



**SKI CLUB OF VICTORIA  
RESERVED PARKING BAY  
PARKING PRIVILEGES**

**THIS AGREEMENT is made the** .....Day of ..... 2017, between

**Ski Club of Victoria Ltd of Summit Road Mt Buller Victoria (“SCV”) and**

..... (“The Grantee”)  
(Insert name of natural person)

**Of:** .....  
(Insert the Grantee’s address)

In respect of a Parking Bay allocated by the SCV Manager for use by the Grantee in the SKI CLUB OF VICTORIA PARKING AREAS (“the SCV’s parking area”)

For the Period from the opening of the ski season at noon Friday 10th June 2017 until the date the lifts operated on Mt Buller close for the 2017 ski season.

**Parking Privileges Fee of \$.....(Inc. GST) [insert amount you are paying]**

Solely for the Four Wheel Drive: ..... (“The 4WD”)  
*Please Insert - Make Model Year*

4WD Vehicle Registration Number: ..... Colour..... In the State of:.....

**2017 SCV Parking Fees (including GST)**

- \$2180.00 Season Pass:** Allocated parking bay in either Front or Dump Inn Car Park for use when staying at SCV
- \$3030.00 Full Season Pass:** SCV Member residing elsewhere on Mt Buller but requiring on site season parking
- \$850.00 Access Pass:** Drop luggage & guests at either the Whitt or Kandahar, then park at ‘Tip Corner’ Car Park

I authorize the Ski Club of Victoria to debit my credit card (surcharge applies) for season parking .  
Credit Card No: \_\_\_\_\_ Expiry \_\_ / \_\_ csv No \_\_\_\_

Name on Card \_\_\_\_\_ Signature \_\_\_\_\_  
Credit Card Payments will incur at surcharge fee (MasterCard/Visa 1.5% / AMEX 3%)

**OR Direct Deposit Payment Details:**

Account name: The Ski Club of Victoria  
ANZ Bank: **BSB 013-128 Account number: 7321413** Reference: **YOUR NAME**

**\* Please fill in above details, tick preferred car pass, read terms and conditions then turn to page 2 & sign. Scan & email to [reservations@skivictoria.com.au](mailto:reservations@skivictoria.com.au) or Fax to: 03 5777 6722**

**The parties agree that the PARKING PRIVILEGES:**

- can only be used at the times:
  - a) The Grantee is a fully paid up member of the Ski Club of Victoria;
  - b) The Grantee has booked and fully paid for accommodation at “The Whitt” or “Kandahar” Lodges at the times the Grantee’s 4WD is parked on the Ski Club of Victoria’s sites;
- hereby conferred are personal to the Grantee and may not be assigned or transferred without the prior approval of the SCV.
- are created by contract and do not create any interest in the SCV’s land.

- allow their 4WD to only be parked in the Bay designated by the Manager and will not be parked in any bay marked "Reserved" (unless that bay bears the registration number of the Grantee's 4WD); parked in areas marked "No Standing" or in the front of "the Whitt" or elsewhere on the SCV land without prior permission of the Manager (which permission may be conditional)

**THE GRANTEE WARRANTS REPRESENTS AND AGREES THAT SHE/HE:**

- has a current full driver's license and the 4WD has all necessary equipment such as tyre chains or snow tires and has all permits from the Mt Buller Resort Management Board to enter the Mt Buller Ski Resort and park on the SCV's site.
- will abide by the terms of the Resort Management Board's permit and all road laws and road and parking signs as if same were set out here in full.
- that the suspension, revocation, loss or cancellation of that permit or the Grantee's driving Parking Privileges, will automatically and without notice terminate the Grantee's right to enter the ski resort and will end the Grantee's right to park on any part of the SCV's land.
- warrants, represents and agrees that the 4WD, and any person controlling it on the SCV' property is insured for, and will in the event of incidents be fully covered by the insurer for harm, loss, injury, death and claims sustained by third person and third person's property and the SCV's fixtures and buildings.
- agrees that if the 4WD is parked other than within the confines of its reserved parking bay, the SCV may immediately revoke this Parking Privileges without prior notice, and the Grantee will pay to the SCV on demand an additional Parking Privileges fee of \$400.00 per day or part thereof that the 4WD is on SCV property. To better secure the payment of the said \$400.00 of the Additional fee, the Grantee irrevocably authorizes the SCV to take the payment from the Grantee's credit card. The Grantee also authorizes the SCV to deduct from the Grantee's credit card any costs, including a \$90.00 call out fee for over snow transport, incurred by the third parties due in any way to the Grantee's breach of this agreement.
- will not permit any person other than the Grantee to drive the 4WD on to, on or off the area the SCV occupies on Mt Buller.
- acknowledges and agrees that driving in snow and /or ice is inherently dangerous, Owner Onus applies, and the Grantee hereby indemnifies the SCV to the fullest extent of the law.
- is solely responsible for all incidents involving the 4WD, and other vehicle, the 4WD's occupants and other third parties. The Grantee hereby indemnifies, and will keep indemnified and hold harmless, the SCV from all cause of action, claims, assertions, loss, damages, and costs and expenses whatsoever.
- accepts that the roads and access to, and within, the SCV's parking area will at times be adversely affected or hampered by ice, snow, water and other hazards and may not always be available for use following snowfalls.
- accepts the SCV is not required to keep roads or entrances or the parking bay clear or accessible and that the 4WD may be snowed in or blocked and agrees that it is their sole responsibility to remove hazards and blockages including snow
- agrees to remove the 4WD upon request to facilitate any removal of snow by the Resort Management Board and the SCV Management.
- agrees the SCV has no liability whatsoever for acts or omissions by the SCV or the SCV's officers agents or employees, theft from or of the 4WD, acts of vandalism or damage to the 4WD, injuries sustained by third parties, accidents or collisions, trespassers using the parking bay, third parties blocking all or part of the parking bay, or damage from falling ice sheets or icicles or debris.
- waives on behalf of any insurer all rights of subrogation against the SCV and agrees to forbear from initiating any action against the SCV or its officer's agents or employees.
- Accepts that these Parking Privileges may be revoked by the SCV for the remainder of the ski season on the recommendation of its Manager in the event the 4WD is parked contrary to the terms of this agreement and/or the Grantee is indebt to the SCV on any account whatsoever.

Signature \_\_\_\_\_

Date \_\_\_\_\_



# FOR MOUNT BULLER AND MOUNT STIRLING ALPINE RESORTS

## 1 Definitions

In this Permit:

- (a) "Act" means the Alpine Resorts (Management) Act 1997.
- (b) "Allocated Parking Space" means a hard standing area in the Village which is allocated specifically for the parking of the Permitted Vehicles and includes an area which may be wholly contained in a lease or licence; an area partly contained in a lease or licence or an area which is not contained in a lease or licence;
- (c) "Areas Outside the Village" includes any area outside the Village;
- (d) "Board" means the Mount Buller & Mount Stirling Alpine Resort Management Board, its employees, agents, representatives & contractors;
- (e) "Car Parks" means the areas for parking cars shown on the Plan;
- (f) "Conditions" means these Permit Conditions;
- (g) "4WD/AWD Vehicle" means a vehicle with the capacity to transmit drive to all four wheels of the vehicle and fitting the criteria as specified by the Board;
- (h) "Hell Corner Car Park" means the Car Park shown "HCCP" on the Plan;
- (i) "Mt Buller" means the Mount Buller Alpine Resort;
- (j) "Mt Stirling" means the Mount Stirling Alpine Resort;
- (k) "Permit" means a category of permit for a 4WD/AWD Vehicle issued under the Regulations and which includes, without limitation, a Village Access Permit, Village Parking Permit or Transferable Parking Permit;
- (l) "Permit Holder" means the person holding a valid Permit
- (m) "Permitted Vehicle" means the 4WD/AWD Vehicle for which a Permit has been issued. One registration number only can be nominated per Permit;
- (n) "Plan" means the Plan or Plans of Mt Buller showing Car Parks and which is kept at the administration office of the Board;
- (o) "Regulations" means the Alpine Resorts (Management) Regulations 2009 and any reference to "Regulation" refers to these Regulations;
- (p) "Transferable Parking Permit" means a Village Parking Permit which is transferable between 4WD/AWD Vehicles and for which the fee determined by the Board under the Regulations has been paid;
- (q) "Tip Corner Car Park" means the Car Park shown "TCCP" on the Plan;
- (r) "Village" means the area bordered in thick lines on the Plan;
- (s) "Village Access Permit" means a Permit allowing access for a Permitted Vehicle to enter but not park in the Village and for which a fee determined by the Board under the Regulations has been paid;
- (t) "Village Parking Permit" means a Permit allowing access for a Permitted Vehicle to enter and park in an Allocated Parking Space in the Village and for which the fee determined by the Board under the Regulations has been paid;
- (u) Unless defined in this Permit, expressions have the same meaning as in the Regulations.

## 2. Authority

The Conditions are made under the Regulations.

## 3. Snow Season

The Conditions apply for the snow season specified on the Permit.

## 4. Acknowledgements by Permit Holder

- (a) No representation, warranty or assurance is given that the Permit will be issued for any further snow season.
- (b) No right, title, interest or legitimate expectation is embodied in the issue of the Permit.
- (c) Property in the Permit vests with the Board who may in its discretion, mark, endorse, invalidate, vary, confiscate or cancel the Permit and/or restrict entry into Mt Buller, Mt Stirling and/or the Village.
- (d) The Board is not responsible for clearing and keeping clear the Allocated Parking Space of snow.
- (e) The Plan has been inspected and the location of Car Parks in relation to the Village and other areas within Mt Buller is understood.
- (f) Breach of the Conditions is an offence under the Regulations carrying a maximum penalty of 2 penalty units and/or Permit cancellation.

## 5. Positive Obligations of Permit Holder

- (a) Permit Holder must comply with directions of the Board given at any time or from time to time in the interests of safety or for the management, protection or control of traffic at Mt Buller & Mt. Stirling.
- (b) Permit Holder must comply with the Conditions for access to, unloading and parking of Permitted Vehicle as specified in this Permit.
- (c) Permit Holder must affix the Permit to the Permitted Vehicle permanently to the left hand side of the vehicle windscreen. The Permit must not be altered in any way.
- (d) Permit Holder must comply with the Regulations and the directions of the Board relating to wheel chains and ensure that the Permitted Vehicle is suitably equipped to drive on a declared Hazardous Road and on icy and snow covered roads.

## 6. Negative Obligations of Permit Holder

- (a) Permit Holder must not transport people or luggage from:
  - (i) Car Parks to the Village;
  - (ii) Village to the Car Parks;
  - (iii) Areas Outside the Village to the Village in association with a business;
  - (iv) Village to Areas Outside the Village in association with a business.
- (b) Permit Holder must not obstruct or hinder the flow of traffic and snow clearing machinery.
- (c) Permit Holder must not display on the Permitted Vehicle permits for Mt Buller & Mt. Stirling which do not relate to the current snow season.
- (d) Conditions 6(a) (iii) and (iv) may be varied with the prior written approval of the Board.
- (e) 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.
- (f) The Permitted Vehicle must proceed directly from the Allocated Parking Space to Areas outside the Village.

## 7. Conditions Applicable to Village Access Permits

- (a) Permitted Vehicle must proceed directly to the Allocated Parking Space in order to load or unload passengers and luggage.
- (b) The maximum period allowed for loading or unloading of Permitted Vehicle is 30 minutes.
- (c) Whilst loading or unloading, Permitted Vehicle must not obstruct or hinder the flow of traffic or snow clearing machinery.
- (d) When loading or unloading is completed, Permitted Vehicle must be parked in the first available parking space 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.

## 8. Conditions Applicable to Village Parking Permits

- (a) Permitted Vehicle must proceed directly to park in the Allocated Parking Space, which shall be On-site or Road side.
- (b) The Permitted Vehicle must be contained entirely within the Allocated Parking Space so that it does not obstruct or hinder the flow of traffic or snow clearing machinery.

## 9. Conditions Applicable to Transferable Parking Permits

- (a) 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.
- (b) Transferable Parking Permits must be displayed on the left hand side of the vehicle windscreen of the Vehicle at all times whilst the Vehicle is within Mt Buller &/or Mt. Stirling.
- (c) The transfer of Transferable Parking Permits between 4WD/AWD Vehicles will be the sole responsibility of the Permit Holder

## 10. Indemnity

The Permit Holder must indemnify and keep indemnified the Board from and against any and all claims, losses, damage and liability (with civil or criminal) including any injury or death which is incurred by the Board as a result of the use of the Permitted Vehicle at Mt Buller & Mt. Stirling whether at the suit of the Permit Holder, any person claiming under the Permit Holder or at the suit of any third party.

## 11. Release

The Permit Holder and any person claiming under the Permit Holder releases the Board from and against any claim, loss, damage or liability (whether civil or criminal) including injury or death as a result of the use of the Permitted Vehicle at Mt Buller & Mt. Stirling.

## 12. Permit Replacement

If a Permit Holder sells Permitted Vehicle or requires a replacement Permit for the Permitted Vehicle the permit must be removed. The Permit must be returned to Mt. Buller & Mt. Stirling Resort Management Board Administration in order to receive a replacement permit. The Permit Holder will be charged an administration fee of \$30 each time a permit is Replaced