

AUTHORITY

Alpine Resorts (Management) Act 1997

SHORT TERM ACTIVITY (UAV's)

FALLS CREEK ALPINE RESORT

This Authority is intended to authorise use of particular areas of land for a specified purpose in Falls Creek Alpine Resort for a short period of time and for specific dates. If a longer term is required or the activity is to occur on a regular basis the operator may be required to apply for a Licence.

If intending to use land, which is currently leased, the written permission of the Lessee will be required. The Lessee for the Ski Slope area is Falls Creek Ski Lifts - ph (03) 5758 1000. If intending to enter the Alpine National Park a permit from Parks Victoria will be required - ph (03) 5754 4693.

Complete all details on this form and return to address below with a copy of insurance as per clause 1.

Please note: applications are subject to a 7 day processing period.

APPLICATION DETAILS

This Authority is issued pursuant to Regulation 13 of the *Alpine Resorts (Management) Regulations 2009*.

1. Licensor Falls Creek Alpine Resort Management Board

2. Name of Applicant / Company

(Authority Holder) _____

Address _____

3. Contact

Contact Phone Numbers _____

4. Description and Purpose of Activity _____

(attach supporting information if applicable)

5. Area of Operation and 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

8. Authority Fee \$ _____ Waived

9. Bond \$ _____ Nil

10. Casa Certification for the use of UAV's To be provided by applicant

11. Job Safety Analysis To be provided by applicant

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 \$10,000,000, 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 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;
- (k) This Authority does not carry or convey any entitlement to the use of an oversnow vehicle within the resort. The Licensor, at its sole discretion, may permit the use of an oversnow vehicle where there is demonstrated need. Any permit so issued, may contain conditions covering the use of such a vehicle including registration requirements, hours of use and permitted areas of use. Specifically, vehicles shall not be used in any lease area, including the ski area lease, without the prior written consent of the relevant lessee.

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 (winter 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 6 of the Authority 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.

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

NOTE:

1	<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>
2	<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>