasonable quantity of any hazardous material which is normally used for the Activity, actually carried on, or used in connection with the Activity and which is kept in compliance with the requirements of any authority charged with regulating the keeping of it.
 - (e) Without first obtaining the written consent of the Licensor assign, under-licence, mortgage, or charge this Authority or part with or share the Activity or any part of it.
 - (f) Prevent, attempt to prevent or in any other way hinder, obstruct or permit the hindrance or obstruction of the Licensor or the Licensor’s servants, employees or agents at any time from inspecting the Activity either with or without motor vehicles or other equipment for any purpose and in particular, but without restricting the generality of the foregoing, for any of the following purposes:-
 - inspection of books of account or tools of trade; or,
 - any other lawful purpose.
 - (g) Do not allow anything to be done which might result in any insurance relating to the Licensed Business becoming void or voidable;
 - (h) Erect or permit the erection of any improvement on the Area of Operation without the Licensor’s prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions;
 - (i) The Board shall not conduct any part of the rights conferred by this Authority on or within any lease area within the resort without prior written and current consent of the relevant lessee;
 - (j) The Authority Holder shall not conduct any part of the rights conferred by this Authority in any area which causes an obstruction or poses a safety risk to the general public or any person;

4. Compliance with Law – The Authority Holder must comply with the provisions of all statutes, regulations, local laws and by-laws relating to the activity and/or the land and all lawful orders or directions made under them at its cost.

5. Termination upon Default – If the Licensor is satisfied, after giving the Authority Holder a reasonable opportunity to be heard, that the Authority Holder has failed to comply with any terms or conditions of the Authority, the Licensor may, declare that this Authority is cancelled, and upon cancellation the Authority Holder will not be entitled to any compensation whatsoever.

6. Special Conditions

(These conditions will be inserted by the Licensor after receipt of the Application and prior to the Granting of this Authority)

7. Resort Entry

Normal Resort Entry fees apply during the declared Snow Season only (Declared Snow Season only)

ACCEPTANCE OF TERMS, INDEMNITY AND GRANTING OF AUTHORITY

The Authority Holder hereby agrees to comply with the terms and conditions of this Authority.

Indemnity - The Authority Holder hereby indemnifies Falls Creek Alpine Resort Management Board, in respect of any claim or liability for property damage and/or injury or death of any person which arises directly or indirectly out of negligence, tort, contact, or breach of a statutory duty by the Authority Holder or any associated party consequential to the use or occupation of the Land, including, but without restricting the generality of the foregoing, the pollution or contamination of land or water, and any costs, charges and expenses incurred in connection therewith.

Signature of Authority Holder

Name of Authority Holder

Date

THIS AUTHORITY IS GRANTED BY **FALLS CREEK ALPINE RESORT MANAGEMENT BOARD** to the **Authority Holder** and is valid for the dates set out in Item 5 of the Authority Application details.

In consideration of the payment of the Authority fee (if applicable) and Bond (if applicable) the conditions contained in this Authority, the Board or a person authorised by the Board, at the request of the Authority Holder HEREBY AUTHORISES the Authority Holder to use the Land described in this Authority for the specified purposes set out in this Authority.

This Authority is subject to the provisions of the *Crown Land (Reserves) Act* 1978 and the *Alpine Resorts (Management) Act* 1997 and Regulations thereunder, the Conditions and Special Conditions set out in the Authority and any Statutory conditions or requirements.

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Stuart Smythe, Chief Executive Officer
Falls Creek Alpine Resort Management Board

NOTE:

<i>1</i>	<i>This Authority is not valid until it has been signed by all parties, all required documentation has been supplied to the satisfaction of THE BOARD and payment (if any) has been made.</i>
<i>2</i>	<i>This Authority is an important document and should be stored in a secure and safe place. In the event of loss, a replacement fee may be charged.</i>