

Date / /

## Standard Permit

*National Parks Act 1975 Section 21(1)(c)(ii)*

Secretary to the Department of Environment, Land, Water and Planning  
and

Hang Gliding Federation of Australia Inc  
Incorporation No. Y0199420  
ABN 15 276 389 269  
and

Victorian Hang Gliding and Paragliding Association Inc  
Registration No. A0018791T  
ABN 29 852 506 455

Parks Victoria

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## Standard Permit

Date of Permit        /        /

This Permit is issued by the Secretary to the Permittee.

The Park which the Permit Area is located in is subject to the *National Parks Act 1975*

Parks Victoria manages the Permit Area pursuant to a direction from the Minister for the Environment, Climate Change and Water (now known as the Minister for Energy, Environment and Climate Change) dated 6 August 2013 and an agreement between the Secretary to the Department of Environment and Primary Industries (now known as the Department of Environment, Land, Water and Planning) dated 6 August 2013.

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.

The parties must:

- complete the Particulars;
- attach any plan and documents referred to in the Particulars;
- the Permittee must take out public risk insurance in accordance with condition 6.1 and must comply with conditions 6.2 and 6.3 in relation to such insurance; and
- sign/execute this permit. Parks Victoria to sign first under delegation from the Secretary followed by Parks Victoria in its own right as a party and then the Permittee.
- Parks Victoria as delegate for the Minister to sign the Minister's Consent on the back page.

## Particulars

1. **Permittee:**

<b>Name:</b>	<b>Hang Gliding Federation of Australia Inc (HGFA)</b>
<b>Contact person:</b>	Mr Brett Coupland
<b>Address:</b>	7 Marshall Crescent, Beacon Hill NSW 2100
<b>Ph:</b>	(03) 9336 7155
<b>Fax:</b>	(03) 9336 7177
  
2. **Permittee:**

<b>Name:</b>	<b>Victorian Hang Gliding and Paragliding Association Inc (VHPA)</b>
<b>Contact person:</b>	Mr Rob van der Klooster
<b>Address:</b>	44 Tanner Street, Breakwater VIC 3219
<b>Ph:</b>	0408 335 559
<b>Fax:</b>	Not applicable
  
3. **Secretary:**

<b>Contact person:</b>	c/- Manager Commercial Agreement Deployment and Compliance
<b>Address:</b>	Level 10, 535 Bourke Street, Melbourne VIC 3000
<b>Ph:</b>	13 19 63
<b>Fax:</b>	Not Applicable
  
4. **Manager:**

<b>Contact person:</b>	c/- Manager Commercial Agreement Deployment and Compliance
<b>Address:</b>	Level 10, 535 Bourke Street, Melbourne VIC 3000
<b>Ph:</b>	13 19 63
<b>Fax:</b>	Not Applicable
  
5. **Guarantor:**

<b>Name:</b>	Not applicable
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6. **Park:** Those Parks listed in Annexure A
  
7. **Permit Area:** The sites described in Annexure B
  
8. **Permitted Purpose:** Entry and use of the Permit Area for hang gliding and paragliding Flight Craft by the Permittee's members who are Approved Pilots as defined in Additional Conditions in Schedule 1 for each site in Annexure B
  
9. **Permit Period:** 1 May 2018 to 30 April 2021

- 10. **Permit Fee:** \$104.00 (+GST) per annum
- 11. **Permit Bond:** Not applicable
- 12. **Review Date:** Not applicable
- 13. **Times of Access to Park:** During the opening hours of each Park listed in Annexure A or otherwise agreed by the Manager
- 14. **Additional Conditions:** The parties agree that the following additional conditions shall apply:  
See Schedule 1

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## Standard conditions

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### 1. Interpretation

#### 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.

**Input Tax Credit** in relation to a Taxable Supply, means a credit under the GST Act for the GST payable by the recipient in respect of the Taxable Supply.

**Manager** means the contact person listed in item 4 of the Particulars or such other party as the Secretary may from time to time appoint as manager of the Park and the Permit Area.

**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)*;
- (d) *Dangerous Goods (Storage and Handling) Interim Regulations 2011 (Vic)*; and
- (e) *Work Health and Safety Act 2011 (Cth)*.

**Park** means the park 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*.

**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.

**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 the Manager and the Secretary and includes their officers, employees and agents and their successors and assigns.

**Review Date** means a date 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.

**Secretary** means the Secretary of the Department of Environment, Land, Water and Planning, 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.

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

**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.

1.2 In this permit, unless the contrary intention appears:

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

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

(a) ensure the Permittee's Members and Agents not do that thing; and

(b) not allow or cause any person to do that thing;

1.2.3 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;

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

1.2.5 A person includes an individual and a corporation; and

1.2.6 A heading may be used to help interpretation, but is not legally binding.

### 1.3 Acknowledgement

The Permittee acknowledges that the Manager has been appointed to manage the Park and that any right, power or authority vested in the Secretary by virtue of this permit 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.

### 1.4 Individual and Joint Liability

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

## 1.5 Victorian Law Applies

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

## 1.6 Remedies Cumulative

The rights and 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.

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## 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 the 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.

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## 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.

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## 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, 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 or the Manager 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 vandalism 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 and the Manager 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 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 the Secretary.

#### 4.17 Permit Fee and Permit Bond

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.

#### 4.18 Permittee's Behaviour

4.18.1 The Permittee must not:

- (a) do anything that is or may be dangerous, annoying or offensive or that may interfere with other persons;
- (b) 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 the Secretary or the Manager to be increased;
- (c) 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;
- (d) remove any of the Secretary's or the Manager's property from the Park; or
- (e) park any vehicle on any oval or grassed area at any time unless with the Secretary's consent. Vehicles are to remain on roadways or in designated parking areas at all times.

4.18.2 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 by the Permittee.

4.18.3 The Permittee must observe all additional obligations so specified in the Particulars.

#### 4.19 Payment of Fees and Interest on Overdue Monies

4.19.1 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.

4.19.2 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.

#### 4.20 Obligations after the Permit Period

In addition to any of its obligations under clause 4.15 the Permittee must prior to the end of the Permit Period:

- 4.20.1 leave the Park and the Permit Area in a clean and tidy condition to the reasonable satisfaction of the Secretary; and
- 4.20.2 repair any damage to the Park or the Permit Area as a result of the Permittee's use of the Park and the Permit Area under the terms of this permit.

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### 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 or the Manager 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 Park to ascertain the current state of repair or condition of any part of the Park 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 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.

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## 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 \$20 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:
- (a) loss, including financial loss, destruction or damage to real or personal property and ensuing loss of use of that property; and
  - (b) 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:
- (a) by virtue of any statute relating to workers' or accident compensation or employers' liability; or
  - (b) 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:
- (a) prior to the commencement of the Permit Period;
  - (b) within 14 days of the renewal of the Policy throughout the Permit Period; and
  - (c) 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.

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## 7. Release and Indemnity

### 7.1 Release

- 7.1.1 The Permittee agrees that it:
  - (a) has not relied upon any representation by or on behalf of the Secretary concerning the Permit Area or its use;
  - (b) is aware of all laws and legal requirements in relation to the Permit Area and the Permitted Purpose;
  - (c) occupies and uses the Permit Area and the Park at its own risk; and
  - (d) 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.
- 7.1.2 The Permittee releases the Secretary and the Manager and their respective officers, employees and agents from:
  - (a) 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
  - (b) 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.

### 7.2 Indemnity

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:

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

7.2.2 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

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

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

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## 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.

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## 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 the Manager suffers due to the Permittee's breach; or

9.2.4 exercise any of the Secretary's or the Manager's other legal rights.

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**10. Termination of Permit**

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

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**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 *Work Health and Safety Act 2011 (Cth)*.

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; and

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

- 12.1 The Guarantor is required to execute this permit before it is effective.
- 12.2 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.
- 12.3 The Guarantor is liable:
- 12.3.1 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;
  - 12.3.2 even if the permit is varied;
  - 12.3.3 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 and Torres Strait Islander Heritage Protection Act 1984 (Cth)***

- 14.1 The Permittee must comply with any declaration, and any conditions made in or pursuant to such declaration, under the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth)* (ATSIHPA) in relation to the Park or the Permit Area or any part thereof.
- 14.2 In the event that a declaration is made under the ATSIHPA, 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 result of that declaration.
- 14.3 If the Permittee proposes to carry out any act which requires the consent of the local Aboriginal community, within the meaning of the ATSIHPA, or the Minister, under section 21U of the ATSIHPA, the Permittee must, prior to carrying out such act, contact the Secretary who must use its reasonable endeavours to obtain the necessary consent or permit pursuant to section 21U of the ATSIHPA. The Permittee must not carry out any such act until the necessary consent or permit has been obtained.
- 14.4 If the Permittee fails to comply with any requirement under the ATSIHPA in relation to the Permit Area or the Park, 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 action taken or claim made against the Secretary as a result of the Permittee's failure to comply.

---

**15. *Aboriginal Heritage Act 2006 (Vic)***

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

---

**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 Premises 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**

### **17.1 Notices**

17.1.1 A notice required under this permit must be in writing.

17.1.2 The Secretary may serve a notice on the Permittee by:

- (a) giving it to the Permittee personally; or
- (b) 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.

17.1.3 The Permittee may serve a notice on the Secretary or the Manager by leaving it at, or posting it to, or faxing it to:

- (a) the facsimile or address of the Secretary or the Manager respectively as set out in the Particulars; or
- (b) any other address that the Manager nominates.

17.1.4 The Secretary may serve a notice on the Guarantor by:

- (a) giving it to the Guarantor personally; or
- (b) 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.

### **17.2 Waiver or Variation**

17.2.1 A provision of or a right created under this permit may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by the parties.

**17.3 Enforcement of Indemnity**

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this permit.

**17.4 Standard Conditions**

- 17.4.1 Each party agree to comply with any additional obligations imposed on it as described in the Particulars.
- 17.4.2 The Permittee and the Secretary agree that if there is any inconsistency between these standard conditions and the additional conditions, the standard conditions shall apply.

# Signing page

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 standard conditions prevail.

Executed as an agreement.

Signed under delegation from the Secretary to the Department of Environment, Land, Water and Planning by the authorised officer of Parks Victoria in the presence of:

Signature of Witness

Emanuela Grossi

Name of Witness

4/05/2018

Date



Signature of authorised officer

Matthew Jackson

Name of authorised officer

Chief Executive Officer

~~Executive Director Finance and Commercial~~

Signed for and on behalf of Parks Victoria by its authorised officer in the presence of:



Signature of Witness

ROSALEEN COX

Name of Witness

01/05/2018

Date



Signature of authorised officer

RHONDA MACDONALD

Name of authorised officer



Director Commercial Partnerships

DS  
CS

**PERMITTEE**

Executed by **HANG GLIDING FEDERATION OF AUSTRALIA INC** (Incorporation No. Y0199420) in accordance with section 22 of the *Associations Incorporation Act 2009 (NSW)*:

DocuSigned by:

*Brett Coupland*

981F288AA69A4F2...

Signature of Authorised Signatory  
Brett Coupland

Name of Authorised Signatory  
15/5/2018

Date

DocuSigned by:

*P.C. Allen*

4E3B7EC7BEF748E...

Signature of Authorised Signatory/Public Officer  
Peter Allen

Name of Authorised Signatory/Public Officer  
21/5/2018

Date

**PERMITTEE**

Executed by **VICTORIAN HANG GLIDING AND PARAGLIDING ASSOCIATION** (Registration No. A0018791T) in accordance with section 38 of the *Associations Incorporation Reform Act 2012 (Vic)*:

DocuSigned by:

*R van der Klooster*

50E1DA74B08D41C...

Signature of Committee Member  
Rob van Der Klooster

Name of Committee Member  
14/5/2018

Date

DocuSigned by:

*Romann Kudinoff*

3B2697EFC524EE...

Signature of Committee Member/Secretary  
Romann Kudinoff

Name of Committee Member/Secretary  
21/5/2018

Date

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## Schedule 1

### Additional Conditions

The parties agree that the following additional conditions shall apply:

#### 1. Definitions

In these additional conditions the following definitions apply

**Additional Conditions** means the conditions and requirements defined in this Schedule 1.

**Approved Pilots** means any pilot holding an appropriate pilot certificate who is a member of the HGFA and responsible for the operation and safety of an hang glider or during flight or operating an Aircraft with the owners' permission.

**Flight Craft** means the hang gliders and paraglider as described and shown in Annexure C which are administered by the HGFA and comply with the definition of aircraft in the operations manual of the HGFA.

**Operational Parks Victoria Contact** means the nominated Parks Victoria contact person for each site, as listed in Annexure A.

**Passenger** means any person who is entering, on board, or alighting from an aircraft who is not an Approved Pilot or a student pilot under instruction.

**Works** means any works to or at the Permit Area (including construction, fitout, demolition, alterations, additions, landscaping or earthworks and the installation of equipment) whether carried out before or during the Permit Period.

#### 2. Certificate of Currency

The parties acknowledge and agree that upon the receipt of the certificate of currency for the Policy in accordance with clause 6.3, the Secretary or Manager may attach a copy of the certificate of currency for the Policy at Annexure D of this Permit.

#### 3. Use and Maintenance of the Permit Areas

**3.1** All issues and discussions in relation to the use and maintenance of the sites subject to this Permit must be initiated through the nominated Operational Parks Victoria Contact identified in Annexure A, Site Summary.

**3.2** By 31 March of each year during the Permit Period, the Permittee must undertake a site inspection of each site and, unless otherwise agreed in writing by the Manager, must provide a condition assessment and management plan to the Manager.

**3.3** The Permittee must:

- 3.3.1 ensure that all hang gliding and paragliding participants are Approved Pilots or student pilots under instruction;
- 3.3.2 determine the appropriate competency level for each site described in Annexure B;
- 3.3.3 ensure that all members have the demonstrated competency levels as determined and certified with the HGFA and as required under relevant law; and

- 3.3.4 ensure that no Passengers are permitted to use the Flight Craft at any time.
- 3.4** The Permittee must comply with the site specific obligations set out in Annexure B.
- 3.5** The Permittee must not use the Permit Area as a residence or allow anyone to sleep at the Permit Area.
- 3.6** Exclusive use of hang gliding and paragliding sites by specific groups or individuals will not be granted.
- 3.7** The Permittee acknowledges and agrees that:
- 3.7.1 the Secretary and the Manager do not warrant that the Permit Area is suitable for the Permitted Purpose; and
- 3.7.2 the Permittee must, at its own cost, maintain the Permit Area, including the specific obligations described in Annexure B in accordance with all applicable laws and standards relevant to the Permittee's access and use of the Permit Area.
- 3.8** The Permittee must not bring into the Permit Area any introduced plant material including planting or propagating lawn, trees or shrubs.
- 4. Signage and Barriers**
- 4.1** The Permittee must, at the Permittee's cost, provide, install and maintain in good condition signage at all sites in the Permit Area to provide information about the obligations and requirements of site users subject to and consistent with this Permit, no later than 31 March each year, unless otherwise agreed by the Manager in writing. The content, design and location of signage must be approved by the Manager.
- 4.2** The Permittee must, as directed and approved by the Manager, and at the Permittee's cost, erect and maintain warning signs and barriers at launch, landing or other sites within the Permit Area in accordance with the site requirements identified in Annexure B or as directed from time to time to prevent access to danger areas and prevent access to constructed launch ramps when not in use.
- 4.3** The Permittee must use all reasonable endeavours to ensure that all pilots launching from the Permit Area are members of and are certified by HGFA, including but not limited to agreed on-site signage and other communication to members consistent with the requirements of this Permit.
- 5. Safety**
- 5.1** The Permittee must use all reasonable endeavours to ensure the safety of all users of the Permit Area, associated built assets and access including other park or reserve users.
- 5.2** The Permittee must maintain the vegetation within the Permit Area to the minimum standard required to ensure the safety of pilots and other site users. A vegetation management plan must be developed for each site if required by the Manager to meet the requirements of users and ensure the protection of natural values.
- 5.3** If in the opinion of the Secretary or Manager, the Permit Area is unsafe for the Permitted Purpose, the Secretary or Manager 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.

**6. Toilets and waste management**

The Permittee may be required to provide during periods of peak use as defined in Annexure B, portable chemical or other suitable toilets or other waste management facilities to deal with issues of public health and amenity.

**7. Commercial Activities, Competitions and Events**

The Permittee is not permitted to use the Permit Area for competitions or hang gliding events except where the Manager has given the Permittee prior written approval to do so and issued the Permittee with an event permit for each event.

**8. Closure of Permit Area**

The Permittee acknowledges that the Manager may close the Permit Area or any part of the Permit Area, temporarily or permanently without payment or expectation of compensation.

**9. Access to the Permit Area**

If to gain access to the Permit Area, the Permittee or the Permittees Members and Agents must cross other land under the control of Parks Victoria, then the Permittee must comply with the directions of the Manager in relation to using that land.

**10. Other Landowners and Land Managers**

The Permittee must obtain the consent of landowners or land managers within the glide path in relation to landing on property not subject to this Permit.

**11. Compliance with Aviation Laws & Regulations**

The Permittee and Permittee's Members and Agents must at all times comply with all current aviation standards, regulations and laws (including but not limited to) the: -

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

**12. Works**

- 12.1** The Permittee must not carry out any Works without the Manager's prior written consent and if such consent is provided the Permittee must contact the relevant Operational Parks Victoria Contact identified in Annexure A before carrying out any Works. The Permittee must carry out all Works in the manner and to the standard set out in all relevant laws and regulations.
- 12.2** The Permittee must also ensure that the Works are completed promptly and in accordance with any timeframes determined by the Manager.
- 12.3** During the course of this Permit, the Permittee owns all of the Works, structures and improvements made to the Permit Area. The Permittee must not remove any Works, structures or improvements before the expiration or earlier termination of this Permit unless directed to do so by the Manager.



**12.4** At the end of the Permit Period, any Works, structures or improvements that are not directed by the Manager to be removed by the Permittee become the absolute property of the Manager without any payment of compensation.

**13. Breach of Additional Conditions**

Without limiting standard condition 10, the Secretary may terminate this permit for breach of any of the Additional Conditions by notice to the Permittee at any time without payment of compensation.

**14. Counterpart**

This Permit may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same instrument.

# Annexure A

## Site Summary

Site Name	Park	Operational Parks Victoria Contact	HGFA nominated club responsible for maintenance	
<b>Issued under Section 21(1) (c) (ii) of the <i>National Parks Act 1975</i></b>				
1	Bishops Rock	Discovery Bay Coastal Park	Area Chief Ranger, Glenelg	Dynasoarers Hang Gliding Club. 44 Tanner St, Breakwater VIC 3219
2	Cape Bridgewater	Discovery Bay Coastal Park	Area Chief Ranger, Glenelg	Dynasoarers Hang Gliding Club. 44 Tanner St, Breakwater VIC 3219
3	Discovery Bay	Discovery Bay Coastal Park	Area Chief Ranger, Glenelg	Dynasoarers Hang Gliding Club. 44 Tanner St, Breakwater VIC 3219
4	Murrells Beach	Discovery Bay Coastal Park	Area Chief Ranger, Glenelg	Dynasoarers Hang Gliding Club. 44 Tanner St, Breakwater VIC 3219
5	Cape Liptrap	Cape Liptrap Coastal Park	Area Chief Ranger, South Gippsland and Bass	Skyhigh Paragliding Club. PO Box 441, Kew VIC 3101
6	Flaxmans Hill	Bay of Islands Coastal Park	Area Chief Ranger, Shipwreck Coast and Hinterland	Dynasoarers Hang Gliding Club. 44 Tanner St, Breakwater VIC 3219
7	Johanna	Great Otway National Park	Area Chief Ranger, Colac - Otway	Dynasoarers Hang Gliding Club. 44 Tanner St, Breakwater VIC 3219
8	Jarosite (Jan Juc)	Great Otway National Park	Area Chief Ranger, Surf Coast	Dynasoarers Hang Gliding Club. 44 Tanner St, Breakwater VIC 3219
9	Southside (Jan Juc)	Great Otway National Park	Area Chief Ranger, Surf Coast	Dynasoarers Hang Gliding Club. 44 Tanner St, Breakwater VIC 3219
10	Spion Kopp-Moggs Creek	Great Otway National Park	Area Chief Ranger, Surf Coast	Dynasoarers Hang Gliding Club. 44 Tanner St, Breakwater VIC 3219
11	Mt Buffalo	Mount Buffalo National Park	Area Chief Ranger, Ovens	North East Hang Gliding Club. PO Box 317, Bright VIC 3741
12	Mount Dandenong-Burkes Lookout	Dandenong Ranges National Park	Area Chief Ranger, Dandenong Ranges	Melbourne Hang Gliding Club. PO Box 8057, Camberwell North VIC 3124
13	Mt Donna Buang- Ben Cairn	Yarra Ranges National Park	Area Chief Ranger, Yarra Ranges	Melbourne Hang Gliding Club. PO Box 8057, Camberwell North VIC 3124
14	Portsea Surf Beach (London Bridge)	Mornington Peninsula National Park	Area Chief Ranger, Southern Peninsula.	Skyhigh Paragliding Club. PO Box 441, Kew VIC 3101
15	Flinders Ocean Beach (the Bowl)	Mornington Peninsula National Park	Area Chief Ranger, Southern Peninsula.	Skyhigh Paragliding Club. PO Box 441, Kew VIC 3101
16	Cairns Bay (Tea Tree Creek)	Mornington Peninsula National Park	Area Chief Ranger, Southern Peninsula	Skyhigh Paragliding Club. PO Box 441, Kew VIC 3101

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## Annexure B

### SITE PLANS, PROFILES AND MAINTENANCE REQUIREMENTS

The site specific conditions identified in Annexure B are considered in addition to any requirements identified in the standard and additional conditions.

**1. Bishops Rock: Discovery Bay Coastal Park**

<b>Party Nominated by HGFA as Responsible for Site Maintenance:</b>	Dynasoarers Hang Gliding Club 44 Tanner Street, Breakwater VIC 3219
<b>Operational Parks Victoria Contact:</b>	Area Chief Ranger, Glenelg
<b>Site Description:</b>	Large natural rock plateau 20 metres west of Bishops Rock car park
<b>Landing and/or Launching Permitted:</b>	Both landing and launching permitted
<b>Launch Type:</b>	Natural ground ramp
<b>VHPA Site Rating:</b>	Intermediate - Advanced



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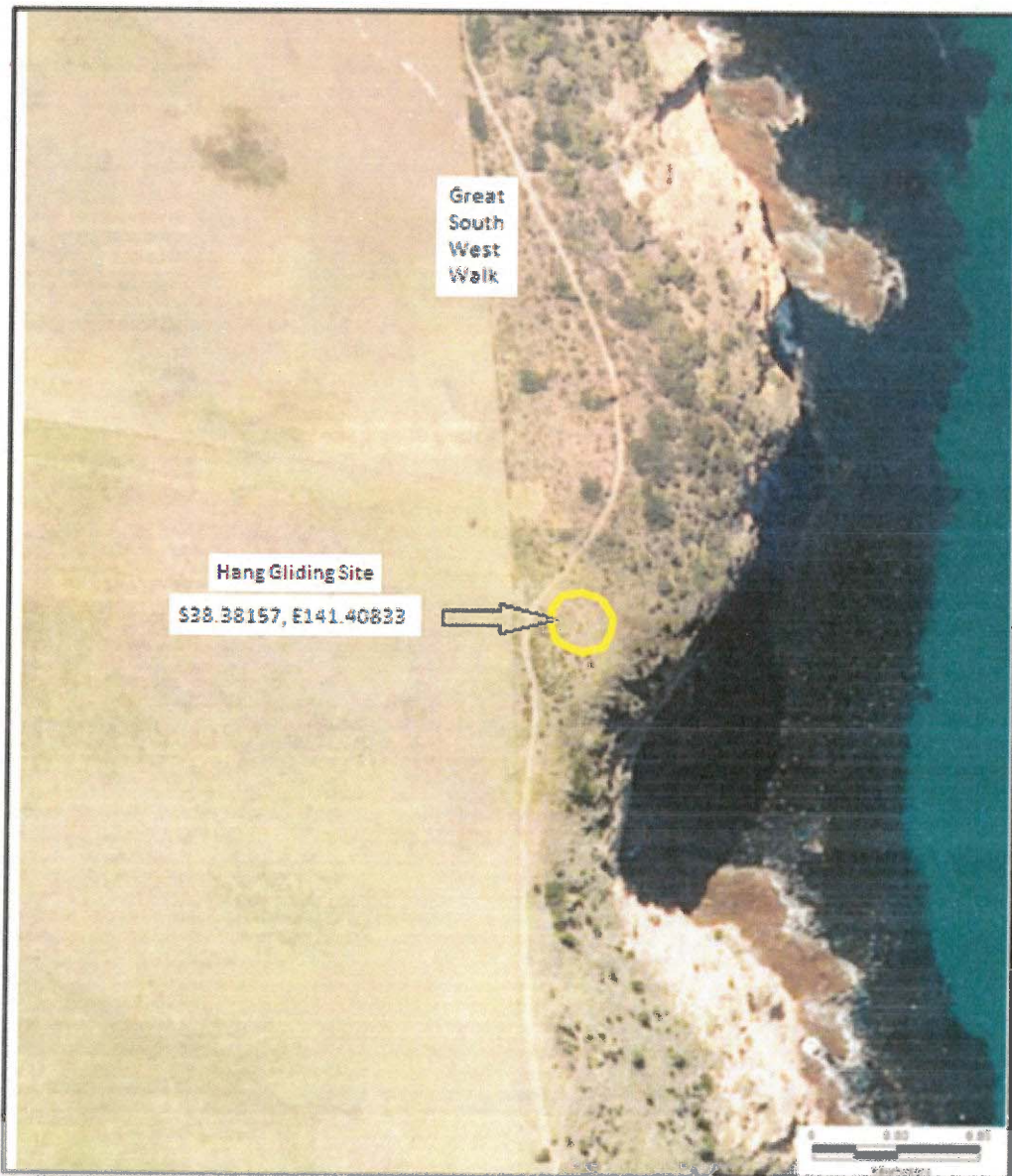


DISCOVERY BAY  
COASTAL PARK  
Bishops Rock  
SCALE 1:1165



## 2. Cape Bridgewater: Discovery Bay Coastal Park

<b>Party Nominated by HGFA as Responsible for Site Maintenance:</b>	Dynasoarers Hang Gliding Club 44 Tanner Street, Breakwater VIC 3219
<b>Operational Parks Victoria Contact:</b>	Area Chief Ranger, Glenelg
<b>Site Description:</b>	Grassy coastal cliffs, on track to seal colony, 50 m past seat, 200 m before highest point
<b>Landing and/or Launching Permitted:</b>	Only launching permitted
<b>Launch Type:</b>	Natural ground ramp
<b>VHPA Site Rating:</b>	Intermediate



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DISCOVERY BAY  
COASTAL PARK  
Cape Bridgewater  
SCALE 1:1568



### 3. Discovery Bay: Discovery Bay Coastal Park

<b>Party Nominated by HGFA as Responsible for Site Maintenance:</b>	Dynasoarers Hang Gliding Club 44 Tanner Street, Breakwater VIC 3219
<b>Operational Parks Victoria Contact:</b>	Area Chief Ranger, Glenelg
<b>Site Description:</b>	Large sand dunes north of access track
<b>Landing and/or Launching permitted:</b>	Only launching permitted
<b>Launch Type:</b>	Natural ground ramp
<b>VHPA Site Rating:</b>	Novice



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DISCOVERY BAY  
COASTAL PARK  
Discovery Bay  
SCALE 1:6581



#### 4. Murrells Beach: Discovery Bay Coastal Park

<b>Party Nominated by HGFA as Responsible for Site Maintenance:</b>	Dynasoarers Hang Gliding Club 44 Tanner Street, Breakwater VIC 3219
<b>Parks Victoria Operational Contact:</b>	Area Chief Ranger, Glenelg
<b>Site Description:</b>	Coastal Hill, 20 m west of car park
<b>Landing and/or Launching Permitted:</b>	Only launching permitted
<b>Launch Type:</b>	Natural ground ramp
<b>VHPA Site Rating:</b>	Novice



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**DISCOVERY BAY  
COASTAL PARK**  
Murrells Beach  
SCALE 1:744



**5. Cape Liptrap: Cape Liptrap Coastal Park**

<b>Party Nominated by HGFA as Responsible for Site Maintenance:</b>	Skyhigh Paragliding Club PO Box 441, Kew VIC 3101
<b>Operational Parks Victoria Contact:</b>	Area Chief Ranger, South Gippsland and Bass
<b>Site Description:</b>	Slashed launching/landing site (approx .45m x 20m).
<b>Landing and/or Launching permitted:</b>	Both landing and launching permitted
<b>Launch Type:</b>	Natural ground ramp (cliff top)
<b>VHPA Site Rating:</b>	Intermediate

**Site Specific Conditions:**

- Locked, steel gate at beginning of site access track off Cape Liptrap Road. Vehicular access can be arranged with the Operational Parks Victoria Contact.



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**CAPE LIPTRAP COASTAL PARK**  
Cape Liptrap HGFA  
Licence Area  
SCALE 1:2500





### 6. Flaxmans Hill: Bay of Islands Coastal Park

<b>Party Nominated by HGFA as Responsible for Site Maintenance:</b>	Dynasoarers Hang Gliding Club 44 Tanner Street, Breakwater VIC 3219
<b>Operational Parks Victoria Contact:</b>	Area Chief Ranger, Shipwreck Coast & Hinterland
<b>Site Description:</b>	Hang Gliding ramp located at the very end of Mathiesons' Road (or Whites Road)
<b>Landing and/or Launching Permitted:</b>	Both landing and launching permitted. Landing in paddocks north of the park is preferred, subject to landowner permission.
<b>Launch Type:</b>	Natural ground ramp
<b>VHPA Site Rating:</b>	Intermediate



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**Flaxmans Hill – Mathiesons Road  
(Bay of Islands Coastal Park)**  
HGFA Permitted Use Area  
SCALE 1:1250

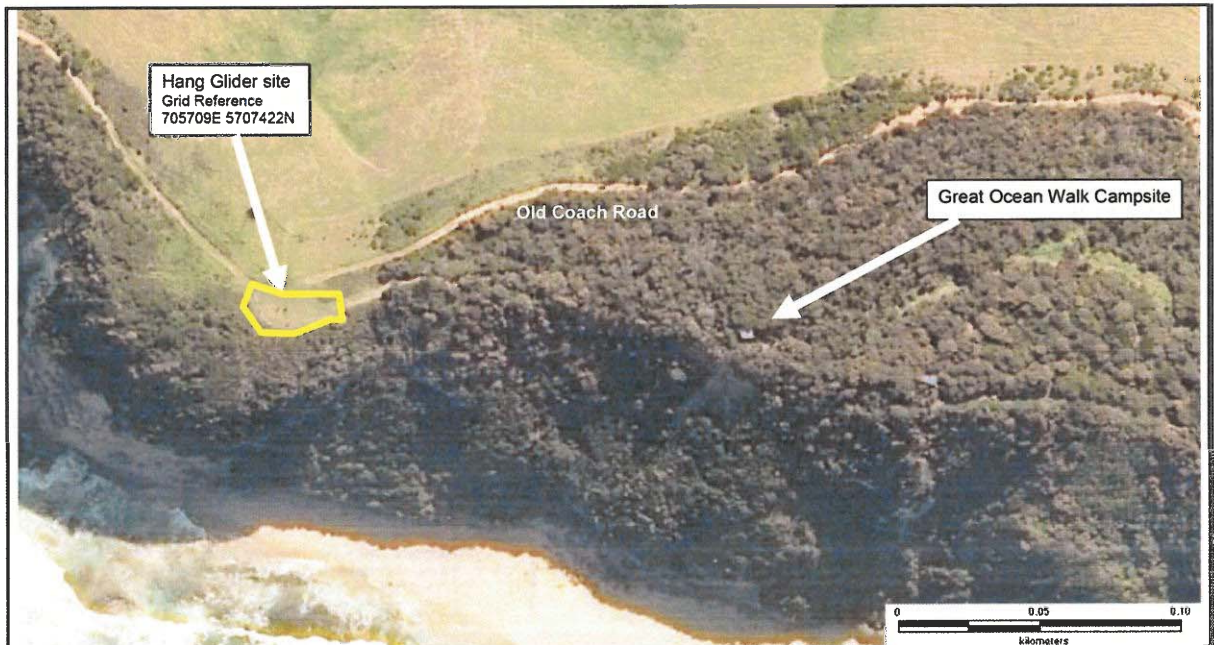


**7. Johanna: Great Otway National Park**

<b>Party nominated by HGFA as responsible for site maintenance:</b>	Dynasoarers Hang Gliding Club 44 Tanner Street, Breakwater VIC 3219
<b>Operational Parks Victoria Contact:</b>	Area Chief Ranger, Colac - Otway
<b>Site Description:</b>	Cliff area west of Johanna Campground. Access via Old Coach Road (Open grassed area between coastal scrub)
<b>Landing and/or Launching Permitted:</b>	Both landing and launching permitted
<b>Launch Type:</b>	Natural ground ramp
<b>VHPA Site Rating:</b>	Intermediate

**Site Specific Conditions:**

- The Permittee must prepare and implement a Vegetation Management Plan within 3 months of commencement date of this agreement.



Map Produced using Parks Victoria's ParkView Mapping System  
Tuesday, 4 December 2012 at 8:43:32 AM

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**Hang Glider Site  
Johanna Beach  
West Otways  
SCALE 1:1523**



**8. Jarosite (Jan Juc): Great Otway National Park**

<b>Party nominated by HGFA as responsible for site maintenance:</b>	Dynasoarers Hang Gliding Club 44 Tanner Street, Breakwater VIC 3219
<b>Operational Parks Victoria Contact:</b>	Area Chief Ranger, Surf Coast
<b>Site Description:</b>	Coastal cliff
<b>Landing and/or Launching permitted:</b>	Only launching permitted
<b>Launch type:</b>	Natural ground ramp and astro-turf
<b>VHPA Site rating:</b>	Intermediate



Map Produced using Parks Victoria's ParkView Mapping System  
Tuesday, 4 December 2012 at 4:26:09 PM

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Great Otway National Park  
Jarosite Hanggliding Licence Area  
SCALE 1:1395



**9. Southside (Jan Juc): Great Otway National Park**

<b>Party Nominated by HGFA as Responsible for Site Maintenance:</b>	Dynasoarers Hang Gliding Club 44 Tanner Street, Breakwater VIC 3219
<b>Operational Parks Victoria Contact:</b>	Area Chief Ranger, Surf Coast
<b>Site description:</b>	Coastal Cliff
<b>Landing and/or Launching permitted:</b>	Both launching and landing permitted.
<b>Launch type:</b>	Natural ground ramp and astro-turf
<b>VHPA Site rating:</b>	Intermediate



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Monday, 3 December 2012 at 3:25:22 PM

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**Great Otway  
National Park**  
Southside  
SCALE 1:500



**10. Spion Kopp - Moggs Creek: Great Otway National Park**

<b>Party Nominated by HGFA as Responsible for Site Maintenance:</b>	Dynasoarers Hang Gliding Club 44 Tanner Street, Breakwater VIC 3219
<b>Operational Parks Victoria Contact:</b>	Area Chief Ranger, Surf Coast
<b>Site Description:</b>	Coastal hill
<b>Landing and/or Launching Permitted:</b>	Only launching permitted. Set up is only allowed within the marked area.
<b>Launch Type:</b>	Natural ground ramp and astro-turf
<b>VHPA Site Rating:</b>	Novice



Map Produced using Parks Victoria's ParkView Mapping System  
Monday, 3 December 2012 at 1:40:33 PM

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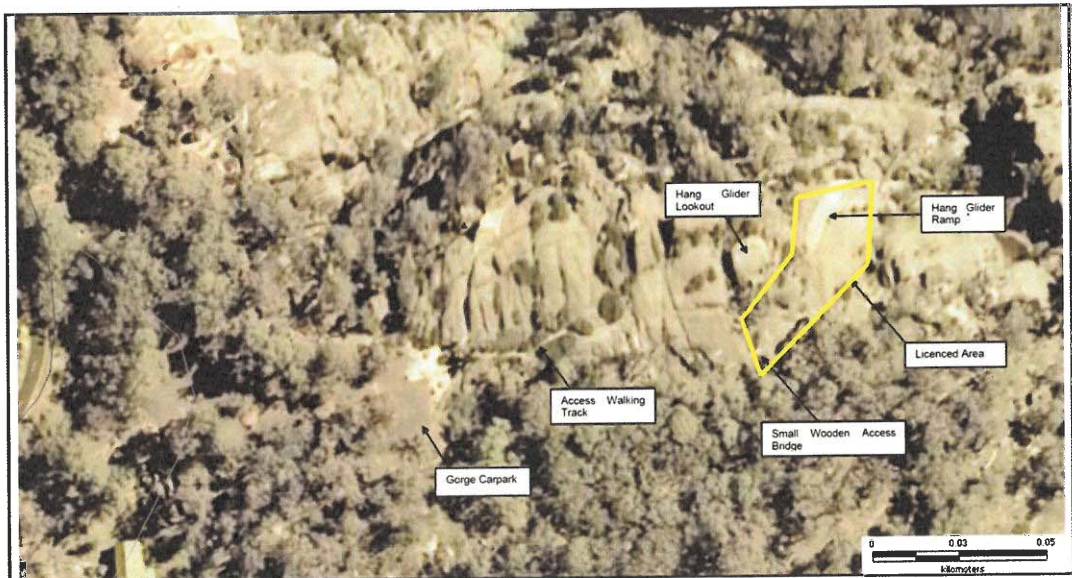


**Great Otway National Park**  
Spion Kopp (Moggs Creek)  
HGFA Permitted Use Area  
SCALE 1:855



**11. Mount Buffalo: Mount Buffalo National Park**

<b>Party Nominated by HGFA as Responsible for Site Maintenance:</b>	North East Hang Gliding Club PO Box 317, Bright VIC 3741
<b>Operational Parks Victoria Contact:</b>	Area Chief Ranger, Ovens
<b>Site Description:</b>	Natural boulder area, with drop from cliff into gorge (ramp run out faces north-east)
<b>Landing and/or Launching Permitted:</b>	Only launching permitted
<b>Launch Type:</b>	Constructed ramp (treated pine construction)
<b>VHPA Site Rating:</b>	Advanced



Map Produced using Parks Victoria's ParkView Mapping System  
Wednesday, 5 December 2012 at 3:05:42 PM

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**Mt Buffalo Hang Glider Launch Ramp**  
SCALE 1:1100

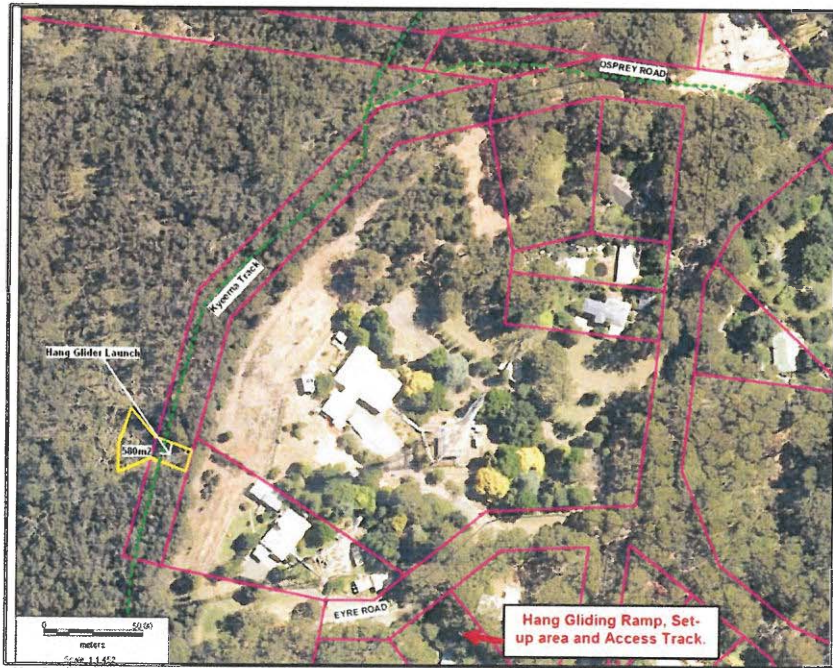


## 12. Mount Dandenong - Burkes Lookout: Dandenong Ranges National Park

<b>Party Nominated by HGFA as Responsible for Site Maintenance:</b>	Melbourne Hang Gliding Club PO Box 8057, Camberwell North VIC 3124
<b>Operational Parks Victoria Contact:</b>	Area Chief Ranger, Dandenong Ranges
<b>Site Description:</b>	Ground ramp situated within a treed slot, inland mountain
<b>Landing and/or Launching Permitted:</b>	Only launching Permitted
<b>Launch type:</b>	Ground ramp
<b>VHPA Site Rating:</b>	Advanced

### Site Specific Conditions:

- After first contacting the Operational Parks Victoria Contact, the Melbourne Hang Gliding Club is required to collect rubbish from the site quarterly (January, April, July and October) including within a 5m radius of the ramp extending 20m in the treed slot in front of the ramp.
- Within the Permit Period stated at item 9 of the Particulars, the Melbourne Hang Gliding Club must repair the concrete piers supporting the new ramp to the satisfaction of the Operational Parks Victoria Contact.



Map Produced using Parks Victoria's ParkView Mapping System  
Monday, 10 December 2012 at 2:06:06 PM

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



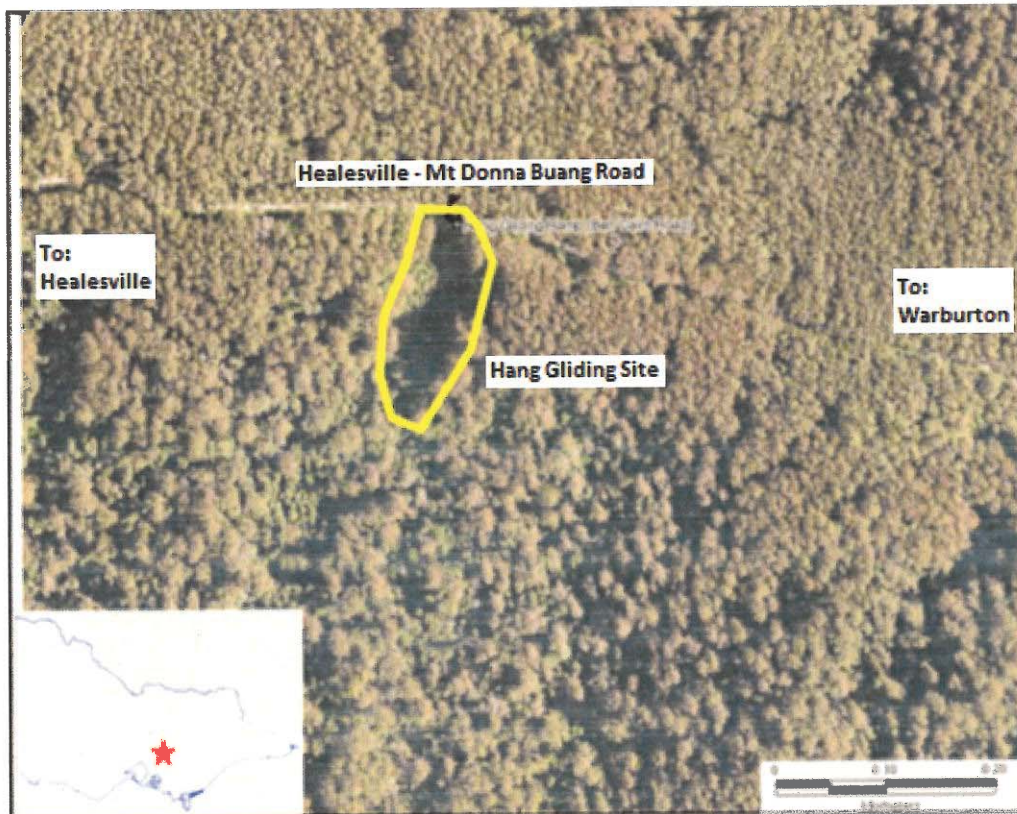
Licence Area -  
December 2012  
SCALE 1:1000

### 13. Mt Donna Buang - Ben Cairn: Yarra Ranges National Park

<b>Party Nominated by HGFA as responsible for site maintenance:</b>	Melbourne Hang Gliding Club PO Box 8057, Camberwell North VIC 3124
<b>Operational Parks Victoria Contact:</b>	Area Chief Ranger, Yarra Ranges
<b>Site Description:</b>	Southerly aspect, treed slot in Mt Ash Forest and small set up area on northern side of roadway
<b>Landing and/or Launching Permitted:</b>	Only launching permitted
<b>Launch Type:</b>	Constructed ramp
<b>VHPA Site Rating:</b>	HG Advanced

#### Site Specific Conditions:

- Additional signage to be erected on the Mt Donna Buang – Ben Cairn Road (not affixed to trees) to advise motorists that hang gliders cross the road.
- The Permittee is required to install a fence and gate restricting public access to the ramp, and install an approved pilot rating and risk warning sign. Any proposed installation, requires approval from the Operational Parks Victoria Contact Officer.



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Thursday, 20 December 2012 at 2:24:59 PM

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



SCALE 1:4786



**14. Portsea Surf Beach (London Bridge): Mornington Peninsula National Park**

<b>Party Nominated by HGFA as Responsible for Site Maintenance:</b>	Skyhigh Paragliding Club PO Box 441, Kew VIC 3101
<b>Operational Parks Victoria Contact:</b>	Area Chief Ranger, Southern Peninsula
<b>Site Description:</b>	The ramp is located next to the London Bridge car park (Melways Ref. 156 A5 – ESTA emergency marker MOR 548). The site is set on an escarpment above Portsea Surf Beach. A small sheltered set-up area is located next to the ramp.
<b>Landing and/or Launching permitted:</b>	Both landing and launching permitted
<b>Launch Type:</b>	Constructed ground level earthen ramp with astro-turf covering and retaining wall to support launch edge
<b>VHPA Site Rating:</b>	Novice

**Site Specific Conditions:**

- Pilots must not land in adjacent Point Nepean National Park, 800m to the west. Preferred landing is on the Portsea Surf Beach with access from the beach back to the ramp and carpark via nearby sealed walking track.
- Temporary beach closures may occur during Hooded Plover breeding season limiting beach landing options.
- Pilots must not use or create shortcut tracks between the launch site and beach.
- Skyhigh Paragliding Club to maintain launch ramp synthetic surface (ensuring there are no slip or trip hazards), ground formation and soil retaining erosion control structures, safety access gate and fence and gravel walking track from the carpark to the ramp.
- Access to the site: A post and rail fence with a pedestrian gate separates general public from the ramp area with an approved pilot rating and risk warning sign located at the gate. A 20 m gravel track provides foot access from the car park. The launch ramp also overlooks a lookout and the primary sealed walking track to the beach.



Map Produced using Parks Victoria's ParkView Mapping System  
Monday, 10 December 2012 at 1:54:35 PM

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**London Bridge  
 Hang Gliding  
 Ramp**  
 Licence Area –  
 December 2012  
 SCALE 1:1000



**15. Flinders Ocean Beach (the Bowl): Mornington Peninsula National Park**

<b>Party Nominated by HGFA as Responsible for Site Maintenance:</b>	Skyhigh Paragliding Club PO Box 441, Kew VIC 3101
<b>Operational Parks Victoria Contact:</b>	Area Chief Ranger, Southern Peninsula
<b>Site Description:</b>	Located beside Golf Links Road, Flinders, and a small bitumen car parking area (Melway Ref 261 J10 – ESTA emergency marker MOR 201). The site is set on an escarpment above Flinders Ocean Beach. A sheltered set-up area is located next to the ramp.
<b>Landing and/or Launching permitted:</b>	Only launching permitted
<b>Launch type:</b>	Constructed ground level earthen ramp with astro-turf covering
<b>VHPA Site rating:</b>	Novice

**Site Specific Conditions:**

- Pilots must not land on the adjacent golf course. The preferred landing is on the beach below accessed via the lower Flinders Ocean Beach carpark.
- Pilots not to use or create shortcut tracks between the launch site and beach.
- Skyhigh Paragliding Club to maintain launch ramp synthetic surface and sub surface.
- Skyhigh Paragliding Club to maintain synthetic surface and subsurface (ensuring there are no slip or trip hazards), ground formation and soil retaining erosion control structures, safety access gate and fence and set-up area.
- Site access: A post and rail fence with a pedestrian gate separates general public from the ramp area with an approved pilot rating and risk warning sign located at the gate.



Map Produced using Parks Victoria's ParkView Mapping System  
 Monday, 10 December 2012 at 2:06:06 PM

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**Flinders Hang Gliding Ramp**  
 Licence Area –  
 December 2012  
 SCALE 1:1000

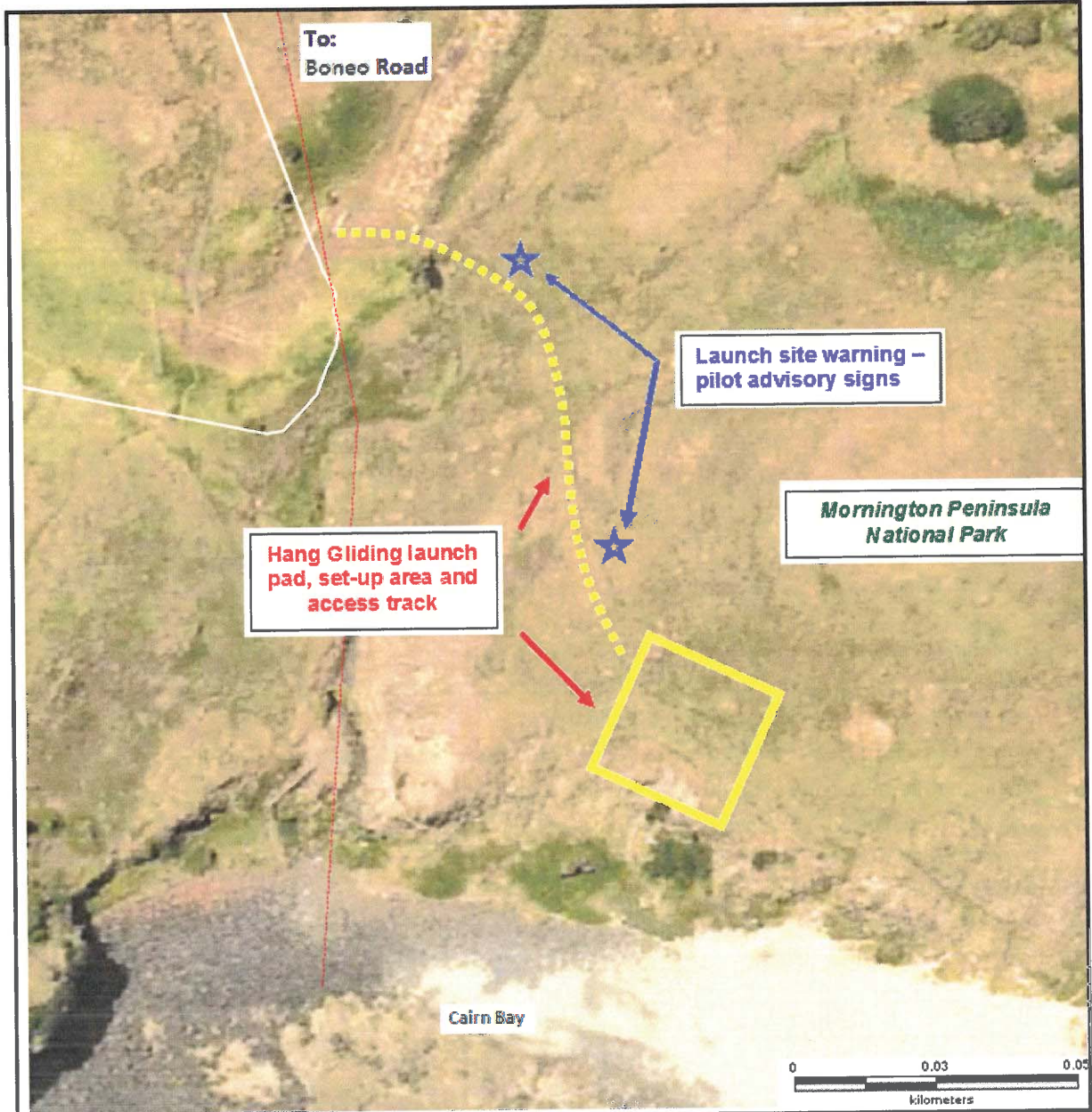


**16. Cairns Bay (Tea Tree Creek): Mornington Peninsula National Park**

<b>Party Nominated by HGFA as Responsible for Site Maintenance:</b>	Skyhigh Paragliding Club PO Box 441, Kew VIC 3101
<b>Operational Parks Victoria Contact:</b>	Area Chief Ranger, Southern Peninsula
<b>Site Description:</b>	The launch pad is located on a grassed knoll above and south of the decommissioned Tea Tree Creek Quarry with the Cairns Bay beach below and high headlands either side (Melways Ref. 260 J12 – ESTA emergency marker MOR 506). A large undefined grassy set up area surrounds the launch pad.
<b>Landing and/or Launching Permitted:</b>	Both launching and landing permitted
<b>Launch type:</b>	Natural ground and grassy surface, gently sloping. There is no defined ramp facility or structures.
<b>VHPA Site rating:</b>	Novice

**Site Specific Conditions:**

- No landing in adjacent private rural properties. Preferred landing is anywhere on the nearby open headlands or Tea Tree Creek beach within the national park, accessed from the beach back to the launch area and carpark via the nearby formal walking track.
- Pilots not to use or create shortcut tracks between the launch site and beach.
- Landing not permitted in Boneo Road carpark.
- Skyhigh Paragliding Club to maintain the natural grass surfaces of the launch pad and set-up areas as well as the foot pad from the main walking track areas by mowing/slashing and ensure they do not present slip or trip hazards
- Access is through a 200m foot pad from the main walking track between the beach and car park on Boneo Road which is a further 350m.



Map Produced using Parks Victoria's ParkView Mapping System  
 Tuesday, 2 June 2015 at 2:08:45 PM

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**Cairns Bay  
 Hang Gliding  
 Permit Area**  
 June 2015  
 SCALE 1:1000



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## ANNEXURE C

### FLIGHT CRAFT

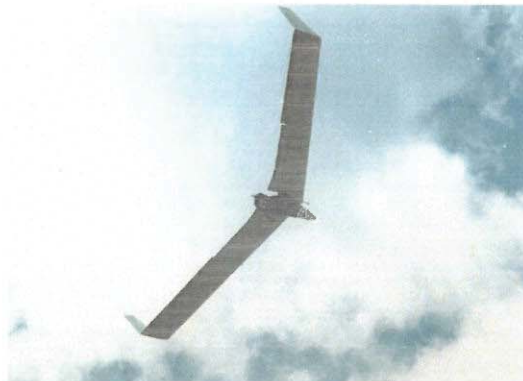
For the purposes of this Permit, approved Flight Craft includes the Hang Gliders and Paraglider as described and shown in the example photos (below), namely: -

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.



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## Annexure D

### Certificate of currency of public risk insurance





QBE INSURANCE (AUSTRALIA) LIMITED  
ABN 78 003 191 035

Aviation Victoria Branch  
Third Floor, 628 Bourke Street  
Melbourne VIC 3000

Telephone: (+613) 8602 9900  
Facsimile: (+613) 8602 9911

## CERTIFICATE OF CURRENCY

Policy Number: 03 I01 0050430

Insured: Hang Gliding Federation of Australia Inc.  
 Individual financial members of Hang Gliding Federation of Australia Inc., and/or member State Associations and/or member schools/clubs affiliated with HGFA including their Committee Members Directors, Officers, Employees Officials, and/or Volunteers acting within the scope of their duties in such capacity.  
 Any company who conducts training as a HGFA approved training facility provided that such training is the primary business activity each for their respective rights and interest.

Interested Party: The Cape Byron Trust, The Minister for the Environment, the Chief Executive of the Office of Environment and Heritage and the Crown in right of New South Wales.  
 Parks Victoria and the Secretary of the Department of Environment, Land, Water and Planning

Risk: HGFA Aviation Legal Liability

Location: Anywhere within the Commonwealth of Australia, its Territories, and New Zealand. Extended to include training in Bali subject to being provided by Australian qualified instructors and being conducted only under CFI supervision.

Period of Insurance: 31/03/18 at 1600 hrs to 31/06/18 at 1600 hrs

Policy Limits: Third Party Liability AUD20,000,000  
 Passenger Legal Liability AUD 500,000

Deductible: \$2,000 Property Damage Only

Date: 5 April 2018

Authorised Signatory:



For and on behalf of  
 QBE INSURANCE (AUSTRALIA) LIMITED - Aviation  
 ABN 78 003 191 035

**Important Notice:** This certificate is for information purposes only and is not intended to disclose all terms and conditions associated with this contract of insurance. Please refer to the full policy documentation for further information.

DS  
CS

**MINISTER'S ACKNOWLEDGEMENT**

**National Parks Act 1975**

Under section 21(2) of the *National Parks Act 1975*, I, Matthew Jackson (full name), as delegate of the Minister for Energy, Environment and Climate Change hereby consent to the terms, conditions, fees and charges in relation to this permit.

Signature

CEO - Chief Executive Officer  
Position