



STANDARD PERMIT AND LICENCE

National Parks Act 1975 Sections 21(1) (c) (ii)
Crown Land (Reserves) Act 1978 Section 17B

THIS PERMIT is issued by the Secretary to the Permittee.

The Park which the Permit Area is located in is subject to either the *National Parks Act 1975* or the *Crown Land (Reserves) Act 1978*.

Parks Victoria manages the Premises pursuant to a direction from the Minister for Environment and Climate Change dated 17 December 2007 and an agreement between the Secretary to the Department of Sustainability and Environment and Parks Victoria dated 20 December 2007.

This Permit permits the Permittee to enter the Park for the Permitted Purpose during the Permit Period upon the terms and conditions of this permit.

PARTICULARS

Permittees:

Name: Hang Gliding Federation of Australia Inc ("HGFA")
Incorporation No. Y0199420
(ABN 15 276 389 269)
4a/60 Keilor Park Drive, Keilor Park, Victoria, 3042

Public Officer: Chris Fogg
of 6 Sheridan Crescent, Stanwell Park NSW 2508

Contact person: Chris Fogg, General Manager, HGFA

Address: 4a/60 Keilor Park Drive, Keilor Park, Victoria, 3042

Ph: (03) 9336 7155

Fax: (03) 9336 7177

Name: Victorian Hang Gliding and Paragliding Association
Registration No. A001879T
(ABN 29 852 506 455)
of PO Box 157 Northcote VIC 3070

Public Officer: Rob Van Der Klooster
of 44 Tanner Street, Breakwater VIC 3219

Contact person: Mark Pike

Address: PO Box 3154, Burnley North VIC 3121

Secretary: **Ph:** 0408 801 356
Contact person: Mark Stone, Chief Executive, Parks Victoria
Address: Level 10, 535 Bourke Street, Melbourne VIC 3000
Ph: 03 8627 4699
Fax: 03 9613 4754

Manager: **Contact:** Commercial Services
Address: PO Box 1260, Glen Waverley VIC 3150
Ph: 03 9881 6700
Fax: 03 9801 0415

Guarantor: Not Applicable.

Park: Those Parks listed at Annexure A.

Permit Area: The Site Names listed at Annexure A within the Park.

Permitted Purpose: Use of the Permit Area for hang gliding and paragliding by the Permittee's members of each Site listed in Annexure A within the Park.

Permit Period: From 1 May 2009 to 30 April 2012

Permit Fee: \$104.00 per annum plus GST

Review Date: Each anniversary of the commencement date of the Permit Period.

Permit Bond: Not Applicable

Times of Access to Park: During the Park opening hours, currently 10am-5pm (daily) including public holidays and weekends or as otherwise agreed by the Minister.

ADDITIONAL CONDITIONS:

1. CPI Review

The following clause shall apply if the Permit Period exceeds one year.

For the purposes of this clause, the following definitions shall apply:

"**CPI**" means:

- (a) the Consumer Price Index All Groups Melbourne;
- (b) if that index is suspended or discontinued and another index is substituted by the Australian Statistician, that index; or
- (c) if there is no index under the preceding clause, the general inflation rate in Victoria as used by the Victorian Treasury for the relevant period;

"**Review Date**" means the dates specified in the Particulars.

"**Review Period**" means the period following each Review Date until the next Review Date or until the end of this permit.

The Permit Fee is subject to a review each anniversary of the commencement of the Permit Period. The Permit Fee for the next Review Period shall be calculated in accordance with the following formula:

$$A = B \times \frac{C}{D}$$

where:

A is the Permit fee for the next Review Period;

B is the annual Permit fee paid by the Permittee just prior to the relevant Review Date;

C is the CPI last published before the relevant Review Date; and

D is the CPI last published at least 12 months before the relevant Review Date.

2. New Definition

2.1 The following new definition is inserted:

"**Occupational Health and Safety Laws**" means all laws, requirements and regulations concerning the health, safety and welfare of people at work, including (without limitation):

- (a) *Occupational Health and Safety 2004 (Vic)*;
- (b) *Occupational Health and Safety Regulations 2007 (Vic)*;

(c) *Dangerous Goods Act 1985 (Vic); and*

(d) *Dangerous Goods (Storage and Handling) Regulations 2000 (Vic).*

3. Use of the Permit Area

3.1 The Permittee must: -

- 3.1.1 not use the Permit Area as a residence or allow anyone to sleep at the Permit Area;
- 3.1.2 not prepare or cook food at the Permit Area other than in areas which have been provided or approved by HGFA for that purpose;
- 3.1.3 at its own expense comply on time with all laws and legal requirements concerning the Permit Area, the use and occupation of the Permit Area, and the Minister or the Manager's property;
- 3.1.4 use all reasonable endeavours to ensure that all pilots launching from the Permit Area are a member of the Permittee and are certified to the minimum pilot rating as determined by HGFA;
- 3.1.5 use all reasonable endeavours to ensure the safety of all users of the Permit Area, and in particular all hang gliding participants. If in the opinion of the Minister, the Permit Area is unsafe for the Permitted Purpose, the Minister may close the Permit Area until reasonably satisfied that all necessary repairs and steps have been undertaken by the Permittee at its cost to make safe the Permit Area. The Permittee is not entitled to any compensation as a result of any such closure;
- 3.1.6 keep the Permit Area in good and proper repair;
- 3.1.7 comply with the obligations listed in Annexure B;
- 3.1.8 take all proper precautions to keep the Permit Area free of refuse;
- 3.1.9 not litter the Permit Area; and
- 3.1.10 comply with the Minister's and the Manager's reasonable directions concerning disposal of refuse from the Permit Area.

4. Warning Signs

- 4.1 The Permittee must at the Permittee's cost erect and maintain warning signs and barriers which are approved by the Minister at all public launch sites within the Permit Area in accordance with the requirements of Annexure B or as agreed by the Permittee and approved by the Minister from time to time.
- 4.2 The Permittee must: -
 - 4.2.1 only construct launch ramps at any launch site located within the Permit Area in accordance with the requirements of Annexure B;
 - 4.2.2 ensure that any constructed launch ramps are certified as safe for their intended use and the particular site by a qualified engineer;

- 4.2.3 ensure that the ramps are constructed in accordance with designs approved in writing by the Minister; and
- 4.2.4 ensure that the ramps contain suitable barriers or signs to discourage use of the ramps by persons who do not hold a current hang gliding qualification as certified by the Permittee.

5. Alterations

The Permittee must not: -

- 5.1 carry out any road works, remove any native vegetations or carry out any other Works which may involve site disturbance or vegetation modification at the Permit Area without the prior written approval of the Minister; or
- 5.2 make any alteration, addition or improvement or install any equipment on the Permit Area or affix any signs or notices to the Permit Area without first obtaining the prior written consent of the Minister.

6. Competitions and Events

- 6.1 The Permittee is not permitted to use the Permit Area for competitions or hang gliding events save for and except where the Minister and Manager have given the Permittee prior written approval to do so and issued the Permittee with an Event Permit.
- 6.2 The Permittee acknowledges that it will be required to obtain from the Manager a separate Event permit for each event.

7. Closure of Permit Area

- 7.1 The Permittee acknowledges that the Minister may close the Permit Area or any part of the Permit Area, temporarily or permanently, by notice in writing to the Permittee's Public Officer specifying the reasons for closure; and
- 7.2 The Permittee is not entitled to any compensation as a result of such a closure.

8. Access to the Permit Area

- 8.1 If to gain access to the Permit Area, the Permittee or the Permittee's Members and Agents must cross other land under the possession or control of the Minister or the Manager, then:
- 8.2 the Permittee must comply with the directions of the Minister or the Manager in relation to using that land; and
- 8.3 the Permittee must ensure there is no interference by the Permittee's Members and Agents with any other person using that land.

9. Adjoining Landowners

In the event that landowners within the glide path (the 'Landowners') object to the Permittee landing on their property, the Permittee agrees use its best endeavours to cooperate and participate in open discussion forums initiated by Parks Victoria or otherwise until all issues are resolved.

10. Compliance with Aviation Laws & Regulations

10.1 The Permittee, its members and associates must at all times in undertaking the Permitted Purpose at the Permit Area comply with all current aviation standards, regulations and laws (including but not limited to) the: -

- (i) HGFA Operations Manual
- (j) Directions, policies and guidelines issued by HGFA from time to time;
- (ii) CASA Regulations, Standards, Advisory Publications and laws;
- (iii) *Civil Aviation Act (Clth) 1988*, Civil Aviation Orders and Civil Aviation Regulations.

10.2 The Permittee acknowledges that any failure to comply with Clause 10.1 will constitute a default by the Permittee under this Permit.

11. Amendments to Standard Conditions

11.1 Standard Condition 4.3 is deleted and replaced with:

The Permittee may not bring on to the Permit Area and the Park during the Permit Period any equipment which is necessary for the Permitted Purpose save for and except to the extent that: -

- (a) the aircraft instruments and equipment are: -
 - i. the flight craft described and shown in the photos at Annexure C;
 - ii. Glider pack up equipment cloth bags, padding or ties;
 - iii. Pilot harnesses, helmets and clothing;
 - iv. emergency locator beacons, emergency communication equipment, torches, whistles, water or first aid kits; and

comply with the relevant design and safety standards as prescribed by the current Civil Aviation Orders (including, but not limited to, *Civil Aviation Order 103.3 Instrument 2007*), Civil Aviation Regulations and Advisory Publications, the HGFA Operations Manual and/or directions and guidelines issued by HGFA from time to time; and/or

- (b) have been approved by the Minister in writing following submission from the Permittee of a plan describing the nature and size of the equipment and its proposed location at the Permit Area or the Park. After receiving the plan the Minister will notify the Permittee of its approval or disapproval within 10 days. The Permittee must not implement any parts of the plan which have not been approved by the Minister.

11.2 Standard Condition 11 is amended by inserting the words "to the extent that Occupational Health and Safety Laws apply.

11.3 The parties acknowledge that the Standard condition 12 of this Permit is not applicable and deleted from this Permit and replaced with the following condition:

The Permittee are jointly and severally liable for any default or breach under the Licence:

- (a) even if the Minister or the Manager does not sue the Permittee or does not enforce all of its rights or the rights of the Minister against the Permittee;
- (b) even if the licence is varied;
- (c) even after the licence ends;
- (d) for any breach that occurs before the licence ends or arose as a result of the Permit ending.

DATE OF PERMIT: / /2009

ANNEXURE A
See Attached

ANNEXURE A
SITES – NATIONAL PARKS ACT 1975 AND CROWN LAND (RESERVES) ACT 1978

Site Name	Park	Mapsheet and Mapsheet No.	Eastings	Northing	Details of agreed maintenance regime	Parks Victoria Contact	Club Contact
Bishops Rock	Discovery Bay Coastal Park				See Schedule 2	Don Tumney, Ranger in Charge	Dynasoarers Hang Gliding Club
Cape Bridgewater	Discovery Bay Coastal Park				See Schedule 2	Don Tumney, Ranger in Charge	Dynasoarers Hang Gliding Club
Discovery Bay	Discovery Bay Coastal Park				See Schedule 2	Don Tumney, Ranger in Charge	Dynasoarers Hang Gliding Club
Murrells Beach	Discovery Bay Coastal Park				See Schedule 2	Don Tumney, Ranger in Charge	Dynasoarers Hang Gliding Club
Cape Liptrap	Cape Liptrap Coastal Park	Maitland Beach 8020-2-2	406300	5693200	See Schedule 2	Ross Williamson, Ranger in Charge	Skyhigh Paragliding Club
Half Moon Bay (San Remo)	Punchbowl Coastal Reserve				See Schedule 2	Sandy Brown, Ranger in Charge	Skyhigh Paragliding Club
Flaxmans Hill	Bay of Islands Coastal Park	Buttress Point 7420-4-1	651350	5733600	See Schedule 2	Andrew Roach, Ranger	Dynasoarers Hang Gliding Club
Flinders- the Bowl	Mornington Peninsula National Park	Flinders 7921-3-3	326500	5738900	See Schedule 2	Victor Teoh, Ranger in Charge	Skyhigh Paragliding Club

Johanna	Great Otway National Park	Wangerrip 7520-1-3	055000	5707250	See Schedule 2	Will Cox, Ranger in Charge	Dynasoarers Hang Gliding Club
Southside (Jan Juc)	Great Otway National Park				See Schedule 2	Dale Antonymsen, Ranger in Charge	Dynasoarers Hang Gliding Club
Jarosite (Jan Juc)	Great Otway National Park				See Schedule 2	Dale Antonymsen, Ranger in Charge	Dynasoarers Hang Gliding Club
Spion Kopp-Moggs Creek	Great Otway National Park	Aireys Inlet 7721-3-3	244100	5738000	See Schedule 2	Dale Antonymsen, Ranger in Charge	Dynasoarers Hang Gliding Club
Mt Buffalo	Mount Buffalo National Park	Eurobin 8224-1-3 Zone 55	484098	5935775	See Schedule 2	Felicity Brooke, Ranger in Charge	North East Vic Hang Gliding and Paragliding Club
Mount Dandenong-Burkes Lookout	Dandenong Ranges National Park	Melways Map Ref 66 D2	UTM 5811226 WGS 84 145° 20.798'	55 0354508 37° 50.088'	See Schedule 2	Matt Hoogland, Ranger in Charge	Melbourne Hang Gliding Club
Mt Donna Buang- Ben Cairn	Yarra Ranges National Park	Vic Map 1:25,000 Donna Buang	381605	5825320	See Schedule 2	Ian Roche, Ranger in Charge	Melbourne Hang Gliding Club
Portsea (London Bridge)	Mornington Peninsula National Park	Queenscliff 7821-3-1	298400	5754800	See Schedule 2	Victor Teoh, Ranger in Charge	Skyhigh Paragliding Club

1 Eastings and Northings provide the approximate reference point of the Site

ANNEXURE B**MAINTENANCE REQUIREMENTS FOR SITES
NATIONAL PARKS ACT 1975 AND CROWN LAND (RESERVES) ACT 1978****Discovery Bay Coastal Park****Bishops Rock**

Party responsible for site maintenance:	Dynasoarers Hang Gliding Club PO Box 402, Torquay VIC 3228
Site description:	Large natural rock plateau adjacent to Shelley Beach, 20 metres west of car park
Landing and/or Launching permitted:	Both Landing and Launching permitted
Launch type:	Natural ground ramp
VHPA Site rating:	Intermediate- Advanced

Maintenance requirements

Launch ramp certification:	N/A
Site signage:	None present
Barriers:	None present
Access Maintenance:	The Site is maintained by the Manager
Toilets:	No toilets exist at the site and there is no intention to construct toilets. Hire portable chemical toilets may need to be considered by the relevant Club during peak usage times.
Other Requirements:	Site must be maintained in a clean and weed free state

Cape Bridgewater

Party responsible for site maintenance:	Dynasoarers Hang Gliding Club PO Box 402, Torquay VIC 3228
Site description:	Grassy coastal cliffs, on track to seal colony, 50 metres past seat, 200 m before highest point.
Landing and/or Takeoff permitted:	Only Launching permitted
Launch type:	Natural ground ramp
VHPA Site rating:	Intermediate

Maintenance requirements

Launch ramp certification:	N/A
Site signage:	None present
Barriers:	None present
Access Maintenance:	Maintenance directly relating to hang gliding not carried out by the Manager
Toilets:	No toilets exist at the site and there is no intention to construct toilets
Other Requirements:	Site must be maintained in a clean and weed free state

Discovery Bay

Party responsible for site maintenance:	Dynasoarers Hang Gliding Club PO Box 402, Torquay VIC 3228
Site description:	Large sand dunes north of access track.
Landing and/or Launching permitted:	Both Landing and Launching permitted
Launch type:	Natural ground ramp
VHPA Site rating:	Novice
Restrictions:	Launching only permitted within 100 metres of walking track

Maintenance requirements

Launch ramp certification:	N/A
Site signage:	None present
Barriers:	None present
Access Maintenance:	Maintenance directly relating to hang gliding not carried out by the Manager
Toilets:	No toilets exist at the site and there is no intention to construct toilets.
Other Requirements:	Site must be maintained in a clean and weed free state.

Murrells Beach

Party responsible for site maintenance:	Dynasoarers Hang Gliding Club PO Box 402, Torquay VIC 3228
Site description:	Coastal Hill, 20 metres west of car park.
Landing and/or Launching permitted:	Both Landing and Launching permitted
Launch type:	Natural ground ramp
VHPA Site rating:	Novice

Maintenance requirements

Launch ramp certification:	N/A
Site signage:	None present
Barriers:	None present
Access Maintenance:	Maintenance directly relating to hang gliding not carried out by the Manager
Toilets:	No toilets exist at the site and there is no intention to construct toilets.
Other Requirements:	Site must be maintained in a clean and weed free state.

Cape Liptrap Coastal Park

Cape Liptrap

Party responsible for site maintenance:	Skyhigh Paragliding Club PO Box 441, Kew VIC 3101
Site description:	Slashed launching/landing site (approx .45m x 20m).
Landing and/or Takeoff permitted:	Landing and Launching permitted
Launch type:	Natural ground ramp (cliff top)
VHPA Site rating:	Intermediate
Restrictions:	Organised hang gliding and paragliding events prohibited

Maintenance requirements

Launch ramp certification:	N/A
Site signage:	None present
Barriers:	Steel gate at beginning of site access track off Cape Liptrap Road
Access Maintenance:	Occasional slashing required
Toilets:	No toilets exist at the site and there is no intention to construct toilets. Hire portable chemical toilets may need to be considered by the relevant Club during peak usage times.
Other Requirements:	Site must be maintained in a clean and weed free state.

Punchbowl Coastal Reserve

Half Moon Bay (San Remo)

Party responsible for site maintenance:	Skyhigh Paragliding Club PO Box 441, Kew VIC 3101
Site description:	Grassy coastal dunes/cliffs
Landing and/or Launching permitted:	Both Landing and Launching permitted
Launch type:	Natural ground ramp
VHPA Site rating:	Novice

Maintenance requirements

Launch ramp certification:	N/A
Site signage:	None present
Barriers:	None present
Access Maintenance:	Not required
Toilets:	No toilets exist at the site and there is no intention to construct toilets.
Other Requirements:	Site must be maintained in a clean and weed free state.

Bay of Islands Coastal Park**Flaxmans Hill**

Party responsible for site maintenance:	Dynasoarers Hang Gliding Club PO Box 402, Torquay VIC 3228
Site description:	Hang Gliding ramp located at the very end of Mathiesons' Road (or Whites Road)
Landing and/or Launching permitted:	Both Landing and Launching permitted
Launch type:	Natural ground ramp
VHPA Site rating:	Intermediate

Maintenance requirements

Launch ramp certification:	N/A
Site signage:	None present
Barriers:	A wooden post and rail barrier currently exists
Access Maintenance:	Maintenance directly relating to hang gliding not carried out by the Manager
Toilets:	No toilets exist at the site and there is no intention to construct toilets. Hire portable chemical toilets may need to be considered by the relevant Club during peak usage times however consultation with the Ranger in Charge must occur.
Other Requirements:	Site must be maintained in a clean and weed free state.

Mornington Peninsula National Park**Flinders- the Bowl**

Party responsible for site maintenance:	Skyhigh Paragliding Club PO Box 441, Kew VIC 3101
Site description:	Located beside Golf Links Road, Flinders (Melway Ref 261 J 10) with a small bitumen car parking area. A fence separates the car park from the ramp. The ramp is formed earth with an Astroturf covering. Metal signs indicate safety messages and pilot information.
Landing and/or Launching permitted:	Both Landing and Launching permitted
Launch type:	Ground ramp
VHPA Site rating:	Novice/Intermediate
Restrictions	Pilots must not land on the golf course. The preferred landing is on the beach but there is no direct access from the beach to the ramp.

Maintenance requirements

Launch ramp certification:	N/A
Site signage:	Two metal signs are displayed on a pipe post. A safety warning sign displays the message "Warning Hang Gliding Site- Unstable Cliffs, Low Flying Aircraft" whilst the second sign reads "Pilot Information, Pilot Rating- Novice, Beach Landing Only. Keep to Walking Tracks. No Aerobatics." The Manager maintains the safety warning sign while the Club maintains the pilot information sign.
Barriers:	A cypress pine and weldmesh fence with gate is maintained between the ramp and the car park
Access Maintenance:	Vehicle access is excellent for all types of vehicles to the ramp and the beach below. There is no definite walking track between the beach and the ramp and pilots must be discouraged from creating shortcuts.
Toilets:	No toilets exist at the site and there is no intention to construct toilets. Hire portable chemical toilets may need to be considered by the relevant Club during peak usage times.
Other Requirements:	Site must be maintained in a clean and weed free state. Occasional pruning of vegetation may be required to maintain the front and the sides of the ramp. Astroturf must be maintained in a suitable condition. Grass may need to be mowed.

Great Otway National Park**Johanna**

Party responsible for site maintenance:	Dynasoarers Hang Gliding Club PO Box 402, Torquay VIC 3228
Site description:	Cliff area west of Johanna Campground. Access via Old Coach Road (Open grassed area between coastal scrub)
Landing and/or Launching permitted:	Both Landing and Launching permitted
Launch type:	Natural ground ramp
VHPA Site rating:	Intermediate

Maintenance requirements

Launch ramp certification:	N/A
Site signage:	None present
Barriers:	None present
Access Maintenance:	Old Coach Road is managed by the Colac Otway Shire
Toilets:	No toilets exist at the site and there is no intention to construct toilets. Hire portable chemical toilets may need to be considered by the relevant Club during peak usage times.
Other Requirements:	Site must be maintained in a clean and weed free state.

Jarosite (Jan Juc)

Party responsible for site maintenance:	Dynasoarers Hang Gliding Club PO Box 402, Torquay VIC 3228
Site description:	Coastal Cliff
Landing and/or Launching permitted:	Only Launching Permitted
Launch type:	Natural ground ramp
VHPA Site rating:	Intermediate

Maintenance requirements

Launch ramp certification:	N/A
Site signage:	Non present
Barriers:	None present
Access Maintenance:	Maintenance directly relating to hang gliding not carried out by the Manager
Toilets:	No toilets exist at the site and there is no intention to construct toilets. Hire portable chemical toilets may need to be considered by the relevant Club during peak usage times.
Other Requirements:	Site must be maintained in a clean and weed free state.

Southside (Jan Juc)

Party responsible for site maintenance:	Dynasoarers Hang Gliding Club PO Box 402, Torquay VIC 3228
Site description:	Coastal Cliff
Landing and/or Launching permitted:	Both Launching and Landing permitted Landing also permitted in Point Addis Marine National Park
Launch type:	Natural ground ramp
VHPA Site rating:	Intermediate

Maintenance requirements

Launch ramp certification:	N/A
Site signage:	None present
Barriers:	None present
Access Maintenance:	Maintenance directly relating to hang gliding not carried out by the Manager
Toilets:	No toilets exist at the site and there is no intention to construct toilets. Hire portable chemical toilets may need to be considered by the relevant Club during peak usage times.
Other Requirements:	Site must be maintained in a clean and weed free state.

Spion Kopp- Moggs Creek

Party responsible for site maintenance:	Dynasoarers Hang Gliding Club PO Box 402, Torquay VIC 3228
Site description:	Coastal hill take-off
Landing and/or Launching permitted:	Only Launching permitted
Launch type:	Natural ground ramp
VHPA Site rating:	Novice

Maintenance requirements

Launch ramp certification:	N/A
Site signage:	Maintenance of the plated metal signs indicating Site information and power line hazard warnings
Barriers:	Site boundary barriers must be maintained. Set up is only allowed within the marked area
Access Maintenance:	Access track maintained infrequently by Surf Coast Shire for access to private properties. Any requirement for a higher standard access for competitions etc would rest with the Club
Toilets:	No toilets exist at the site and there is no intention to construct toilets. Hire portable chemical toilets may need to be considered by the relevant Club during peak usage times.
Other Requirements:	Site must be maintained in a clean and weed free state.

Mount Buffalo National Park**Mt Buffalo**

Party responsible for site maintenance:	North East Hang Gliding Club PO Box 317, Bright VIC 3741
Site description:	Natural boulder area, with drop from cliff into gorge (ramp run out faces north-east)
Landing and/or Launching permitted:	Only Launching Permitted
Launch type:	Constructed ramp (treated pine construction)
VHPA Site rating:	Advanced

Maintenance requirements

Launch ramp certification:	Ramp built in 1998. Ramp design certified and approved by John Carter Municipal Building Surveyor, Alpine Shire on 25 August 1998
Site signage:	Identification and risk signage exists on the lead up to and at the Site of the ramp. Signage identifies risks to users and general visitors. Signage developed in conjunction with the North East Hang Gliding Club
Barriers:	No barriers exist at the Site, or at the lead up to the Site. Barriers exist at the hang glider lookout situated above the ramp
Access Maintenance:	Some clearing of vegetation is carried out when required by the Manager. A small walk bridge (without handrails) also exists at the Site.
Toilets:	A substantial toilet block exists in the nearby Gorge Day Visitor area. Hire portable chemical toilets may need to be considered by the relevant Club during peak usage times.
Other Requirements:	Site must be maintained in a clean and weed free state. Event organiser will be responsible for the safety and control of movement of other visitors around the Site when organised events take place. Visitors must not be excluded from lookouts, day visitor areas or car parks by an event and its competitors.

Dandenong Ranges National Park**Mount Dandenong- Burkes Lookout**

Party responsible for site maintenance:	Melbourne Hang Gliding Club PO Box 8057, Camberwell North VIC 3124
Site description:	Ground ramp situated within a treed slot, inland mountain
Landing and/or Launching permitted:	Only Launching Permitted
Launch type:	Ground ramp
VHPA Site rating:	Advanced

Maintenance requirements

Launch ramp certification:	N/A
Site signage:	None present
Barriers:	None present, none required
Access Maintenance:	Walking track from Eyrie Road. Track is infrequently maintained by the Manager. Any requirement for higher standard access for competitions etc would rest with the Club.
Toilets:	No toilets exist at the site and there is no intention to construct toilets. Hire portable chemical toilets may need to be considered by the relevant Club during peak usage times.
Other Requirements:	<p>Site must be maintained in a clean and weed free state.</p> <p>Occasional pruning of vegetation may be required to maintain the front and the sides of the treed slot.</p> <p>Maintenance to the launch ramp surface is the responsibility of the Club. Any alterations, additions or improvements to the ramp surface must be approved in writing by the Manager prior to any works being undertaken. The Manager provides approval for the following Works to be carried out:</p> <ul style="list-style-type: none"> - construction of a rock batter at the base of the launch to prevent soil run off erosion; and - construction of an earthen stairway alongside the ramp <p>The Club will be provided one key for access to the Site.</p> <p>Parks Victoria's Ferntree Gully office (ph: 9757 6300) is to be notified prior to any maintenance activities at the Site.</p>

Yarra Ranges National Park**Mt Donna Buang- Ben Cairn**

Party responsible for site maintenance:	Melbourne Hang Gliding Club PO Box 8057, Camberwell North VIC 3124
Site description:	Southerly aspect, treed slot in Mt Ash Forest. Limited car parking (4) and small set up area on northern side of roadway
Landing and/or Launching permitted:	Only Launching permitted
Launch type:	Constructed ramp
VHPA Site rating:	Intermediate

Maintenance requirements

Launch ramp certification:	Original ramp built in 1990. Ramp was rebuilt in 2004 following a vehicle accident and certified by Mark Steller & Associates, Consulting Civil & Structural Engineers, October 2004. Site was managed by DSE until 1995 when the area became part of the Yarra Ranges National Park.
Site signage:	Warning sign WPV015, RPV012 and advisory sign APV031 installed
Barriers:	Armco barrier on roadside, no barriers on ramp
Access Maintenance:	Reasonable, but limited parking.
Toilets:	No toilets exist at the site and there is no intention to construct toilets. Hire portable chemical toilets may need to be considered by the relevant Club during peak usage times.
Other Requirements:	Site must be maintained in a clean and weed free state.
Restrictions	The Manager must be notified in advance of any events to be held at the Site at the number listed in Schedule One.

Mornington Peninsula National Park**Portsea (London Bridge)**

Party responsible for site maintenance:	Skyhigh Paragliding Club PO B ox 441, Kew VIC 3101
Site description:	The Site was refurbished in 2000 by the Manager and the Club. The ramp is located next to the London Bridge car park (Melways Ref. 156 A5). A sheltered set up area is located next to the ramp. A 20 metre gravel track provides foot access from the car park. The ramp overlooks a lookout and walking track to the beach.
Landing and/or Launching permitted:	Both Landing and Launching permitted
Launch type:	Constructed earthen ramp with astro turf covering
VHPA Site rating:	Novice- Advanced

Maintenance requirements

Launch ramp certification:	Certification details for structure not applicable. Site is earthen ramp with astro turf covering. Area was re-designed and re-modelled by the local hang gliding club in 1999 with the Manager's approval
Site signage:	Two metal signs are displayed on a pipe post. A safety warning sign displays the message "Warning Hang Gliding Site- Unstable Cliffs, Low Flying Aircraft" while the second sign reads "Pilot Information Pilot Rating- Novice, Beach Landing only, keep to walking tracks, no aerobatics." The Manager maintains the safety warning signs while the Club maintains the pilot information sign
Barriers:	Three bollards which are maintained by the Manager are located at the start of the access track to discourage vehicle access. There is frequent use of short cuts between the beach and the ramp which must be discouraged. A fence is located between the beach access track and the setup area and brushing has been used to stop the development of tracks between the ramp and the beach. Heavy brushing must be maintained and revegetation encouraged.
Access Maintenance:	A gravel track from the car park to the ramp must be maintained.
Toilets:	Clivus Multrum toilets which are maintained by the Manager are located in the adjacent car park approximately 50 metres from the ramp. Hire portable chemical toilets may need to be considered by the relevant Club during peak times.
Other Requirements:	Site must be maintained in a clean and weed free state. Occasional pruning of vegetation may be required to maintain the front and the sides of the ramp. Astro turf must be maintained in a suitable condition Any alterations, additions or improvements to the ramp surface must be approved in writing by the Manager prior to any works being undertaken. Beach Landing maybe restricted during summer months due to Temporary Beach Closures for Hooded Plover Breeding. Landing is prohibited in the Point Nepean NP approximately 800m NW of the launch site.

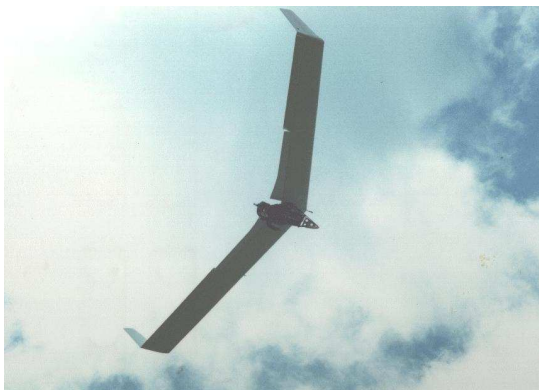
ANNEXURE C FLIGHT CRAFT

For the purposes of this Permit, approved Flight Craft includes the Hang Gliders and Paraglider as described and shown in the example photos (below), namely: -

1. **Hang Glider –**

- (a) Hang Glider Flex Wing - Foot launched flex wing HG (FAI Class 1) with empty weight not exceeding 70Kg.
- (b) Hanglider Rigid Wing - Foot launched rigid wing HG (FAI Class 2) with empty weight not exceeding 70Kg.

2. **Paraglider -** Foot launched Paraglider (FAI Class 3) with empty weight not exceeding 70Kg.



Hang Glider Rigid Wing (above)



Hang Glider Flex Wing (above)



Paraglider (above)

CERTIFICATE OF CURRENCY OF PUBLIC RISK INSURANCE

Page 1 of 2 pages.



145 Eagle Street
BRISBANE

GPO Box 41,
Brisbane, QLD 4001

Phone 07 3246 6060
Fax 07 3246 6055

CERTIFICATE OF INSURANCE

Type: Aviation Legal Liability Insurance Policy

Name of Insured(s): **Hang Gliding Federation of Australia Inc.** and/or subsidiary companies including those acquired or incorporated during the period of insurance and/or its Committee of Management and/or its Directors and/or Officers and/or Employees and/or Officials for their respective rights and interests.

Individual financial members of Hang Gliding Federation of Australia Inc., and/or member State Associations and/or member schools/clubs and/or their committee members and/or Directors and/or Officers and/or Employees and/or Officials for their respective rights and interests.

Any company who conducts Hang Gliding training as a HGFA approved training facility provided that such training is the primary business activity for their respective rights and interests.

The Commonwealth of Australia, Australian States and Territories, Shire & City Councils, Federal & State Government Bodies, owners of property or land, their servants and agents - arising out of or in connection with Hang Gliding activities of any of the Insureds stated above carried out on land owned or occupied by these named bodies and/or Organisers of events being held under the auspices of the HGFA.

Policy no: AAC009812431

Period of Insurance: 31 March 2008 to 31 March 2009
(At 4pm Local Standard Time)

CERTIFICATE OF CURRENCY OF PUBLIC RISK INSURANCE
Page 2 of 2 pages.



Interest:

PART A (1):
The Insured's legal liability for Bodily Injury and Property Damage arising out of an Occurrence caused by an aircraft or by any person or object falling there from, excluding liability to Passengers but including liability to Students under Instruction

PART A (2):
[Available by subscription and subject to payment of additional premium]
The Individual Financial Member's legal liability for bodily injury to, or damage to property of, Passengers (other than students under instruction) whilst entering, on board, or alighting from the aircraft

PART B:
The Insured's legal liability for Bodily Injury, and Property Damage arising out of an Occurrence in or about any premises within the geographical limits specified in the Schedule as a result of the Insured's activities.

Limit of Indemnity:

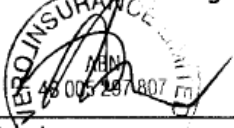
The amount of indemnity under Part A and Part B either separately or combined shall not exceed AUD 10,000,000 any one occurrence but in respect of:
PART A (1) Students under Instruction, limited to AUD 250,000 any one occurrence.
PART A (2) Passengers (where purchased) limited to AUD 250,000 any one occurrence.

Deductible:

Property Damage only:
AUD 2,000 each and every loss

Subject to the Policy terms, conditions, limitations and exclusions.

This Certificate is signed on behalf of Vero Insurance Limited.


Peter Lyon
National Underwriting Manager
Vero Aviation

STANDARD CONDITIONS:**1 INTERPRETATION****Meaning of Words**

1.1 In this permit, the following words or phrases have the following meaning:

"GST" means the goods and services tax levied under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or any other goods and services tax, value added tax, consumption tax or tax of similar effect levied from time to time;

"GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended);

"Guarantor" means the person or persons so described in the Particulars;

"Manager" means Parks Victoria or such other party as the Secretary may from time to time appoint as manager of the Park and the Permit Area;

"Park" means the area/s and/or building/s and any improvements described in the Particulars within which the Permit Area is located;

"Parks Victoria" means the public authority established under Part 2 of the *Parks Victoria Act 1998* and includes, where the context so admits, its authorised officers;

"Permit" means this permit granted by the Secretary to the Permittee pursuant to the *National Parks Act 1975* and a licence granted by the Secretary to the Permittee pursuant to the *Crown Land (Reserves) Act 1978*;

"Permit Area" means the area and/or buildings and any improvements so described in the Particulars located in the Park and shown on the attached Plan (if applicable);

"Permit Bond" means the amount (if any) so described in the Particulars;

"Permit Fee" means the amount so described in the Particulars;

"Permit Period" means the period so described in the Particulars;

"Permitted Purpose" means the purpose so described in the Particulars, being the purpose for the Permittee's entry into the Park;

"Permittee" means the person or persons so described in the Particulars;

"Permittee's Members and Agents" means any one or more of the members, officers, employees, agents, contractors, subcontractors, guests, patrons and invitees of the Permittee;

"Principal" means Parks Victoria and the Secretary and includes their officers, employees and agents and their successors and assigns;

"Secretary" means the Secretary to the Department of Sustainability and Environment, the body corporate established under Part 2 of the *Conservation, Forests and Lands Act 1987*, and, where the context so admits, includes any authorised delegate of the Secretary;

"Tax Invoice" in relation to a Taxable Supply means an invoice for the Taxable Supply required by the GST Act to support a claim by the recipient for an Input Tax Credit for the GST on the Taxable Supply;

“**Taxable Supply**” has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

1.2 In this permit, unless the contrary intention appears:

When this permit requires anything not to be done, this includes not allowing or permitting such thing to be done;

If this permit prohibits the Permittee from doing a thing, the Permittee must:

- (a) ensure the Permittee's Members and Agents do not do that thing;
- (b) not allow or cause any person to do that thing,

If this permit requires the Permittee to do a thing, the Permittee must ensure that, if applicable, the Permittee's Members and Agents do that thing.

A word or expression in the singular includes the plural and the plural includes the singular;

A person includes an individual and a corporation;

A heading may be used to assist in interpretation, and accordingly has only been inserted for convenience. Headings shall not constitute part of this permit, or be considered legally binding;

Acknowledgement

1.3 The Permittee acknowledges that the Manager has been appointed to manage the Park, and that any right, power or authority vested in the Secretary shall be treated by the Permittee as a right, power or authority of the Manager, and any lawful direction by the Manager must be complied with or otherwise treated as a direction of the Secretary.

Individual and Joint Liability

1.4 If the Permittee or Guarantor includes two or more persons, each such person is liable for the obligations imposed by this permit individually with each other such Permittee or Guarantor.

Victorian Law Applies

1.5 This permit is governed by the laws of the State of Victoria.

Remedies Cumulative

1.6 The rights, obligations, powers and remedies provided in this permit are not exclusive of the rights, duties, powers or remedies provided by law independently of this permit but, unless otherwise provided by law, the provisions of this permit shall prevail in the event of conflict.

2 PERMIT AND PERMIT FEE

2.1 The Secretary grants and the Permittee takes a permit for the Permit Period to enter the Park and use the Permit Area for the Permitted Purpose on the terms and conditions of this permit in consideration of payment to the Secretary by the Permittee of the Permit Fee.

2.2 This permit is personal to the Permittee and may not be assigned without the consent of the Secretary.

2.3 No refund shall be given whether in whole or in part once the Permit Fee has been paid.

- 2.4 The rights granted by this permit are a mere permit to enter and make use of the Permit Area for the Permitted Purpose. No proprietary interest or right to exclusive possession is created.

3 GOODS AND SERVICES TAX

- 3.1 The consideration payable by any party under this permit is the GST exclusive amount of the Taxable Supply for which payment is to be made.
- 3.2 Subject to clause 3.4, if a party makes a Taxable Supply in connection with this permit for a consideration, then the party liable to pay for the Taxable Supply must also pay, at the same time and in the same manner as the consideration is otherwise payable, the amount of any GST payable in respect of the Taxable Supply.
- 3.3 Where this permit requires a party ("first party") to pay, reimburse or contribute to an amount paid or payable by the other party ("other party") in respect of an acquisition from, or a transaction with a third party for which the other party is entitled to claim an Input Tax Credit, the amount for payment, reimbursement or contribution will be the GST exclusive value of the acquisition by the other party plus any GST payable in respect of the other party's recovery from the first party.
- 3.4 A party's right to payment under clause 3.2 is subject to a Tax Invoice being delivered to the party liable to pay for the Taxable Supply.

4 PERMITTEE'S RIGHTS AND OBLIGATIONS

- 4.1 In consideration of the payment of the Permit Fee and not before payment of the Permit Bond, the Permittee may, for the Permit Period:
- 4.1.1 occupy (subject to the rights of the Secretary and the Manager in this permit) the Permit Area for the Permitted Purpose;
 - 4.1.2 use in common with the Secretary and other persons from time to time permitted by the Secretary, those parts of the Park reasonably required by the Permittee for access to the Permit Area.
- 4.2 The Permittee must not use the Permit Area or the Park for any purpose other than the Permitted Purpose without the prior written consent of the Secretary.
- 4.3 The Permittee may not bring on to the Permit Area and the Park during the Permit Period any equipment which is necessary for the Permitted Purpose unless the location of any such things at the Permit Area or the Park are in accordance with a plan approved by the Secretary. Such plan describing the nature and size of such things and their proposed location at the Permit Area or the Park must be submitted to the Secretary at least 30 days prior to the Permit Period. After receiving the plan the Secretary will notify the Permittee of its approval or disapproval within 10 days. The Permittee must not implement any parts of the plan which have not been approved by the Secretary.
- 4.4 The Permittee shall have access to the Park at all times nominated in the Particulars throughout the Permit Period unless otherwise expressly provided in this permit.
- 4.5 The Permittee must obtain at its expense all necessary permits, licences, approvals, consents and authorities required for the Permitted Purpose including any necessary planning permit, and must comply with any lawful conditions of such permits, licences, approvals, consents, and authorities and the law.
- 4.6 The Permittee must also comply with any management plan, rules, or regulations made known to the Permittee by the Secretary or the Manager which may from time to time be made by the Secretary or the Manager.

- 4.7 The Permittee must carry out all activities under this permit with as much care for the Park and as little inconvenience to any person as possible.
- 4.8 The Permittee must not make any structural or other alterations to any fixtures, improvements or fittings of the Secretary or the Manager at or on the Park without the consent in writing of the Secretary and must remove all equipment, furnishings, facilities and other things fitted or installed by the Permittee prior to the end of the Permit Period, and make good all damage caused by such removal to the satisfaction of the Secretary.
- 4.9 The Permittee must erect, operate and dismantle any equipment required for the Permitted Purpose at the Park in a competent manner without negligence, and without causing any nuisance.
- 4.10 The Permittee must keep the Permit Area and immediate surrounding parts of the Park tidy and free from rubbish and in good and substantial repair and condition as at the commencement of the Permit Period, fair wear and tear excepted.
- 4.11 The Permittee must permit the Secretary, the Manager or any person authorised by the Secretary to enter the Permit Area and immediate surrounding parts of the Park at any time for the purpose of checking whether the Permittee's obligations are being performed and to check the condition of the Park.
- 4.12 The Permittee must promptly repair any damage to the Permit Area or any other part of the Park to the extent caused or contributed to by the act, omission or default of the Permittee or the Permittee's Members and Agents.
- 4.13 The Permittee must carry out repairs within 14 days of being served with a written notice of any defect or lack of repair which the Permittee is obliged to make good under this permit. If the Permittee does not comply with the notice, the Secretary may carry out the repairs and the Permittee must repay the cost of such repairs to the Secretary on demand.
- 4.14 The Permittee must observe any directions of the Secretary relating to the use of any specific part of the Park including safety requirements.
- 4.15 The Permittee must, at the end of the Permit Period, vacate the Permit Area and the Park and ensure that the Permit Area and Park is in the same condition as at the commencement of the Permit Period, except for fair wear and tear.
- 4.16 The Permittee must not, except in quantities necessary for the Permitted Purpose, bring on to the Park any flammable, volatile or explosive oil or dangerous substance without the consent of Secretary.

Permit Fee and Permit Bond

- 4.17 The Permittee must pay to the Secretary no later than 30 days prior to the commencement of the Permit Period the Permit Fee and the Permit Bond unless otherwise agreed in writing.

Permittee's Behaviour

- 4.18 The Permittee must not:
- 4.18.1 do anything that is or may be dangerous, annoying or offensive or that may interfere with other persons;
 - 4.18.2 do anything which might affect any insurance policy relating to the Park by causing it to become void or voidable or having any claim on it being rejected, or by causing any premium payable by Secretary or the Manager to be increased;

- 4.18.3 except in an emergency, interfere with any of the services or fixtures or fittings of the Secretary, the Manager or any person other than the Permittee at or in the Park;
 - 4.18.4 remove any of the Secretary's or the Manager's property from the Park; or
 - 4.18.5 park any vehicle on any oval or grassed area at any time unless with Secretary's consent. Vehicles are to remain on roadways or in designated parking areas at all times.
- 4.19 Any activity in breach of the requirements of this permit by the Permittee or the Permittee's Members and Agents will amount to a breach of this permit.
- 4.20 The Permittee must observe all additional obligations so specified in the Particulars.

Payment of Fees and Interest on Overdue Monies

- 4.21 The Permittee must pay all legal costs and other expenses reasonably incurred by the Secretary and/or the Manager as a result of any default by the Permittee in the performance of the Permittee's obligations.
- 4.22 The Permittee must pay interest on any overdue monies payable to the Secretary, if demanded by the Secretary, at a daily rate equivalent to 2% higher than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983* from the time when such monies first become payable until paid in full.

Obligations after the Permit Period

- 4.23 In addition to any of its obligations under clause 4.15 the Permittee must prior to the end of the Permit Period:
- 4.23.1 leave the Park and the Permit Area in a clean and tidy condition to the reasonable satisfaction of the Secretary;
 - 4.23.2 repair any damage to the Park or the Permit Area to the extent caused or contributed to by the act, omission or default of the Permittee or the Permittee's Members and Agents.

5 THE SECRETARY'S RIGHTS AND OBLIGATIONS

- 5.1 The Secretary may apply such part of the Permit Bond in performance of any of the Permittee's obligations not properly performed, as provided in this permit. If the Permittee decides not to proceed with the Permitted Purpose prior to the commencement of the Permit Period, the Permit Bond is, in most cases, refundable but the Secretary has the absolute discretion to allow or refuse to refund the whole or any part of the Permit Bond in these circumstances.
- 5.2 The Secretary is entitled to prohibit the Permittee from selling, hiring, offering or displaying in the Park any goods, services or other items which, in the Secretary's absolute discretion, the Secretary considers inappropriate or unsuitable for sale, hire, offer or display at the Park.
- 5.3 The Secretary may at any time during the Permit Period do any works or things at or on any part of the Park it is required to do:
- 5.3.1 by law;
 - 5.3.2 to ensure the Permittee's obligations are performed or carried out, after due notice to the Permittee as provided in this permit;

- 5.3.3 to protect the Park from damage or destruction; or
- 5.3.4 because of an emergency.

In any such event the Secretary shall ensure, so far as possible, that no such work or things shall impede or obstruct the Permitted Purpose or the performance of the Permittee's obligations. The Secretary shall be entitled to recover the cost of its performance of any of the Permittee's obligations from the Permittee whether or not it applies any part of the Permit Bond.

- 5.4 The Secretary may at any time during the Permit Period inspect the Permit Area to ascertain the current state of repair or condition of any part of the Permit Area and to ascertain whether or not the Permittee's obligations are being performed.
- 5.5 Within 24 hours after the expiration of the Permit Period, or the commencement of the first working day after the expiration of the Permit Period, the Secretary or the Manager shall inspect the Park and the Permit Area if possible with the Permittee with a view to ascertaining what if any part of the Permit Bond needs to be embargoed for repairs, clean-up or other works to ensure compliance with the Permittee's obligations. The Secretary shall make an estimate of the cost of any such repairs or clean-up or otherwise performing the Permittee's outstanding obligations and shall refund such part of the Permit Bond that is not required to ensure the Permittee's obligations are fulfilled. In making any such estimate the Secretary shall be entitled to include an amount equivalent to 10% in addition to the estimated costs of complying with the outstanding Permittee's obligations for administration. It is the intention of both the Secretary and the Permittee that all remedial works and payments, including the refund of any part of the Permit Bond which should be refunded, should be undertaken and resolved within 30 days of the expiration of the Permit Period.

6 INSURANCE

- 6.1 The Permittee must effect and maintain throughout the Permit Period with an insurer approved by the Secretary, which approval shall not be unreasonably withheld provided the insurer is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia
 - 6.1.1 a public, and if relevant, products liability insurance policy for not less than \$10 million (or any greater amount required by the Secretary or the Manager) in respect of any single claim arising out of the activities of the Permittee, covering all third party claims arising out of:
 - 6.1.1.1 loss, including financial loss, destruction or damage to real or personal property and ensuing loss of use of that property; and
 - 6.1.1.2 death, injury to, or disease of persons.

("Policy")
 - 6.1.2 an employers' liability and workers' compensation policy which covers any damage, loss or liability suffered or incurred by any person engaged by the Permittee arising:
 - 6.1.2.1 by virtue of any statute relating to workers' or accident compensation or employers' liability; or
 - 6.1.2.2 at common law.
- 6.2 The Permittee must effect and maintain the Policy noting the interests of the Principal.
- 6.3 The Permittee must provide the Secretary with:

- 6.3.1 a certificate of currency for the Policy which clearly confirms the requirements of clause 6.2:
 - 6.3.1.1 prior to the commencement of the Permit Period;
 - 6.3.1.2 within 14 days of the renewal of the Policy throughout the Permit Period; and
 - 6.3.1.3 at any other time upon request by the Secretary;
- 6.3.2 evidence of confirmation of registration with the Victorian WorkCover Authority prior to the commencement of the Permit Period and at any other time upon request by the Secretary; and
- 6.3.3 a copy of the Policy upon request by the Secretary.
- 6.4 The Permittee must promptly notify the Principal if:
 - 6.4.1 an event occurs at the Permit Area which may give rise to a claim under or prejudice the Policy; or
 - 6.4.2 the Policy is cancelled.
- 6.5 The Permittee must not do anything or allow anything to be done which may:
 - 6.5.1 prejudice any insurance held in connection with the Park; or
 - 6.5.2 increase the premium payable for any insurance held in connection with the Park.
- 6.6 The Permittee must effect and maintain all other insurances in a manner and to such extent which is reasonable and customary for an organisation engaging in activities of the kind referred to and permitted by this permit.

7 RELEASE AND INDEMNITY

Release

- 7.1 The Permittee agrees that it:
 - 7.1.1 has not relied upon any representation by or on behalf of the Secretary concerning the Permit Area or its use;
 - 7.1.2 is aware of all laws and legal requirements in relation to the Permit Area and the Permitted Purpose;
 - 7.1.3 occupies and uses the Permit Area and the Park at its own risk; and
 - 7.1.4 has inspected the Permit Area and the Park and is of the opinion that the Permit Area and the Park are safe and suitable for the activities of the Permittee.
- 7.2 The Permittee releases the Secretary and the Manager and their respective officers, employees and agents from:
 - 7.2.1 all claims and demands resulting from any accident, damage, death or injury occurring at the Park or any other area used by the Permittee or the Permittee's Members and Agents in connection with this permit; and

- 7.2.2 all loss, cost, damage, liability or other detriment (whether direct or consequential) suffered or incurred by the Permittee or the Permittee's Members and Agents;

as a direct or indirect result of the Permittee's or the Permittee's Members and Agents occupation and use of the Permit Area or the Park, except to the extent caused or contributed to by the negligence of the Secretary or the Manager or their respective officers, employees or agents.

Indemnity

- 7.3 The Permittee indemnifies and agrees to keep indemnified the Secretary and the Manager and their respective officers, employees and agents against all actions, claims, demands, losses, damages, costs and expenses (whether direct or consequential) suffered or incurred by the Secretary or the Manager or their respective officers, employees and agents or for which the Secretary or the Manager or their respective officers, employees and agents is or may be or become liable concerning:

- 7.3.1 the default of the Permittee or the Permittee's Members and Agents under this permit;

- 7.3.2 the Permittee's or the Permittee's Members and Agents use of the Park or any other area used by the Permittee or the Permittee's Members and Agents in connection with this permit; or

- 7.3.3 loss, damage or injury to property or persons caused or contributed by the act, omission, default or negligence of the Permittee or the Permittee's Members and Agents,

- 7.4 except to the extent caused or contributed to by the negligence of the Secretary or the Manager or their respective officers, employees or agents.

8 FORCE MAJEURE

- 8.1 Subject to clause 8.2, neither party shall be liable to the other party for any failure or delay in the performance of any obligations under this permit if:

- 8.1.1 the breach was due to a Force Majeure Event; and

- 8.1.2 it could not reasonably have avoided or overcome the Force Majeure Event or its effects.

Notwithstanding this clause, in the event that the Permittee decides not to proceed with the Permitted Purpose (including due to unsuitable weather) no refund of any fee paid shall be payable by the Secretary to the Permittee.

- 8.2 For the purposes of this permit "Force Majeure Event" means any impediment beyond the reasonable control of the party including (but not limited to) act of God, strike, lockout or other industrial disturbance, illness or injury of any major performer, flood, fire, storm, civil disturbance, order of any public authority, court or tribunal issued after the date hereof, or any federal, state or local government law or regulation.

9 BREACH OF PERMITTEE'S OBLIGATIONS

- 9.1 The Permittee breaches this permit if the Permittee fails to fulfil any of the Permittee's obligations as and when required, or if no time is prescribed, within a prompt and reasonable time.

- 9.2 In the event of any breach of the Permittee's obligations, except in an emergency, The Secretary must give the Permittee notice requiring the Permittee to remedy the breach within a reasonable time. If the Permittee fails to remedy or rectify the breach, The Secretary may do any one or more of the following:
- 9.2.1 exclude the Permittee from the Park;
 - 9.2.2 end this Permit;
 - 9.2.3 recover from the Permittee or the Guarantor any loss the Secretary or Parks Victoria suffers due to the Permittee's breach; or
 - 9.2.4 exercise any of the Secretary's or Parks Victoria's other legal rights.

10 TERMINATION OF PERMIT

- 10.1 The Secretary may terminate this permit by notice to the Permittee at any time and for any reason and without payment of compensation.

11 OCCUPATIONAL HEALTH AND SAFETY AND EMERGENCY EVACUATION

- 11.1 The Permittee acknowledges that occupational health and safety in relation to the Permit Area is the responsibility of the Permittee (other than to the extent the Secretary cannot at law contract out of its obligations with respect to occupational health and safety).
- 11.2 The Permittee must, in relation to the Permit Area:
- 11.2.1 comply with, all Occupational Health and Safety Laws and any applicable Australian Standards;
 - 11.2.2 ensure that there is no risk to the environment or the health, safety and welfare of the Permittee and the Permittee's Members and Agents;
 - 11.2.3 without limiting clauses 11.2.1 and 11.2.2, ensure that no person is exposed to a risk to his or her safety or health arising out of or in connection with the carrying out of the Permittee's Permitted Purpose;
 - 11.2.4 ensure that a complete copy of the occupational health and safety plan referred to in clause 11.3 is available for inspection by every person to whom such plan is relevant; and
 - 11.2.5 as soon as practicable notify the Secretary of any incident or dangerous occurrence at the Permit Area which is notifiable to the Victorian WorkCover Authority pursuant to the provisions of any Occupational Health and Safety Laws, including without limitation, the *Occupational Health and Safety Act 2004 (Vic)* and the *Occupational Health and Safety (Incident Notification) Regulations 1997 (Vic)*.
- 11.3 Within one month after the commencement of the Permit Period, the Permittee must:
- 11.3.1 develop and implement an occupational health and safety plan and supply same to the Secretary upon request;
 - 11.3.2 in conjunction with the Secretary, develop and implement an emergency evacuation and management plan for the operation of the Permitted Purpose.
- 11.4 The Permittee must ensure that at all times its occupational health and safety plan:

- 11.4.1 complies with Australian Standard AS/NZ 4804-2001 (or other similar substitute standard);
 - 11.4.2 includes the Permittee's occupational health and safety policy;
 - 11.4.3 identifies the obligations of the Permittee's under the Occupational Health and Safety Laws;
 - 11.4.4 describes the practices that will be employed to secure the health, safety and welfare of persons at work; and
 - 11.4.5 identifies measures to eliminate risks to the health, safety and welfare of persons at work.
- 11.5 The Permittee acknowledges that referral of, and any subsequent approval by, the Secretary or the Manager of the plans referred to in clause 11.3 does not amount to a warranty by the Secretary or the Manager of the suitability of the content of the plans and does not create any liability on behalf of the Secretary or the Manager or their respective officers, employees and agents for loss or damage incurred as a result of complying with those plans.
- 11.6 The Permittee acknowledges that it is bound to comply with the Manager's emergency plans for the Permit Area and the Park and that the Permittee's emergency evacuation and management plan and occupational health and safety plan cannot conflict with the Manager's plan. The Permittee is required to comply with all directions of the Manager in an emergency, even if such direction contradicts the Permittee's emergency evacuation and management plan.
- 11.7 To the extent permitted by the law, the Permittee indemnifies and agrees to keep indemnified the Secretary and the Manager and their respective officers, employees and agents against all actions, claims, demands, losses, damages, costs and expenses which the Secretary or the Manager or their respective officers, employees and agents may suffer or incur, arising out of or in connection with a breach by the Permittee or the Permittee's Members and Agents of any of the obligations under this clause 11.

12 GUARANTOR

The Guarantor is required to execute this permit before it is effective.

Liability of the Guarantor:

- 12.1 The Guarantor agrees that the Guarantor is liable to the Secretary and the Manager if the Permittee or any person to whom the Permittee assigns this permit is in breach of this permit. The Guarantor agrees to pay the Secretary or the Manager any money for the Secretary's or the Manager's loss due to the breach.
- 12.2 The Guarantor is liable:
- 12.2.1 even if the Secretary or the Manager does not sue the Permittee or does not enforce all of its rights or the rights of the Secretary against the Permittee;
 - 12.2.2 even if the permit is varied;
 - 12.2.3 even after the permit ends;
- for any breach that occurred before the permit ended or arose as a result of the permit ending.

13 NATIVE TITLE ACT 1993 (CTH)

- 13.1 If the Permittee proposes to carry out an act which is a “future act” within the meaning of the Native Title Act 1993 (Cth) (“**NTA**”) then the Permittee must immediately notify the Secretary and shall not carry out any such action until those persons as are required to be notified under the NTA of the intention to carry out the future act have been notified and any response considered.
- 13.2 If the Permittee fails to comply with clause 13.1, the Secretary shall not in any way be deemed to have authorised such failure to comply and the Permittee shall indemnify the Secretary against any claim made against or compensation sought from the Secretary as a result of the Permittee’s failure to comply.
- 13.3 In the event that those persons as are required to be notified under the NTA of the intention to carry out the future act have been notified or a native title claim is made in relation to the Park or the Permit Area or any part thereof the Secretary shall not be liable for the consequences of the notification or subsequent processes nor to pay the Permittee any compensation if the Permittee’s use of the Permit Area or any other right or interest of the Permittee under this Permit is affected or prejudiced as a result of that notification or claim.

14 ABORIGINAL HERITAGE ACT 2006 (VIC)

- 14.1 If the Park or the Premises or any part thereof is an Aboriginal place within the meaning of the *Aboriginal Heritage Act 2006 (Vic)* (“**AHA**”) the Tenant must not enter that Aboriginal place until the Tenant has obtained the necessary permit pursuant to section 40 of the AHA and provided a copy of the permit to the Landlord.
- 14.2 If the Tenant proposes to carry out any act which requires a cultural heritage permit or a cultural heritage management plan (as those terms are defined in the AHA), the Tenant must, prior to carrying out such act, contact the Landlord and must obtain the necessary cultural heritage permit or approved cultural heritage management plan. The Tenant must not carry out any such act until the necessary cultural heritage permit or approved cultural heritage management plan has been obtained.
- 14.3 If the Tenant identifies or discovers an Aboriginal object, an Aboriginal place or Aboriginal human remains (as those terms are defined in the AHA), the Tenant must report the discovery to the Landlord and to such persons as are required under sections 17 and 24 of the AHA as soon as the identification or discovery is made.

15 ARCHAEOLOGICAL AND ABORIGINAL RELICS PRESERVATION ACT 1972

- 15.1 If the Park or the Permit Area or any part thereof is an archaeological area within the meaning of the Archaeological and Aboriginal Relics Preservation Act 1972 (“**AARPA**”), the Permittee must not enter that archaeological area until the Secretary has obtained the necessary permit pursuant to section 17 of the AARPA and provided a copy of the permit to the Permittee.
- 15.2 If the Permittee proposes to carry out any act which requires the consent of the Minister under section 21 of the AARPA, the Permittee must, prior to carrying out such act, contact the Secretary who must make representations to the Minister with the objective of obtaining the necessary consent pursuant to section 21 of the AARPA. The Permittee must not carry out any such act until the necessary consent has been obtained.
- 15.3 If the Permittee discovers a “relic” within the meaning of the AARPA, the Permittee must report the discovery to the Secretary and to such persons as are required under section 23 of the AARPA immediately.

16 ENVIRONMENT PROTECTION AND BIODIVERSITY CONSERVATION ACT 1999 (CTH)

- 16.1 If the Permittee proposes to take an action, which is an “action” within the meaning of Part 3 of the Environment Protection and Biodiversity Conservation Act 1999 (Cth) (“**EPBCA**”), then the Permittee must immediately notify the Secretary in writing and must not carry out any such action until any necessary approvals are obtained by the Permittee under Part 9 of the EPBCA, at the Permittee’s expense.
- 16.2 The Permittee must comply with any requirements under the EPBCA in respect of the Permittee’s use of the Permit Area at the Permittee’s expense.
- 16.3 If the Permittee fails to comply with clauses 16.1 and 16.2, the Secretary shall not in any way be deemed to have authorised or assisted such failure to comply regardless of any action taken by the Secretary and the Permittee shall indemnify the Secretary against any claim made against or compensation sought from the Secretary as a result of the Permittee’s failure to comply.
- 16.4 In the event that the Permittee is unable to obtain approval for a proposed action within the meaning of the EPBCA or is in breach of the EPBCA, the Secretary shall not be liable to pay the Permittee any compensation if the Permittee’s use of the Permit Area or any other right or interest of the Permittee under this Permit is affected or prejudiced as a consequence.

17 MISCELLANEOUS PROVISIONS

Notices

- 17.1 A notice required under this permit must be in writing.
- 17.2 The Secretary may serve a notice on the Permittee by:
- 17.2.1 giving it to the Permittee personally; or
 - 17.2.2 leaving it at or posting it to, or faxing it to the Permittee's registered office, the address set out in the Particulars or the Permittee's business address as last known to the Manager.
- 17.3 The Permittee may serve a notice on the Secretary or the Manager by leaving it at, or posting it to, or faxing it to:
- 17.3.1 the facsimile or address of the Secretary or the Manager respectively as set out in the Particulars; or
 - 17.3.2 any other address that the Manager nominates.
- 17.4 The Secretary may serve a notice on the Guarantor by:
- 17.4.1 giving it to the Guarantor personally; or
 - 17.4.2 leaving it at, or posting it to, or faxing it to the Guarantor's facsimile or address as set out in the Particulars or the address of the Guarantor's last known to the Manager

Waiver or Variation

- 17.5 A provision of or a right created under this permit may not be:
- 17.5.1 waived except in writing signed by the party granting the waiver; or
 - 17.5.2 varied except in writing signed by the parties.

Enforcement of Indemnity

- 17.6 It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this permit.
- 17.7 Each party agree to comply with any additional obligations imposed on it as described in the Particulars.

Standard Conditions

- 17.8 The Permittee and the Secretary agree that if there is any inconsistency between these standard conditions and the additional conditions, the additional conditions shall apply.

BY SIGNING THIS PERMIT THE PERMITTEE ACKNOWLEDGES THAT THE ATTACHED STANDARD CONDITIONS AND ADDITIONAL CONDITIONS WILL APPLY. IF THERE IS AN INCONSISTENCY BETWEEN THE STANDARD CONDITIONS AND THE ADDITIONAL CONDITIONS, THEN THE ADDITIONAL CONDITIONS PREVAIL.

EXECUTED as an agreement.

SIGNED under delegation from the)
SECRETARY to the DEPARTMENT OF)
SUSTAINABILITY AND ENVIRONMENT)
by the authorised officer of PARKS)
VICTORIA in the presence of:)

Signature of Witness

Signature of authorised officer

Name of Witness

Name of authorised officer

Position of authorised officer

SIGNED for and on behalf of PARKS)
VICTORIA by its authorised officer in the)
presence of:)

Signature of Witness

Signature of authorised officer

Name of Witness

Name of authorised officer

Position of authorised officer

PERMITTEE

SIGNED for and on behalf of THE HANG)
GLIDING FEDERATION OF AUSTRALIA)
INC (Incorporation No. Y0199420) by its)
authorised officer in accordance with Section)
29(1) of the Associations Incorporation Act)
(NSW) 1984 in the presence of:)

.....
Witness

.....
Public Officer
Chris Fogg
of 6 Sheridan Crescent
Stanwell Park NSW 2508

.....
Date

PERMITTEE

SIGNED for and on behalf of the)
VICTORIAN HANG GLIDING AND)
PARAGLIDING ASSOCIATION)
(Registration No. A0018791T) by its public)
officer in accordance with Section 19(6) of)
the *Associations Incorporation Act (Vic) 1981*)
in the presence of:)

.....
Witness

Rob Van Der Klooster
of 44 Tanner Street
Breakwater VIC 3219

.....
Dated

Public Officer

MINISTER'S CONSENT

[Insert consent under National Parks Act or Crown Land (Reserves) Act as applicable]

National Parks Act 1975

Under section 21(2) of the *National Parks Act 1975*, I, Andrew Minack, as delegate for the Minister for Environment and Climate Change hereby:

- consents to the terms, conditions, fees and charges of this permit;
- am satisfied that the purpose for which this permit is being granted is consistent with the Department of Sustainability and Environment's Policy.
- am satisfied that the fees are consistent with the current Department of Treasury and Finance guidelines for setting fees and charges imposed by departments and budget sector agencies.

Andrew Minack

General Manager Commercial Business
Parks Victoria

Crown Land (Reserves) Act 1978

Under section 17B (1) of the *Crown Land (Reserves) Act 1978* I, Andrew Minack, as delegate for the Minister for Environment and Climate Change hereby:

- consent to the grant of this licence;
- approve the covenants, exceptions, reservations and conditions contained herein; and
- am satisfied that the purpose for which this licence is being granted is not detrimental to the purpose for which the land is reserved.

Andrew Minack

General Manager Commercial Business
Parks Victoria