

## **Hang Gliding and Paragliding Permit**

**Parks Victoria**

and

**Permittee**

Sports Aviation Federation of Australia Limited  
ACN: 635 378 139

Victorian Hang Gliding and Paragliding Association Inc  
ABN: 29 852 506 455

## Contents

1.	Definitions .....	3
2.	Interpretation .....	5
3.	Manager .....	5
4.	Minister .....	6
5.	Permit .....	6
6.	Permit Fee .....	7
7.	Security Deposit .....	7
8.	Interest .....	7
9.	Use of Permit Area .....	8
10.	Equipment .....	9
11.	Waste management, cleaning and repair .....	9
12.	Compliance with Laws and directions .....	10
13.	Responsible Authority's rights .....	10
14.	Insurance .....	11
15.	Release .....	12
16.	Indemnity .....	12
17.	Breach of Permittee's obligations .....	13
18.	Immediate Termination of Permit .....	13
19.	Occupational health and safety and emergency evacuation .....	13
20.	Goods and Services Tax .....	14
21.	Miscellaneous provisions .....	15
21.1	Notices .....	15
21.2	Waiver or variation .....	15
21.3	Remedies cumulative .....	15
22.	Guarantor .....	16
23.	Native Title Act 1993 (Cth) .....	16
24.	<i>Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth)</i> .....	17
25.	Aboriginal Heritage Act 2006 (Vic) .....	17

26.	Environment Protection and Biodiversity Conservation Act 1999 (Cth) .....	18
27.	Minister's Consent .....	18
28.	Melbourne Water .....	18
29.	Privacy Legislation .....	19
30.	Disclosure and Freedom of Information .....	19
31.	Prohibited Gifts .....	19
	Schedule 1 .....	22
	Schedule 2 .....	24
	Annexure A .....	28
	Annexure B .....	29
	Annexure C .....	50

## 1. Definitions

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

**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;

**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 party named in item 4 of Schedule 1.

**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.

**Law** includes any Act, regulation, ordinance or statutory instrument, present or future, and the conditions of any licence or permit or similar instrument issued under a Law.

**Major Event** means an event that is occurring in or about the Park which the Responsible Authority, acting reasonably, determines is a major event.

**Manager** means the representative of the Crown to whom responsibility for the management of the Park and the Permit Area may at any time be given which as at the date of this Permit is the party named in item 2 of Schedule 1 and where it is consistent with the context includes the Manager's employees and agents.

**Minister** means the Minister of the Crown for the time being with responsibility for the Relevant Legislation or his or her authorised delegate and includes his or her successor in Law or such other Minister of the Crown or government authority to whom responsibility for this Permit may at any time be given.

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

- (d) *Occupational Health and Safety 2004 (Vic)*;
- (e) *Occupational Health and Safety Regulations 2017 (Vic)*;
- (f) *Dangerous Goods Act 1985 (Vic)*;
- (g) *Dangerous Goods (Storage and Handling) Interim Regulations 2011 (Vic)*; and



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

**Park** means the Park named in item 7 of Schedule 1 within which the Permit Area is located.

**Parks Victoria** means the public authority established under Part 2 of the *Parks Victoria Act 2018 (Vic)* and includes, where the context so admits, its authorised officers.

**Period of Trade** means the each period of time during the Permit Period and Times of Access that the Permittee's Business is open or trading.

**Permit** means this permit granted by the Responsible Authority to the Permittee.

**Permit Area** means the area described in item 8 of Schedule 1.

**Permit Fee** means the amount set out in item 12 of Schedule 1.

**Permit Period** means the period set out in item 11 of Schedule 1.

**Permitted Purpose** means the purpose set out in item 9 of Schedule 1.

**Permittee** means the person or persons named in item 3 of Schedule 1.

**Permittee's Business** means the business which the Permittee operates from or at the Permit Area.

**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.

**Personal Information** means personal information as defined in the *Privacy and Data Protection Act 2014 (Vic)*.

**Relevant Legislation** means the legislation specified in item 5 of Schedule 1.

**Responsible Authority** means the party named in item 1 of Schedule 1 and includes the Responsible Authority's successors and assigns and where it is consistent with the context includes the Responsible Authority's employees and agents.

**Review Date** means the date(s) if any specified in item 13 of Schedule 1.

**Security Deposit** means the amount (if any) set out in item 14 of Schedule 1.

**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.

**Times of Access** means the times of access set out in item 15 of Schedule 1.

## **2. Interpretation**

2.1 In this Permit, unless the contrary intention appears:

- 2.1.1 a reference to a Law includes amendments re-enactments or replacements occurring at any time before or after the date of this Permit;
- 2.1.2 a word or expression in the singular includes the plural and vice versa;
- 2.1.3 the word 'person' includes an individual and a corporation.

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

- 2.2.1 ensure the Permittee's Members and Agents not do that thing; and
- 2.2.2 not allow or cause any person to do that thing;

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.

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

2.5 If there is an inconsistency between a special condition in Schedule 1 and another provision of this Permit, the special condition prevails.

## **3. Manager**

Without limiting any other provision of this Permit, the Permittee covenants and agrees that where the Manager is not the Responsible Authority:

- 3.1 any right, power or authority vested in the Responsible Authority under this Permit shall be treated by the Permittee as a right, power and authority of the Manager; and
- 3.2 any lawful direction of the Manager must be complied with or otherwise treated as a direction of the Responsible Authority;
- 3.3 any requirement to comply with the Responsible Authority's emergency plan(s) for the Permit Area and the Park, shall extend to include the Manager's emergency plan(s) for the Permit Area and the Park; and
- 3.4 any requirement upon the Permittee to indemnify or release the Responsible Authority, or note the interests of the Responsible Authority on its public liability policy, shall extend to include the Manager and the Manager's officers, employees and agents, as if a reference to the Responsible Authority were a reference to the Manager.

#### 4. Minister

Without limiting any other provision of this Permit, where the Minister is not the Responsible Authority, any requirement upon the Permittee to indemnify or release the Responsible Authority, or note the interests of the Responsible Authority on its public liability policy, shall extend to include the Minister and the Minister's officers, employees and agents, as if a reference to the Responsible Authority were a reference to the Minister.

#### 5. Permit

5.1 The Responsible Authority grants the Permittee the right to use the Permit Area subject to:

- 5.1.1 the terms and conditions contained in this Permit;
- 5.1.2 all encumbrances affecting the Permit Area;
- 5.1.3 any reservations in this Permit;
- 5.1.4 the right of the Responsible Authority to:
  - (a) determine all areas of access to and egress from the Permit Area; and
  - (b) close access to the Permit Area and the Park in an emergency as may be necessary for the Responsible Authority to carry out its statutory functions;
  - (c) restrict or prevent access to the Park or the Permit Area for such time as the Responsible Authority considers necessary in connection with a Major Event;
  - (d) conduct, or authorise any other person to conduct works in or about the Permit Area or Park, which may be of a temporary or permanent nature carry out;
- 5.1.5 the rights of the public in relation to the Park and areas adjacent to the Permit Area;
- 5.1.6 the condition precedent that the Permittee complies with the obligations under clauses 6.1, 7.1, 14.1, 14.2 and 14.3; and
- 5.1.7 the provisions of the Relevant Legislation.

5.2 The Responsible Authority grants the Permittee the right to use in common with the Responsible Authority and other persons from time to time permitted by the Responsible Authority, those parts of the Park reasonably required by the Permittee for access to the Permit Area.

5.3 The Permittee acknowledges that power, water, sewerage and gas services are not provided or available at the Permit Area unless the Responsible Authority expressly confirms in writing that a specified service is available.

5.4 This Permit is personal to the Permittee and may not be assigned. Where the Permittee is a corporation, the Permittee must not effect a change in the control of the corporation, or a change in the holding of more than one-half of its issued share capital (either beneficially or otherwise) without the prior written consent of the Responsible Authority.

## **6. Permit Fee**

### **6.1 If the Permit Period:**

- 6.1.1 is 1 year or less, the Permit Fee is payable by the Permittee in full before the commencement of the Permit Period; and
- 6.1.2 is more than 1 year the Permit Fee is payable annually in advance before the commencement of the Permit Period and each anniversary of the commencement of the Permit Period.

### **6.2 The Permit Fee is subject to a review on each Review Date in accordance with the following formula:**

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

where:

A is the Permit Fee payable from the relevant Review Date;

B is the Permit Fee payable immediately prior to the relevant Review Date;

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

D is the CPI last published the quarter immediately before the preceding Review Date, or where there has not been a Review Date, the quarter immediately preceding the commencement of the Permit Period.

## **7. Security Deposit**

- 7.1 As security for the use of the Permit Area and performance of the Permittee's obligations under this Permit, the Permittee must pay the Security Deposit to the Responsible Authority before the commencement of the Permit Period.
- 7.2 The Responsible Authority may use the Security Deposit to make good the cost of remedying breaches of the Permittee's obligations under this Permit or to recover any loss that the Responsible Authority suffers from the Permittee's default.
- 7.3 If the Security Deposit, or any part of it, is used by the Responsible Authority under this clause then the Permittee must, within 14 days of written request, replace the Security Deposit, or that portion of it used.
- 7.4 The Responsible Authority will refund the unused part of the Security Deposit (if any) to the Permittee within 30 days of the expiry or earlier termination of this Permit.

## **8. Interest**

The Permittee must pay interest on any overdue monies payable to the Responsible Authority, at a daily rate equivalent to 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.

**9. Use of Permit Area**

- 9.1 The Permittee must only use the Permit Area for the Permitted Purpose.
- 9.2 The Permittee must maintain and observe and ensure that the Permittee's staff maintain and observe the highest standards of professionalism, hygiene, courtesy and efficiency in the conduct of the Permittee's Business and act so as to maintain and promote the Permittee's Business, and must comply with and observe the Responsible Authority's reasonable directions with a view to achieving those standards.
- 9.3 The Permittee shall have access to the Permit Area during the Times of Access throughout the Permit Period unless otherwise expressly provided in this Permit.
- 9.4 The Permittee must immediately notify the Responsible Authority if an accident or incident occurs on the Permit Area which results in injury or death of persons or environmental damage or pollution or damage to property.
- 9.5 The Permittee must not:
- 9.5.1 except in quantities necessary for the Permitted Purpose, bring on to the Permit Area any flammable, volatile or explosive oil or dangerous substance without the consent of the Responsible Authority;
  - 9.5.2 bring on to the Permit Area any alcoholic or intoxicating beverage or liquor;
  - 9.5.3 sell or provide in the Permit Area any goods or services which the Responsible Authority notifies the Permittee are considered inappropriate or unsuitable in the Responsible Authority's absolute discretion;
  - 9.5.4 play music or make any other sound or broadcast using sound equipment including radio and television that can be heard outside of any vehicle within the Permit Area or Park (unless otherwise agreed in writing by the Responsible Authority);
  - 9.5.5 do anything that is or may be dangerous, annoying or offensive or that may interfere with or be a nuisance to other persons using the Park;
  - 9.5.6 do anything which might affect any insurance policy relating to the Permit Area by causing it to become void or voidable or having any claim on it being rejected or by causing any premium payable by the Responsible Authority to be increased;
  - 9.5.7 make any structural or other alterations to, or otherwise interfere with or move, any services, fixtures, fittings or other improvements at the Permit Area (excluding the Permittee's own property) without the consent in writing of the Responsible Authority; or
  - 9.5.8 drive, move or park any vehicle on anything other than a roadways or designated parking area without the prior written consent of the Responsible Authority.
- 9.6 The Permittee must ensure that all employees, staff, agents, and contractors of the Permittee are competent and suitably qualified to perform their functions and roles.
- 9.7 The Permittee must take every reasonable precaution to prevent aboriginal cultural heritage items in the Park being damaged and immediately notify the Responsible Authority of the discovery of any aboriginal cultural heritage item.



## **10. Equipment**

- 10.1 The Permittee must not bring any equipment on to the Permit Area apart from the equipment specified at item 10 of Schedule 1 without the prior written consent of the Responsible Authority.
- 10.2 Any approved equipment must only be placed in the location within the Permit Area approved by the Responsible Authority from time to time.
- 10.3 Any approved equipment and other materials brought into the Permit Area or Park by the Permittee must be removed from the Permit Area and Park after each Period of Trade (unless otherwise agreed in writing by the Responsible Authority).
- 10.4 The Permittee must erect, operate and dismantle any equipment required for the Permitted Purpose at the Permit Area in a competent manner without negligence and without causing any nuisance.
- 10.5 The Permittee must ensure:
  - 10.5.1 that all electrical equipment brought into the Park by the Permittee has been tested and certified as safe by a qualified electrician and tagged accordingly;
  - 10.5.2 subject to clause 10.5.3, all power cables are covered with matting or similar material to prevent tripping or interference by people, or mounted overhead at least 3 metres above the higher of ground or floor level; and
  - 10.5.3 power cables located in places set aside for heavy vehicle entry or exit are mounted overhead at such greater height than is specified in clause 10.5.2 as is necessary for safety and otherwise in accordance with Australian Standards, laws or regulations.

## **11. Waste management, cleaning and repair**

- 11.1 The Permittee must keep the Permit Area and immediate surrounding parts of the Park tidy and free from rubbish that is caused by or incidental to the operation of the Permittee's Business.
- 11.2 The Permittee must provide an adequate number of appropriately designed rubbish bins at the Permit Area to service the needs of patrons of the Permittee's Business. The Permittee's bins and all collected rubbish must be removed from the Permit Area and Park after each Period of Trade. The Permittee must not dispose of refuse in any bins provided by the Responsible Authority within the Park for public use.
- 11.3 The Permittee must not dispose or permit to be disposed any waste water or other liquid, grease, decomposed substance or any poisonous, noxious or offensive matter into any channel, gutter, drain or sewer or onto any surface within the Park.
- 11.4 The Permittee must promptly repair any damage to the Permit Area or to 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.
- 11.5 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 Responsible Authority may carry out the repairs and the Permittee must repay the cost of such repairs to the Responsible Authority on demand.

## **12. Compliance with Laws and directions**

- 12.1 The Permittee must comply with all Laws, including Occupational Health and Safety Laws, and codes of practice, concerning the Permit Area and the use of the Permit Area.
- 12.2 The Permittee must obtain the prior written consent of the Responsible Authority before applying for any licence, permit or consent (including liquor licences or BYO permits) for the Permit Area.
- 12.3 Subject to clause 12.2, 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 at its own expense comply on time with any lawful conditions of such permits, licences, approvals, consents, authorities. The Permittee must provide the Responsible Authority with a copy of any consent or permit upon request and must immediately notify the Responsible Authority of any suspension, cancellation or revocation of any consent or permit.
- 12.4 If the Responsible Authority consents to the Permittee's application for any licence, permit or consent under the *Liquor Control Reform Act 1998* (Vic), the Permittee must comply with all requirements of the Responsible Authority including signing any future agreement containing additional covenants on the part of the Permittee to be performed and observed.
- 12.5 The Permittee must promptly give the Responsible Authority a copy of any summons, conviction or notification given under any Law concerning the Permitted Purpose.
- 12.6 The Permittee must comply with all reasonable requests or directions given by the Responsible Authority in relation to the management, safety, care or cleanliness of the Permit Area or Park or users of the Permit Area or Park including the provision of any information or documentation reasonably requested and must meet with the Responsible Authority upon request including to discuss emergency management arrangements.

## **13. Responsible Authority's rights**

- 13.1 The Permittee acknowledges and agrees that the Responsible Authority may at any time during the Permit Period do any works or things at or on any part of the Park, including closing or restricting access to the Park or Permit Area, in connection with a Major Event or that it is required to do:
- 13.1.1 by law;
  - 13.1.2 to ensure the Permittee's obligations are performed or carried out, after due notice to the Permittee as provided in this Permit;
  - 13.1.3 to protect the Park, or services, fixtures, fittings or other improvements within the Park from damage or destruction or to protect the integrity of water supplies or water supply assets;
  - 13.1.4 to protect public safety including by closing the Park on a day of very high, severe, extreme or code red (catastrophic) fire danger rating; or
  - 13.1.5 because of an emergency,

and the Permittee shall not be entitled to any claim for compensation or damages for loss suffered as a result of any such closure, restriction of access or works.



- 13.2 Without limiting any other provision of this Permit, the Permittee acknowledges and agrees that the Responsible Authority may enter the Permit Area at any time for the purpose of checking whether the Permittee's obligations are being performed and to check the condition of the Permit Area.

#### **14. Insurance**

- 14.1 The Permittee must effect and maintain throughout the Permit Period with an insurer approved by the Responsible Authority, 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:

- 14.1.1 a public, and if relevant, products liability insurance policy for not less than the amount stated in item 16 of Schedule 1 (or any greater amount required by the Responsible Authority) (**Policy**) 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; and

- 14.1.2 a workers' compensation policy (if required by law) 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; and/or
- (b) at common law.

- 14.2 The Permittee must effect and maintain the Policy noting the interests of the Responsible Authority.

- 14.3 The Permittee must provide the Responsible Authority with:

- 14.3.1 a certificate of currency for the Policy which clearly confirms the requirements of clauses 14.1 and 14.2 have been complied with:

- (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 Responsible Authority;

- 14.3.2 evidence of confirmation of registration with the Victorian WorkCover Authority upon request by the Responsible Authority; and

- 14.3.3 a copy of the Policy upon request by the Responsible Authority.

- 14.4 The Permittee must promptly notify the Responsible Authority if:

- 14.4.1 an event occurs at the Permit Area which may give rise to a claim under or prejudice the Policy; or

- 14.4.2 the Policy is cancelled.

- 14.5 The Permittee must not do anything or allow anything to be done which may:
- 14.5.1 prejudice any insurance held in connection with the Permit Area; or
  - 14.5.2 increase the premium payable for any insurance held in connection with the Permit Area.
- 14.6 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.

## **15. Release**

- 15.1 The Permittee agrees that it:
- 15.1.1 has not relied upon any representation by or on behalf of the Responsible Authority concerning the Permit Area or its use;
  - 15.1.2 is aware of all laws and legal requirements in relation to the Permit Area and the Permitted Purpose;
  - 15.1.3 occupies and uses the Permit Area at its own risk; and
  - 15.1.4 has inspected the Permit Area and is of the opinion that the Permit Area is safe and suitable for the activities of the Permittee.
- 15.2 The Permittee releases the Responsible Authority and the Responsible Authority's officers, employees and agents from:
- 15.2.1 all claims and demands resulting from any accident, damage, death or injury occurring at the Permit Area or any other area used by the Permittee or the Permittee's Members and Agents in connection with this Permit; and
  - 15.2.2 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 any other area used by the Permittee or the Permittee's Members and Agents in connection with this Permit, except to the extent caused or contributed to by the negligence of the Responsible Authority or the Responsible Authority's officers, employees or agents.

## **16. Indemnity**

- 16.1 The Permittee indemnifies and agrees to keep indemnified the Responsible Authority and the Responsible Authority's officers, employees and agents against all actions, claims, demands, losses, damages, costs and expenses (whether direct or consequential) suffered or incurred by the Responsible Authority and the Responsible Authority's officers, employees and agents or for which the Responsible Authority or the Responsible Authority's officers, employees and agents are or may be or become liable concerning:
- 16.1.1 the default of the Permittee or the Permittee's Members and Agents under this Permit;

16.1.2 the Permittee's or the Permittee's Members and Agents use of the Permit Area or any other area used by the Permittee or the Permittee's Members and Agents in connection with this Permit; or

16.1.3 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 Responsible Authority or the Responsible Authority's officers, employees or agents.

16.2 Each indemnity in this Permit is a continuing obligation, separate and independent from the other obligations of the Permittee and survives expiry or termination of this Permit.

## **17. Breach of Permittee's obligations**

17.1 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.

17.2 The Permittee must pay or reimburse the Responsible Authority on request all reasonable costs incurred or payable by the Responsible Authority as a result of any breach of this Permit by the Permittee.

17.3 In the event of any breach of the Permittee's obligations, except in an emergency, the Responsible Authority 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 Responsible Authority may do any one or more of the following:

17.3.1 exclude the Permittee from the Permit Area;

17.3.2 end this Permit and any Permit Fee paid by the Permittee will be forfeited;

17.3.3 recover from the Permittee any loss the Responsible Authority suffers due to the Permittee's breach; or

17.3.4 exercise any of the Responsible Authority's other legal rights.

## **18. Immediate Termination of Permit**

Where there is evidence of unruly behaviour, an emergency or a risk to any persons in or about the Permit Area associated with the Permittee's Business, or if the Permittee is in breach of clause 14, the Responsible Authority may terminate the Permit immediately by written notice to the Permittee and any Permit Fee paid by the Permittee will be forfeited.

## **19. Occupational health and safety and emergency evacuation**

19.1 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 Responsible Authority cannot at law contract out of its obligations with respect to occupational health and safety).

19.2 The Permittee must, in relation to the Permit Area:

- 19.2.1 comply with, all Occupational Health and Safety Laws and any applicable Australian Standards;
  - 19.2.2 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;
  - 19.2.3 without limiting clause 19.2.1, 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 Permitted Purpose;
  - 19.2.4 develop and implement an occupational health and safety plan and ensure that a copy is available for inspection by every person to whom such plan is relevant;
  - 19.2.5 develop and implement an emergency evacuation and management plan for the operation of the Permitted Purpose; and
  - 19.2.6 as soon as practicable notify the Responsible Authority 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).
- 19.3 The Permittee must ensure that at all times its occupational health and safety plan:
- 19.3.1 complies with Australian Standard AS/NZ 4804-2001 (or other similar substitute standard);
  - 19.3.2 includes the Permittee's occupational health and safety policy;
  - 19.3.3 identifies the obligations of the Permittee's under the Occupational Health and Safety Laws;
  - 19.3.4 describes the practices that will be employed to secure the health, safety and welfare of persons at work; and
  - 19.3.5 identifies measures to eliminate risks to the health, safety and welfare of persons at work.
- 19.4 The Permittee must comply with the Responsible Authority's emergency plan(s) for the Permit Area and the Park and ensure that the Permittee's emergency evacuation and management plan and occupational health and safety plan does not conflict with the Responsible Authority's plan.
- 19.5 The Permittee must comply with all directions of the Responsible Authority in an emergency, even if such direction contradicts the Permittee's emergency evacuation and management plan.
- 19.6 The Permittee must on a day of very high, severe, extreme or code red (catastrophic) fire danger rating applicable to the Park or otherwise as directed by the Responsible Authority immediately leave the Permit Area and Park without delay.

## **20. Goods and Services Tax**

- 20.1 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.

- 20.2 Subject to clause 20.4, 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.
- 20.3 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.
- 20.4 A party's right to payment under clause 20.2 is subject to a Tax Invoice being delivered to the party liable to pay for the Taxable Supply.

## **21. Miscellaneous provisions**

### **21.1 Notices**

21.1.1 Any notice, approval or consent required to be served or given under this Permit:

- (a) may be signed by a party, one of its officers, its attorney, its solicitors or duly appointed agent;
- (b) must be in writing; and
- (c) must be sent by pre-paid post or by hand delivery,

to the party at the last known address of that party or to that party's address as set out in this Permit or such other address as is notified in writing by that party to the other party from time to time.

21.1.2 A notice, approval or consent is taken to be received:

- (a) in the case of a posted notice, on the third business day after posting; and
- (b) if delivered personally, upon delivery or, if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

### **21.2 Waiver or variation**

A provision of or a right created under this Permit may not be waived or varied except in writing signed by the party to be bound.

### **21.3 Remedies cumulative**

The rights, powers and remedies provided in this Permit are cumulative and not exclusive of the rights, powers or remedies provided by law independently of this Permit.



## **22. Guarantor**

- 22.1 In consideration of the Responsible Authority entering into this Permit with the Permittee at the Guarantor's request, the Guarantor:
- 22.1.1 guarantees that the Permittee will perform all its obligations under this Permit;
  - 22.1.2 must pay the Responsible Authority on demand any money owing to the Responsible Authority by the Permittee; and
  - 22.1.3 indemnifies the Responsible Authority against all loss resulting from the Responsible Authority having entered into this Permit, whether from the Permittee's breach of any provision of this Permit, or from this Permit being or becoming unenforceable against the Permittee.
- 22.2 The Guarantor's liability will not be affected by:
- 22.2.1 the Responsible Authority granting the Permittee or any Guarantor any time or other indulgence;
  - 22.2.2 the Responsible Authority agreeing not to sue the Permittee or any Guarantor; and
  - 22.2.3 any variation of this Permit.
- 22.3 The Guarantor agrees:
- 22.3.1 not to seek to recover any money from the Permittee by way of reimbursement for payments made by the Guarantor to the Responsible Authority until the Responsible Authority has been paid in full;
  - 22.3.2 not to prove in the bankruptcy or winding up of the Permittee for any amount which the Responsible Authority has demanded from the Guarantor until the Responsible Authority has been paid in full; and
  - 22.3.3 to pay the Responsible Authority any money which the Responsible Authority is required to refund to the Permittee's liquidator or trustee in bankruptcy as preferential payments received from the Permittee.

## **23. Native Title Act 1993 (Cth)**

- 23.1 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 Responsible Authority 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.
- 23.2 If the Permittee fails to comply with clause 23.1, the Responsible Authority shall not in any way be deemed to have authorised such failure to comply and the Permittee shall indemnify the Responsible Authority against any claim made against or compensation sought from the Responsible Authority as a result of the Permittee's failure to comply.
- 23.3 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 Responsible Authority 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 licence is affected or prejudiced as a result of that notification or claim.

**24. *Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth)***

- 24.1 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.
- 24.2 In the event that a declaration is made under the ATSIHPA, the Responsible Authority 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 licence is affected or prejudiced as a result of that declaration.
- 24.3 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 Responsible Authority 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.
- 24.4 If the Permittee fails to comply with any requirement under the ATSIHPA in relation to the Permit Area or the Park, the Responsible Authority shall not in any way be deemed to have authorised such failure to comply and the Permittee shall indemnify the Responsible Authority against any action taken or claim made against the Responsible Authority as a result of the Permittee's failure to comply.

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

- 25.1 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 Responsible Authority.
- 25.2 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 Responsible Authority 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.
- 25.3 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 Responsible Authority and to such persons as are required under sections 17 and 24 of the AHA as soon as the identification or discovery is made.



**26. Environment Protection and Biodiversity Conservation Act 1999 (Cth)**

- 26.1 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 Responsible Authority 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.
- 26.2 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.
- 26.3 If the Permittee fails to comply with clauses 26.1 and 26.2, the Responsible Authority shall not in any way be deemed to have authorised or assisted such failure to comply regardless of any action taken by the Responsible Authority and the Permittee shall indemnify the Responsible Authority against any claim made against or compensation sought from the Responsible Authority as a result of the Permittee's failure to comply.
- 26.4 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 Responsible Authority 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 licence is affected or prejudiced as a consequence.

**27. Minister's Consent**

- 27.1 This clause 27 will only apply where the Relevant Legislation is section 17B(1) of the *Crown Land (Reserves) Act 1978*.
- 27.2 The Permittee acknowledges and agrees that:
- 27.2.1 under the provisions of the Relevant Legislation the consent of the Minister to this Permit is required;
  - 27.2.2 this Permit shall be conditional upon the consent of the Minister being obtained by the Responsible Authority; and
  - 27.2.3 if the Minister's consent is not granted, the Responsible Authority may at any time before the Minister's consent is granted, immediately terminate this Permit by notice to the Permittee. In that event, the Permit Fee must be refunded.

**28. Melbourne Water**

- 28.1 In this clause Melbourne Water means Melbourne Water Corporation in its capacity as landlord under the lease between Parks Victoria and Melbourne Water Corporation dated 1 January 2009 (*Lease*) which expires on 31 December 2018, and where the context so admits, its authorised officers.
- 28.2 This clause 28 will only apply where the Permit Area is within the area leased or licensed by the Responsible Authority pursuant to the Lease.
- 28.3 Despite any other provision of this Permit, the Permittee must not install any signage without the prior approval of Melbourne Water, as this is a requirement of the Lease.

- 28.4 Melbourne Water shall be entitled to exercise the rights of the Responsible Authority set out in clause 13.
- 28.5 Without limiting any other provision of this Permit, any requirement upon the Permittee to indemnify or release the Responsible Authority, or note the interests of the Responsible Authority on its public liability policy, shall extend to include Melbourne Water and its officers, employees and agents, as if a reference to the Responsible Authority were a reference to Melbourne Water.

## **29. Privacy Legislation**

The Permittee acknowledges that the Personal Information (if any) of the Permittee may be:

- 29.1 collected for the purposes of entering into and administering this Permit; and
- 29.2 may be disclosed to the following:
- 29.2.1 the Auditor-General if the Responsible Authority is audited pursuant to any requirement of any Act of Parliament or regulation or authority;
  - 29.2.2 any local authority or other relevant authority in order to update their records as to occupation of the Permit Area;
  - 29.2.3 the Responsible Authority's legal advisors, financial consultants or consultants in relation to reviewing the Permittee's performance under this Permit or providing advice in relation to this Permit;
  - 29.2.4 any third party as required by any Act of Parliament or regulation; and
  - 29.2.5 any other third party with the Permittee's consent.

## **30. Disclosure and Freedom of Information**

Despite any provision in this Permit to the contrary, the Permittee acknowledges and agrees that:

- 30.1 the Responsible Authority retains the right to publish this Permit (in whole or in part), subject to information deemed by the Responsible Authority to be commercial-in-confidence, on its website or other online medium accessible by the general public; and
- 30.2 any information passed between the parties, may be required to be released by the Responsible Authority under the *Freedom of Information Act 1982* (Vic) or to satisfy the disclosure requirements of the Victorian Auditor-General, the Victorian Government or the Commonwealth Government (Public Disclosure Obligations); and
- 30.3 it must, at its own cost and expense, use its best endeavours to assist the Responsible Authority in meeting its Public Disclosure Obligations.

## **31. Prohibited Gifts**

The Permittee warrants that neither it nor the Permittee's Members and Agents:

- 31.1 has offered an inducement, gift or other benefit (directly or indirectly) to any officer or employee of the Responsible Authority; or
- 31.2 will offer an inducement, gift or other benefit (directly or indirectly) to any officer or employee of the Responsible Authority.

*MLC*

## Signing page

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

Signature of Witness

Emanuela Grossi

Name of Witness

18 August 2021

Date

Signature of authorised officer

Matthew Jackson

Name of authorised officer

Chief Executive Officer

Position of authorised officer

EXECUTED by Sports Aviation Federation of Australia Ltd, ACN 635-378-139, in accordance with Section 127 of the *Corporations Act 2001* in the presence of

Signature of Director

W. MARK PIKE

Name of Director

Signature of Director/company secretary

MARK ROSSI

Name of Director/company secretary

Executed by Victorian Hang Gliding and Paragliding Association Inc, ABN: 29 852 506 455, in accordance with section 38 of the *Associations Incorporation Reform Act 2012* (Vic):

Signature of Committee Member/Secretary

LUCY SNOWDEN

Print Full name

Signature of Committee Member

NICHOLAS ABICARE

Print Full name

myl

## Schedule 1

1. **Responsible Authority:** Parks Victoria of Level 10, 535 Bourke Street, Melbourne, VIC 3000
2. **Manager:**  
**Contact person:** Senior Manager Commercial Compliance  
**Address:** Parks Victoria of Level 10, 535 Bourke Street, Melbourne, Vic, 3000  
**Ph:** 13 19 63
3. **Permittee:**  
**Name:** Sports Aviation Federation of Australia Ltd, ACN 635 378 139  
**Contact person:** Brett Coupland  
**Address:** 21 / 54 Commercial Place, Keilor East, Vic 3033  
**Ph:** (03) 9336 7155  
**Fax:** (03) 9336 7177  
  
**Name:** Victorian Hang Gliding and Paragliding Association Inc, ABN: 29 852 506 455  
**Contact person:** Rob van der Klooster  
**Address:** PO Box 157 Northcote VIC 3070  
**Ph:** 0408 335 559  
**Fax:** Not applicable
4. **Guarantor:** Not Applicable
5. **Relevant Legislation:** Section 21(1AA) *National Parks Act 1975*
6. **Purpose of Reservation:** Not applicable
7. **Park:** Those Parks listed in Annexure A
8. **Permit Area:** Those areas listed in Annexure B
9. **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 special condition 1 in each site in Annexure B.
10. **Equipment:** Not applicable
11. **Permit Period:** 3 years from 1 August 2021
12. **Permit Fee:** \$104 Inclusive of GST
13. **Review Date:** Each anniversary of the commencement of the Permit Period where the Permit

- Period is greater than one year
14. **Security Deposit:** An amount equal to 6 months' Permit Fee plus GST
15. **Times of Access:** Sunrise to sunset or as otherwise determined by the Manager
16. **Public Liability Insurance:** Twenty million dollars (\$20,000,000.00)
17. **Special Conditions** See Schedule 2

---

## Schedule 2

### 1 Definitions

- 1.1 **Approved Pilots** means any pilot holding an appropriate pilot certificate who is a member of the SAFA and responsible for the operation and safety of a hang glider/paraglider or during flight or operating an aircraft with the owners' permission.
- 1.2 **Flight Craft** means the hang gliders and paragliders as described and shown in Annexure C which are administered by the SAFA and comply with the definition of aircraft in the operations manual of the SAFA.
- 1.3 **Operational Parks Victoria Contact** means the nominated Parks Victoria contact person for each site, as listed in Annexure A.
- 1.4 **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.
- 1.5 **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.
- 1.6 **Hang Glider** means a glider that has a maximum empty weight of less than 70 kilograms and some rigid structure.
- 1.7 **Paraglider** means a glider that has an empty weight less than 70 kilograms and has a wing that is inflated and maintains its profile in flight due to the ram-air pressure of the air through which it moves.
- 1.8 **SAFA** means the Sports Aviation Federation of Australia.
- 1.9 **VHPA** means the Victorian Hang Gliding and Paragliding Association.

### 2 Use and Maintenance of the Permit Areas

- 2.1 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.
- 2.2 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.
- 2.3 The Permittee must:
- 2.3.1 ensure that all hang gliding and paragliding participants are Approved Pilots or student pilots under instruction;
  - 2.3.2 determine the appropriate competency level for each site described in Annexure B;
  - 2.3.3 ensure that all members have the demonstrated competency levels as determined and



certified with the SAFA and as required under relevant law; and

- 2.3.4 ensure that no Passengers are permitted to use the Flight Craft at any time.
- 2.3.5 ensure the activity for hang gliding and para gliding does not cause significant conflict with other park uses and values (including environmental values) and other recreational or commercial users;
- 2.4 The Permittee must comply with the site-specific obligations set out in Annexure B.
- 2.5 The Permittee must not use the Permit Area as a residence or allow anyone to sleep at the Permit Area.
- 2.6 Exclusive use of hang gliding and paragliding sites by specific groups or individuals will not be granted.
- 2.7 The Permittee acknowledges and agrees that:
  - 2.7.1 the Responsible Authority does not warrant that the Permit Area is suitable for the Permitted Purpose; and
  - 2.7.2 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.
  - 2.7.3 The Permittee must not bring into the Permit Area any introduced plant material including planting or propagating lawn, trees or shrubs.

### **3 Signage and Barriers**

- 3.1 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.
- 3.2 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.
- 3.3 The Permittee must erect and maintain signage and barriers at launch and landing sites to prevent access to danger areas and to prevent access to constructed launch ramps when not in use;
- 3.4 The Permittee must use all reasonable endeavours to ensure that all pilots launching from the Permit Area are members of and are certified by SAFA, including but not limited to agreed on-site signage and other communication to members consistent with the requirements of this Permit.

### **4 Safety**

- 4.1 The Permittee must use all reasonable endeavours to ensure the safety of users of the Permit Area, associated built assets and access including other park or reserve users.
- 4.2 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.

- 4.3 If in the opinion of the Responsible Authority, the Permit Area is unsafe for the Permitted Purpose, the Responsible Authority 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.

## **5 Toilet and waste management**

- 5.1 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.

## **6 Commercial Activities, Competitions and Events**

- 6.1 The Permittee is not permitted to use the Permit Area for competitions or hang gliding/paragliding 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.

## **7 Closure of Permit Area**

- 7.1 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.

## **8 Access to Permit Area**

- 8.1 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.

## **9 Other Landowners and Land Managers**

- 9.1 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.

## **10 Compliance with Aviation Laws and Regulations**

- 10.1 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: -

- 10.1.1 SAFA Operations Manual
- 10.1.2 Directions, policies and guidelines issued by SAFA from time to time,
- 10.1.3 CASA Regulations, Standards, Advisory Publications and laws,
- 10.1.4 *Civil Aviation Act 1988 (Cth)*, Civil Aviation Orders and Civil Aviation Regulations.

## **11 Works**

- 11.1 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.

11.2 The Permittee must also ensure that the Works are completed promptly and in accordance with any timeframes determined by the Manager.

11.3 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.

11.4 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.

## **12 Breach of Special Conditions**

12.1 Without limiting special condition 9, the Responsible Authority may terminate this permit for breach of any of the special condition by notice to the Permittee at any time without payment of compensation.

## **13 Counterpart**

13.1 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.

## **14 Delegation of Responsibility**

14.1 The Permittee may delegate responsibility for the maintenance of any Sites to a local hang gliding or paragliding club which is affiliated with SAFA and is covered by the certificate of currency.

14.2 At the commencement of the Permit, the delegated clubs are per Annexure A. If any delegated club ceases to be affiliated with SAFA during the term of the Permit, the Permittee must delegate maintenance of the relevant Site to a suitable, alternative club which is affiliated with SAFA and advise the Responsible Authority of the change within 5 business days.

14.3 Despite any delegations made under this clause, the Permittee remains responsible for all maintenance and other obligations imposed by this Permit and is not released from any indemnity or liability under this Permit or at law.

## **15 Other Covenants**

15.1 The permittee must ensure that all hang gliding and paragliding participants are:

15.1.1 members of SAFA and have the demonstrated competency levels as determined and certified with SAFA;

15.1.2 have current Sports Aviation Federation of Australia membership and are certified to the minimum pilot rating determined by the VHPA as being necessary for the safe use of the particular site.

# Annexure A

## Site Summary

See attached

Site Name	Park	Operational Parks Victoria Contact	Hours of Use	Permitted Activity
Bishops Rock	Discovery Bay Coastal Park	Area Chief Ranger, Glenelg	Sunrise to sunset	Both landing and launching permitted
Discovery Bay	Discovery Bay Coastal Park	Area Chief Ranger, Glenelg	Sunrise to sunset	Only launching permitted
Cape Bridgewater	Discovery Bay Coastal Park	Area Chief Ranger, Glenelg	Sunrise to sunset	Only launching permitted
Murrels Beach	Discovery Bay Coastal Park	Area Chief Ranger, Glenelg	Sunrise to sunset	Only launching permitted
Cape Liptrap	Cape Liptrap Coastal Park	Area Chief Ranger, South Gippsland and Bass	Sunrise to sunset	Both landing and launching permitted
Flaxmans Hill	Bay of Islands Coastal Park	Area Chief Ranger, Shipwreck Coast and Hinterland	Sunrise to sunset	Both landing and launching permitted
Johanna Beach	Great Otways National Park	Area Chief Ranger, Colac-Otway	Sunrise to sunset	Both landing and launching permitted
Jarosite (Jan Juc)	Great Otway National Park	Area Chief Ranger, Surf Coast	sunrise to sunset	Only launching permitted
Southside (Jan Juc)	Great Otway National Park	Area Chief Ranger, Surf Coast	sunrise to sunset	Both landing and launching permitted
Spion Kopp-Moggs Creek	Great Otway National Park	Area Chief Ranger, Surf Coast	sunrise to sunset	Only launching permitted
Mt Buffalo	Mount Buffalo National Park	Area Chief Ranger, Ovens	sunrise to sunset	Only launching permitted
Mount Dandenong- Burkes Lookout	Dandenong Ranges National Park	Area Chief Ranger, Dandenong Ranges	Sunrise to sunset	Only launching permitted
Mt Donna Buang - Ben Cairn	Yarra Ranges National Park	Area Chief Ranger, Yarra Ranges	Sunrise to sunset	Only launching permitted
Portsea Surf Beach (London Bridge)	Mornington Peninsula National Park	Area Chief Ranger, Southern Peninsula	Sunrise to sunset	Both landing and launching permitted
Flinders Ocean Beach (The Bowl)	Mornington Peninsula National Park	Area Chief Ranger, Southern Peninsula	Sunrise to sunset	Only launching permitted
Cairns Bay (Tea Tree Creek)	Mornington Peninsula National Park	Area Chief Ranger, Southern Peninsula	Sunrise to sunset	Both landing and launching permitted
Tawonga Gap	Tawonga Gap Scenic Reserve	Area Chief Ranger, Ovens	Sunrise to sunset	Only launching permitted
Reeds Lookout	Mount Buffalo National Park	Area Chief Ranger, Ovens	Sunrise to sunset	Only launching permitted



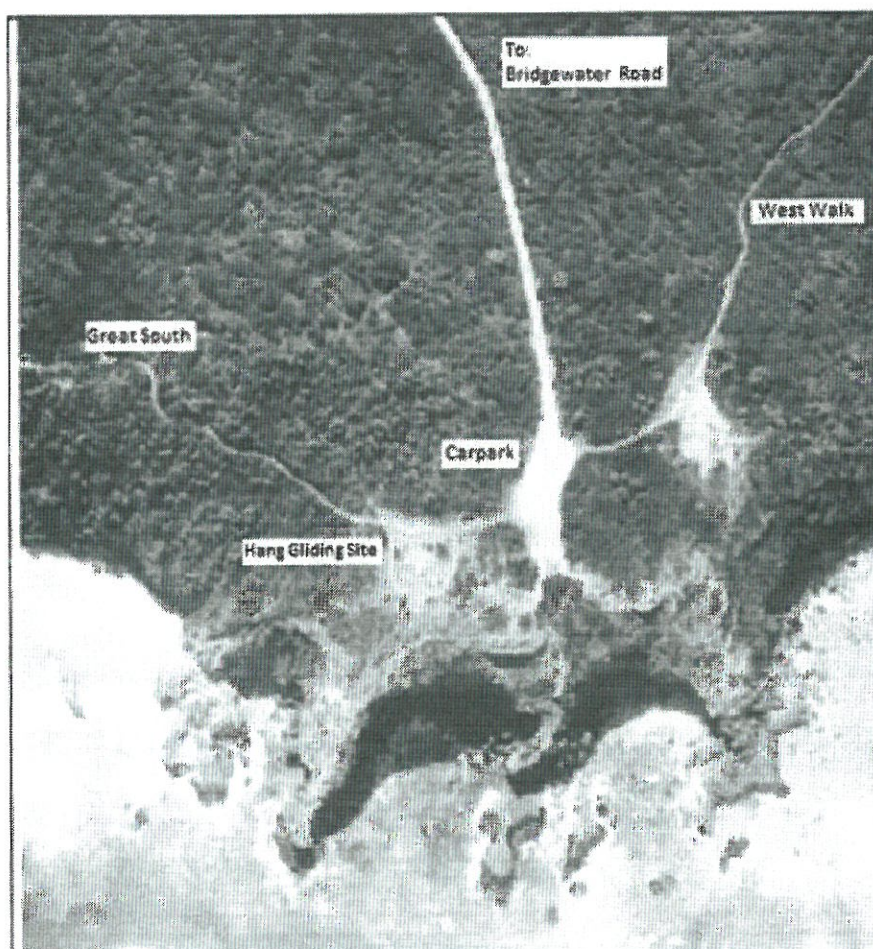
## Annexure B

### SITE PLANS, PROFILES AND MAINTENANCE REQUIREMENTS

The site specific conditions identified in Annexure B are considered in addition to any requirement identified in the general and special conditions.

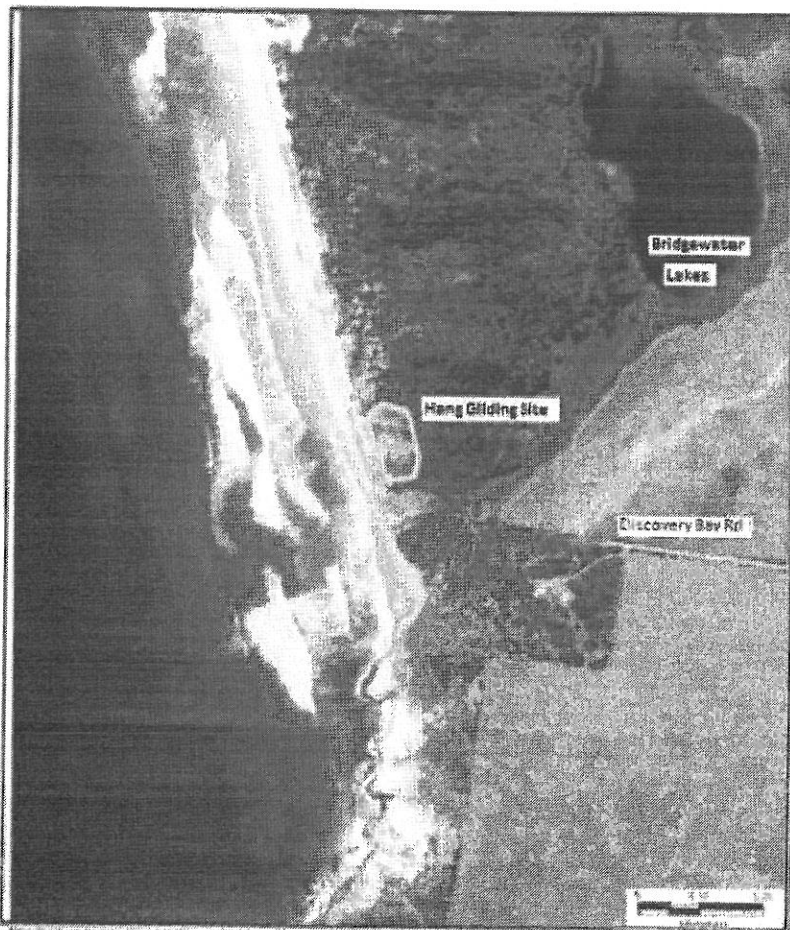
#### 1. Bishops Rock - Discovery Bay Coastal Park

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



## 2. Discovery Bay – Discovery Bay Coastal Park

<b>Party Nominated by SAFA 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>	Launching Only
<b>Launch Type</b>	Natural ground ramp
<b>VHPA Site Rating</b>	Novice



1952年11月11日

[illegible]

Sign In/Sign Out

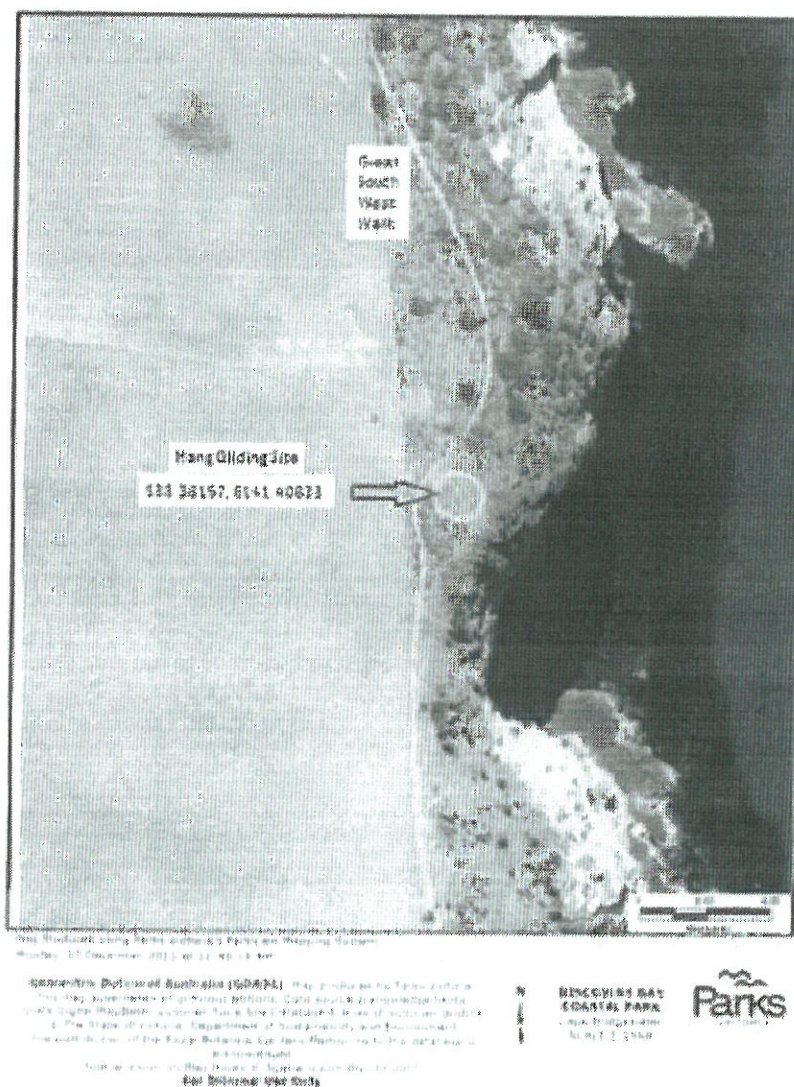
地址: 上海南京路 100 号  
 电话: 021-2311 1111  
 邮编: 200001





### 3. Cape Bridgewater – Discovery Bay Coastal Park

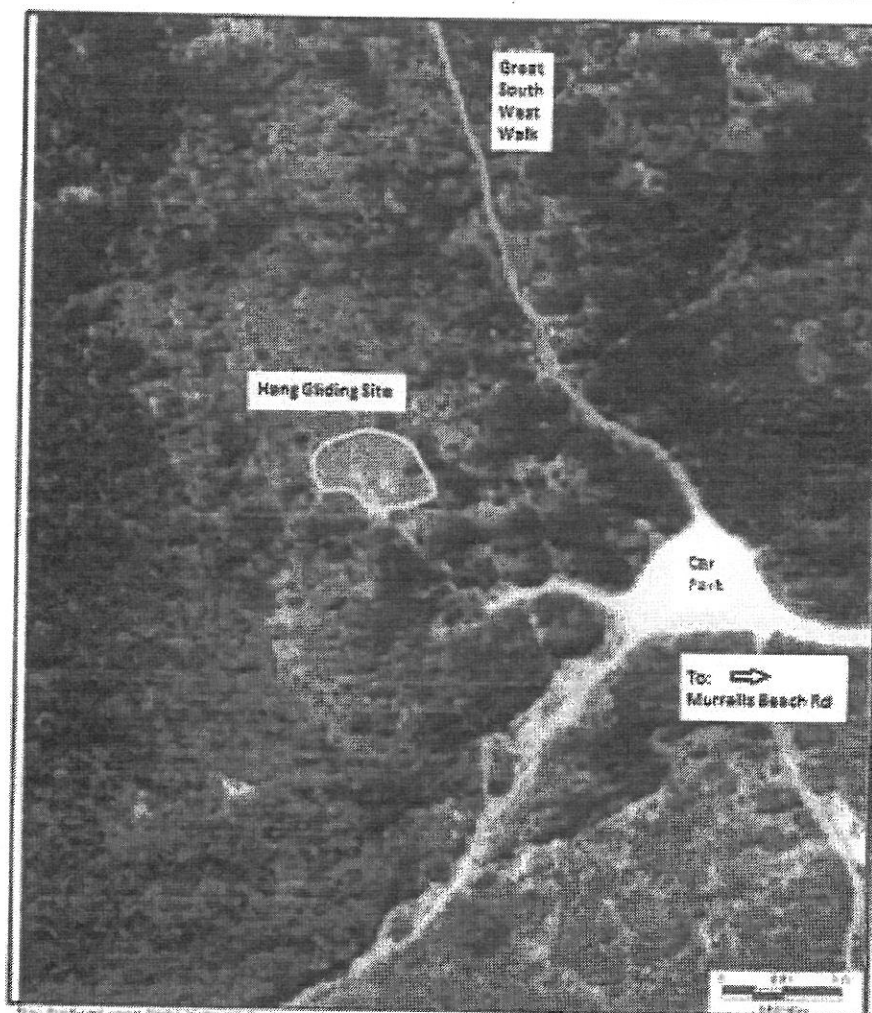
Party Nominated by SAFA as Responsible for Site Maintenance	Dynasoarers Hang Gliding Club 44 Tanner Street, Breakwater Vic 3219
Operational Parks Victoria Contact	Area Chief Ranger, Glenelg
Site Description	Grassy coastal cliffs, on track to seal colony, 50m past seat, 200m before highest point
Landing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





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

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



Map produced using Parks Victoria's Mapping System  
Version: 17 December 2012 of 11/01/2012

**Geographic Names of Australia (GNAS)** Area produced by Parks Victoria  
This map is a derivative of the GNAS data. It is not a legal document. It is for information only.  
The GNAS data is the property of the Commonwealth of Australia. It is not to be used for any other purpose without the permission of the Commonwealth of Australia.  
Parks Victoria is not responsible for any errors or omissions in this map.

**DISCOVERY BAY COASTAL PARK**  
Murrells Beach  
Tel: 03 520 1000

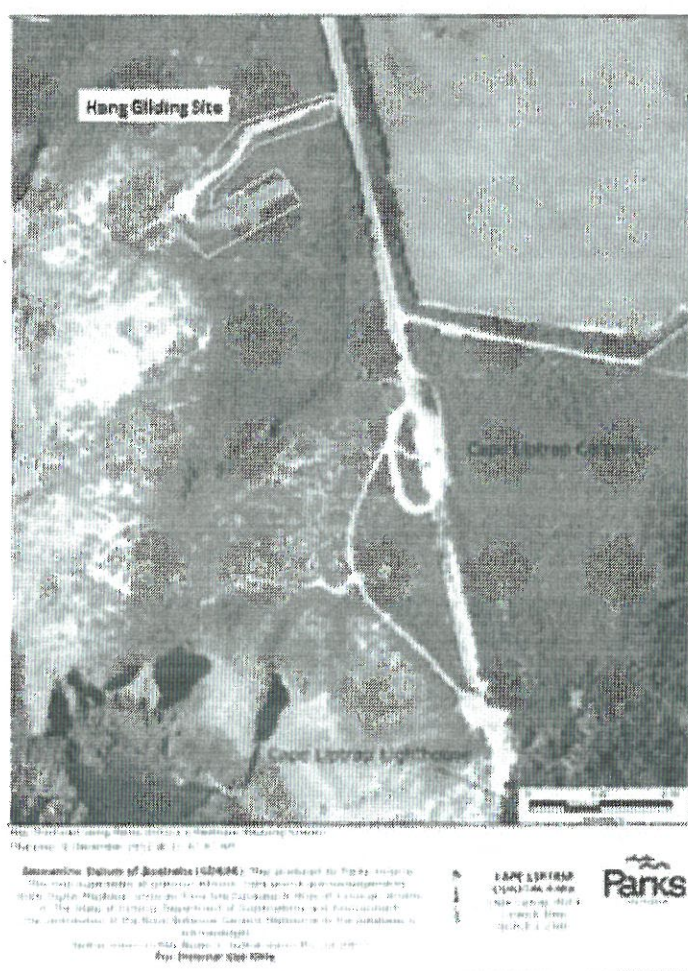
**Parks**  
VICTORIA

#### 5. Cape Liptrap – Cape Liptrap Coastal Park

<b>Party Nominated by SAFA 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

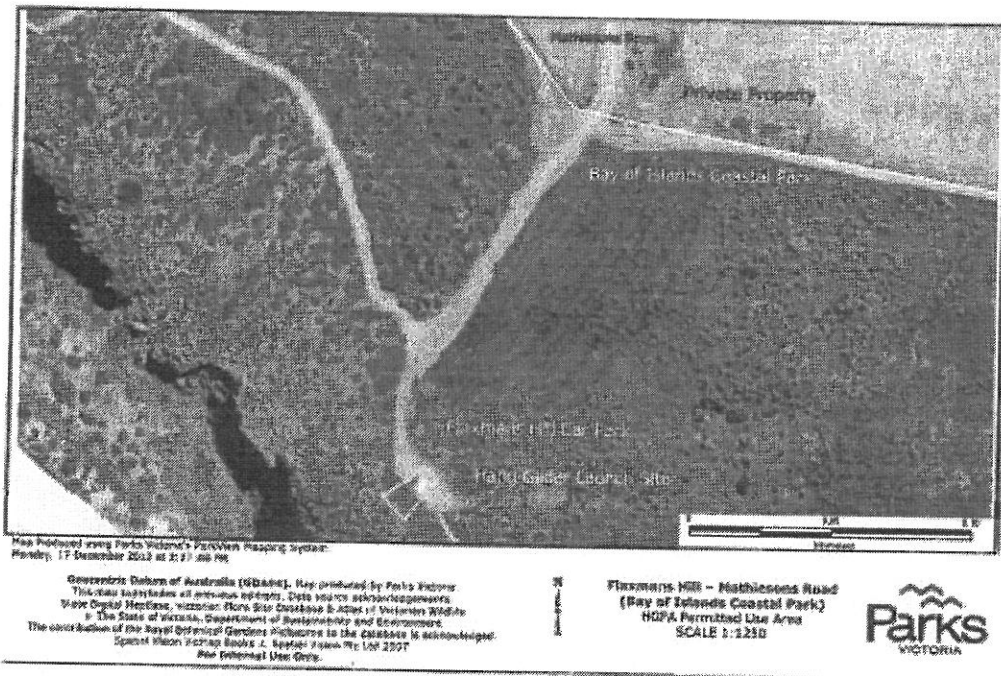
**Site Specific Condition:**

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



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

<b>Party Nominated by SAFA 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



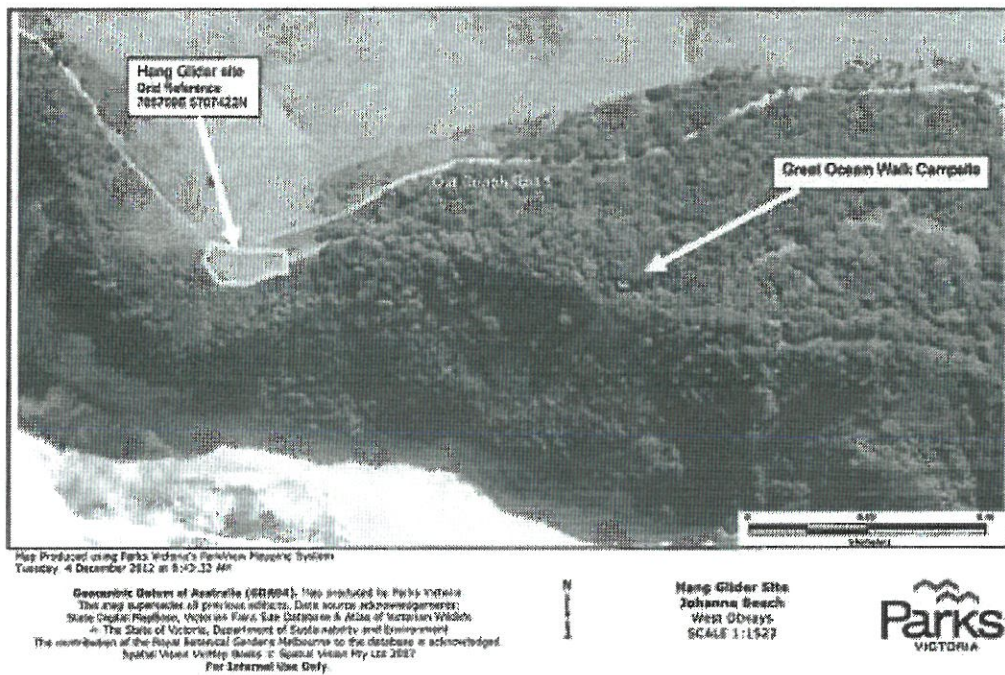


## 7. Johanna – Great Otway National Park

<b>Party Nominated by SAFA 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

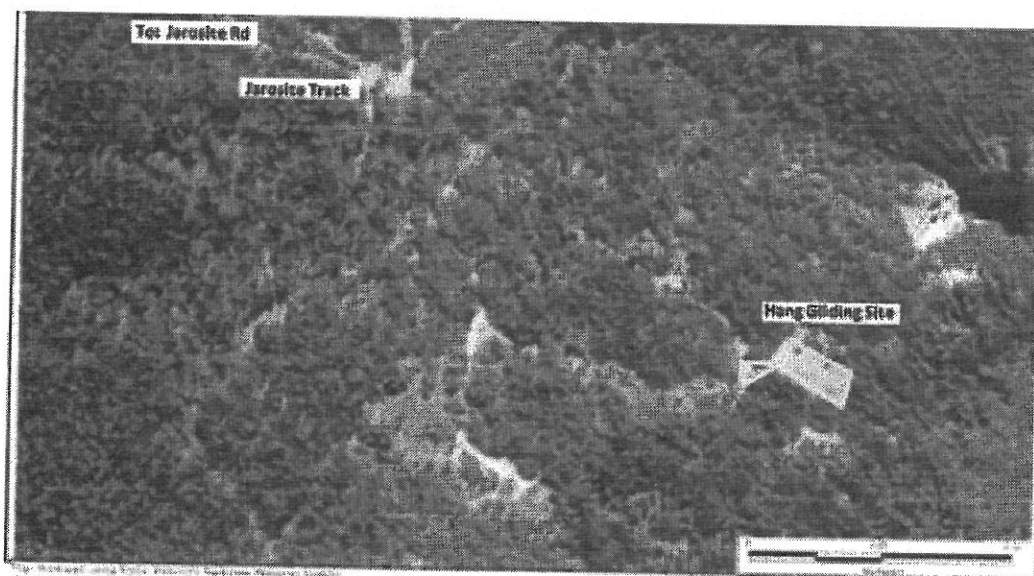
### Site Specific Condition:

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



# 8. Jarosite (Jan Juc) – Great Otway National Park

Party Nominated by SAFA as Responsible for Site Maintenance	Dynasoarers Hang Gliding Club 44 Tanner Street, Breakwater Vic 3219
Operational Parks Victoria Contact	Area Chief Ranger, Surf Coast
Site Description	Coastal Cliff
Landing and/or Launching Permitted	Launching Only
Launch Type	Natural ground ramp and astro-turf
VHPA Site Rating	Intermediate



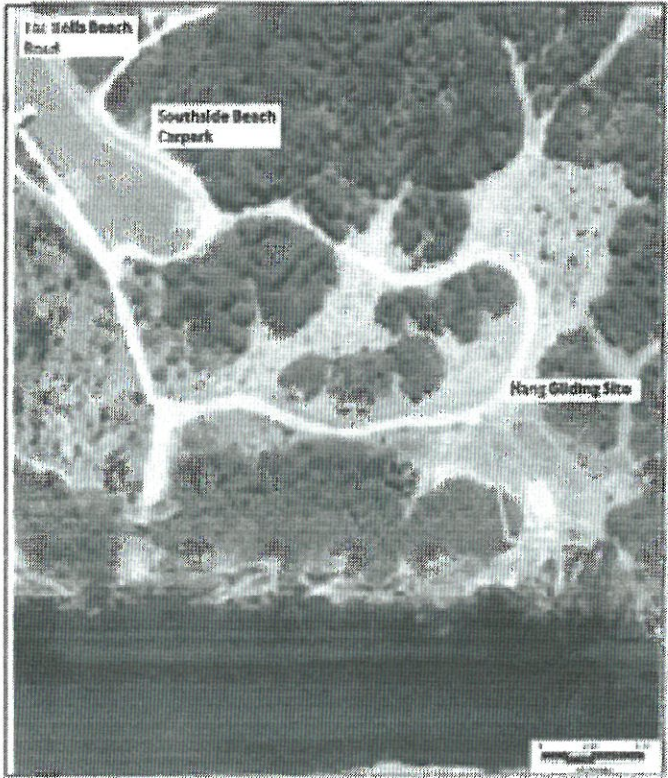
**Important Information:** This site is located within the Jarosite Hang Gliding Site, which is a designated area for hang gliding. The site is located within the Jarosite Hang Gliding Site, which is a designated area for hang gliding. The site is located within the Jarosite Hang Gliding Site, which is a designated area for hang gliding.

**Great Otway National Park**  
Jarosite Hang Gliding Site  
Map 1.1.1



## 9. Southside (Jan Juc) – Great Otway National Park

<b>Party Nominated by SAFA 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 landing and launching permitted
<b>Launch Type</b>	Natural ground ramp and astro-turf
<b>VHPA Site Rating</b>	Intermediate

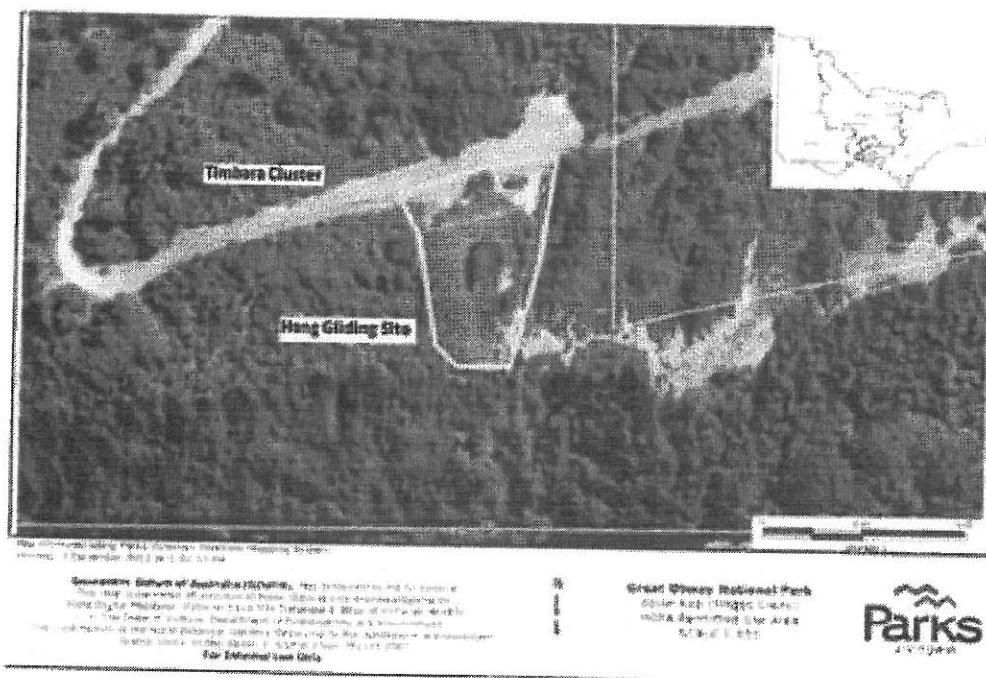


**Appalachian National Park**  
SOUTH CAROLINA  
1923



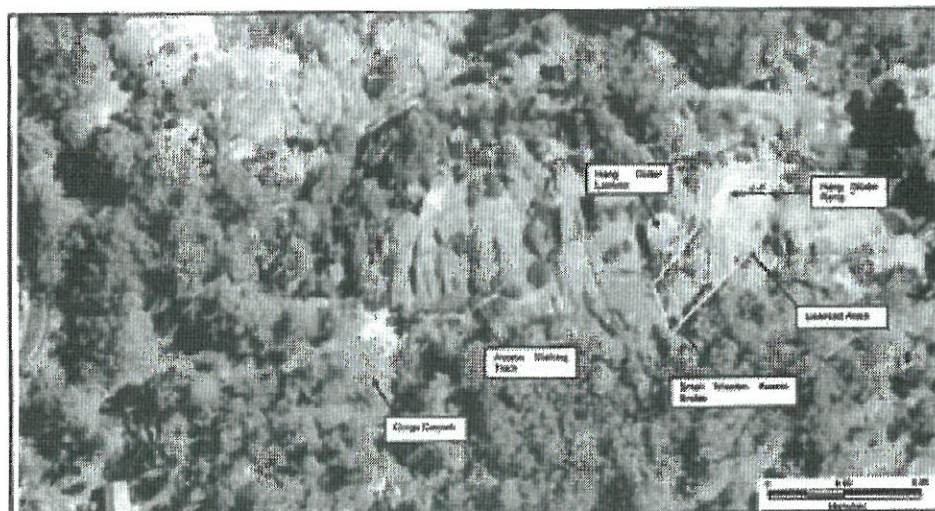
10. Spion Kopp – Moggs Creek – Great Otway National Park

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



## 11. Mount Buffalo – Mount Buffalo National Park

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



Map Produced Using Parks Victoria's Parkview Planning System  
Wednesday, 5 September 2012 at 3:08:43 PM

Geometric Datum of Australia (GDA94). Map produced by Parks Victoria.  
This map supersedes all previous versions. Data source: aerial photography.  
State Digital Mapbase. Version: The 2008 Database & Index of Victorian Parks  
in The State of Victoria, Government of South Australia & the Commonwealth.  
The copyright of the State Digital Mapbase & the Database & Index of Victorian  
Parks is held by the State of Victoria. All rights reserved.  
For Information See Data.

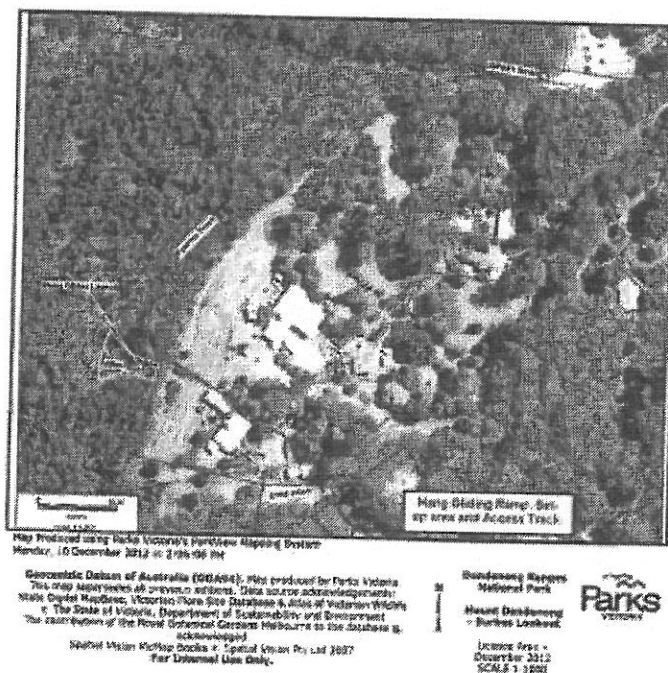


Mount Buffalo Hang Glider Launch  
Ramp  
SCALE 1:1000



## 12. Mount Dandenong – Burkes Lookout – Dandenong Ranges National Park

<b>Party Nominated by SAFA 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>	Launching Only
<b>Launch Type</b>	Ground Ramp
<b>VHPA Site Rating</b>	Advanced



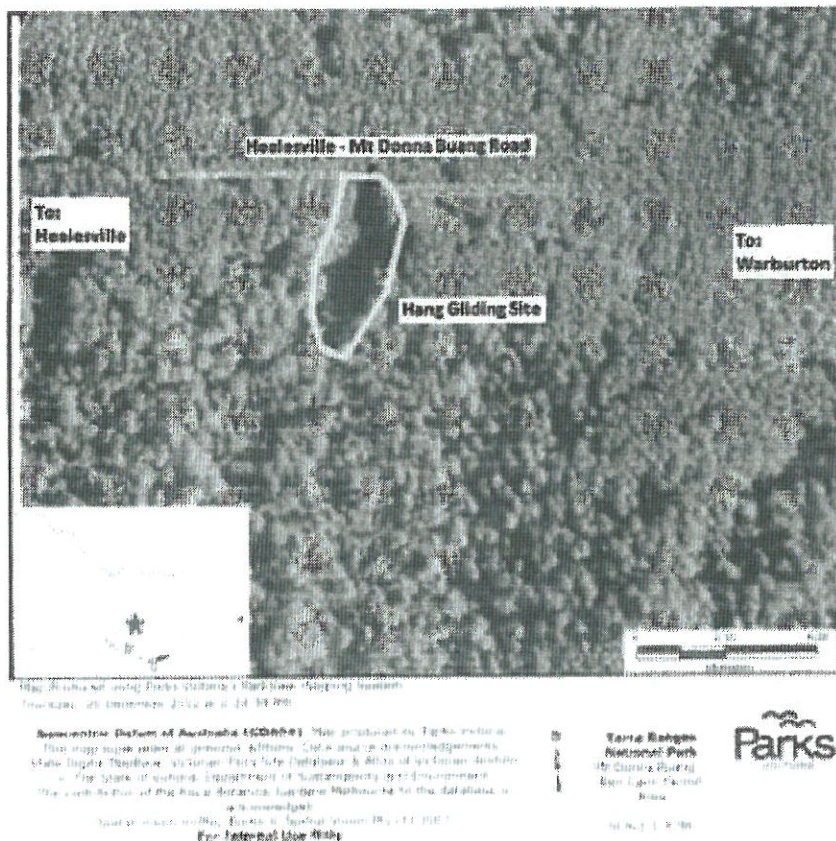


### 13. Mt Donna Buang – Ben Cairn – Yarra Ranges National Park

<b>Party Nominated by SAFA 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>	Launching Only
<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



#### 14. Portsea Surf Beach (London Bridge) – Mornington Peninsula National Park

<b>Party Nominated by SAFA 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 (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 car park via nearby sealed walkway 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 car park 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 20m 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

Geocentric Datum of Australia (GDA94). Map produced by Parks Victoria.  
This map supersedes all previous editions. Data source acknowledgements:  
State Digital MapBase, Victorian Flora Site Database & Atlas of Victorian Wildlife  
© The State of Victoria, Department of Sustainability and Environment  
The contribution of the Royal Botanical Gardens Melbourne to the database is acknowledged.  
Spatial Vision VicMap Books © Spatial Vision Pty Ltd 2007  
**For Internal Use Only.**



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



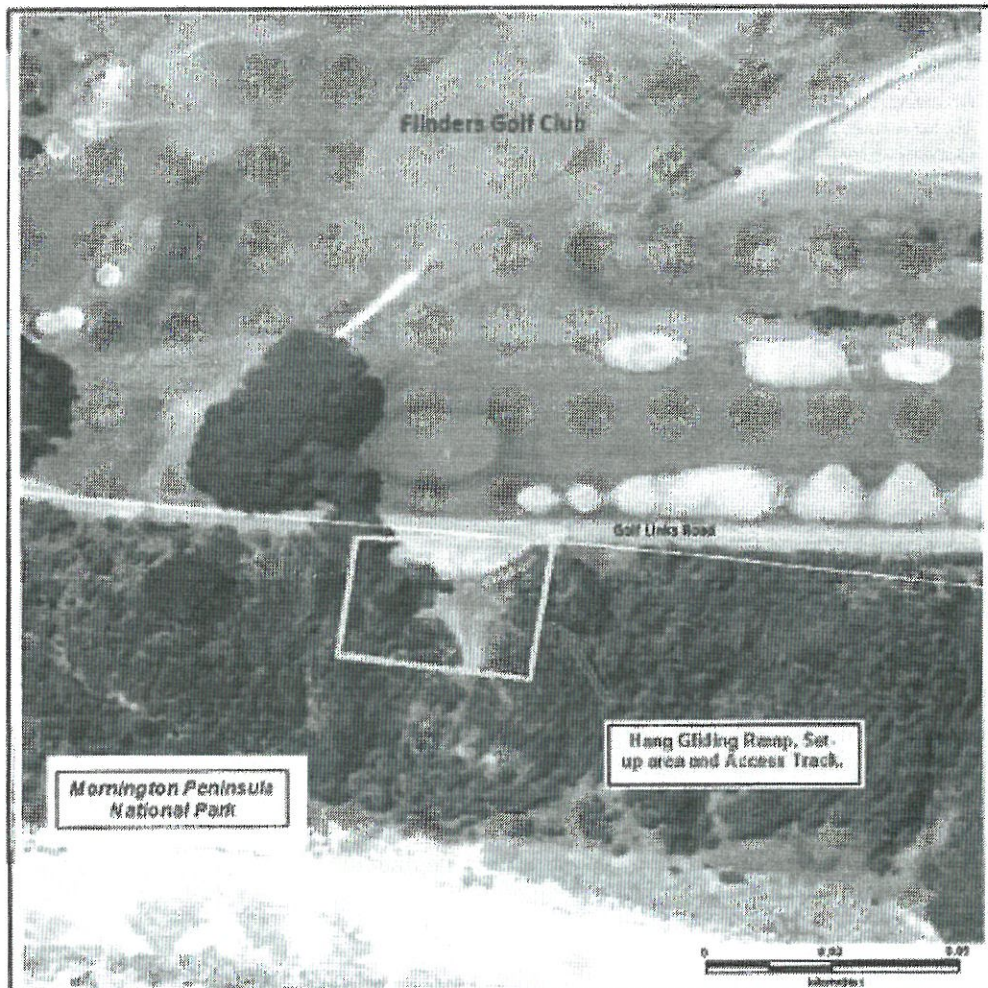


## 15. Flinders Ocean Beach (the Bowl) – Mornington Peninsula National Park

<b>Party Nominated by SAFA 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, and a small bitumen car parking area (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>	Launching Only
<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 on the adjacent golf course. The preferred landing is on the beach below and accessed via the lower Flinders Ocean Beach car park.
- Pilots not to use or create shortcut tracks between 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 is 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

**Geocentric Datum of Australia (GDA94).** Map produced by Parks Victoria.

This map supersedes all previous editions. Data source acknowledgements:  
State Digital MapBase, Victorian Flora Site Database & Atlas of Victorian Wildlife

© The State of Victoria, Department of Sustainability and Environment  
The contribution of the Royal Botanical Gardens Melbourne to the database is acknowledged.

Spatial Vision VicMap Books © Spatial Vision Pty Ltd 2007  
**For Internal Use Only.**



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



*Healthy Parks  
Healthy People*



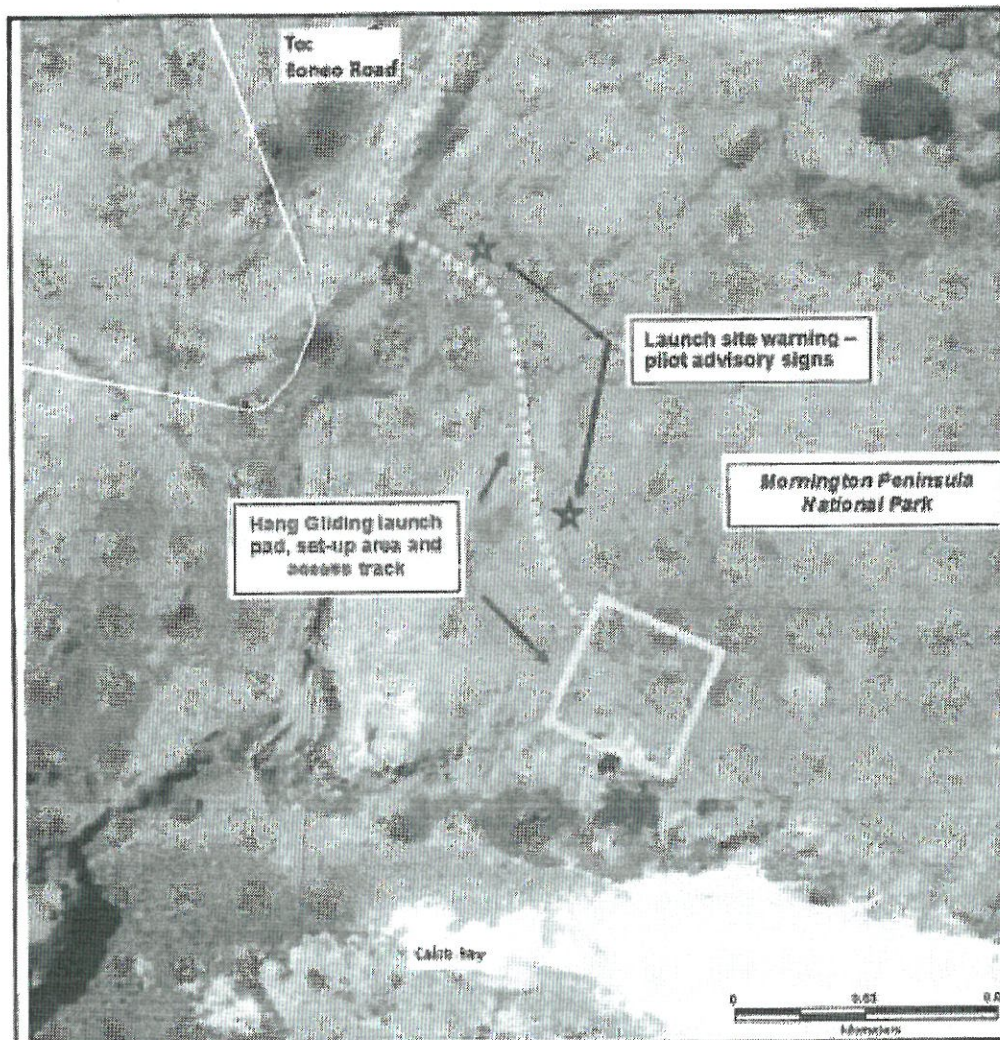
#### 16. Cairns Bay (Tea Tree Creek) – Mornington Peninsula National Park

<b>Party Nominated by SAFA 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 (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 car park via the nearby formal walking track.
- Pilots not to use or create shortcut track between the launch site and beach.
- Landing not permitted in Boneo Road car park.
- Skyhigh Paragliding Club to maintain the natural grass surfaces of the launch pad and set up area 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

Geocentric Datum of Australia (GDA94). Map produced by Parks Victoria.

This map supersedes all previous editions. Data source acknowledgements:

State Digital MapBase, Victorian Flora Site Database & Atlas of Victorian Wildlife

© The State of Victoria, Department of Sustainability and Environment  
The contribution of the Royal Botanical Gardens Melbourne to the database is acknowledged.

Spatial Vision VicMap Books © Spatial Vision Pty Ltd 2007  
For Internal Use Only.



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



Healthy Parks  
Healthy People



## 17. Tawonga Gap: Tawonga Gap Scenic Reserve

<b>Party nominated by SAFA as the authority responsible for air operations and site maintenance:</b>	North East Victoria Hang Gliding Club PO Box 317, Bright, Victoria 3741
<b>Operational Parks Contact:</b>	Area Chief Ranger, Ovens
<b>Site Description:</b>	Open ground ramp situated within a tree slot in native forest. Overlooks the Kiewa Valley. Clearing measures approximately 80x30m.
<b>Landing and/or launching permitted:</b>	Launch only
<b>Launch type:</b>	Some matting placed on natural ground.
<b>VHPA site rating:</b>	PG4 or HG Intermediate

### Notes:

- Signage – an ESTA emergency marker (Identifier TAW100) is placed at the site entrance.
- Access is via the Tawonga Gap fire track maintained by DEWLP.
- Site is maintained in a clean and weed free condition.



Figure 1 Tawonga Gap Launch Site - location



# **18. Reed's Lookout: Mount Buffalo National Park**

<b>Party nominated by SAFA as the authority responsible for air operations and site maintenance:</b>	North East Victoria Hang Gliding Club PO Box 317, Bright, Victoria 3741
<b>Operational Parks Contact:</b>	Area Chief Ranger, Ovens
<b>Site Description:</b>	Series of large boulders overlooking Crystal Brook Gorge.
<b>Landing and/or launching permitted:</b>	Launch only
<b>Launch type:</b>	1. Moderately sloping natural surfaces formed by large boulders. with a north easterly aspect 2. Not suitable for top-landing.
<b>VHPA site rating:</b>	PG5 only. Not suitable for HG.

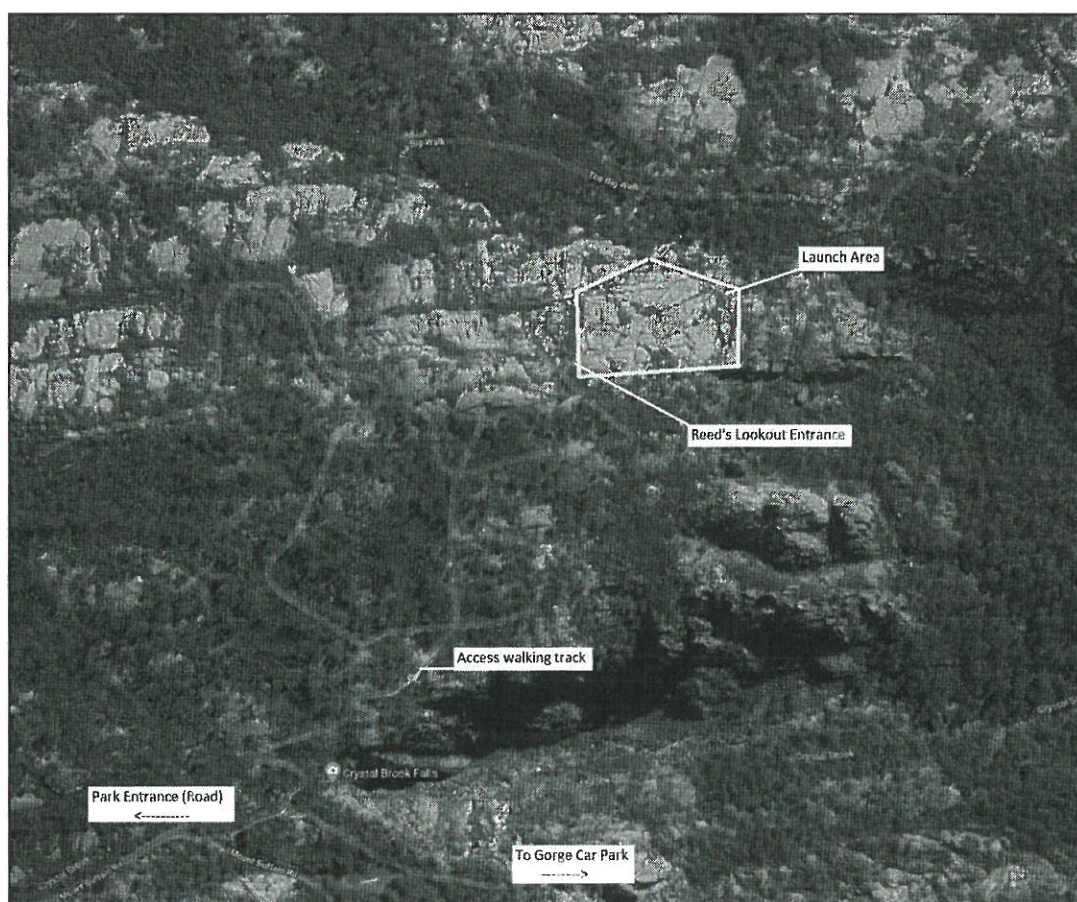


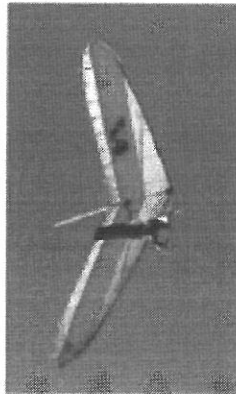
Figure 2 Reed's Lookout Launch Area location and access tracks

## Annexure C

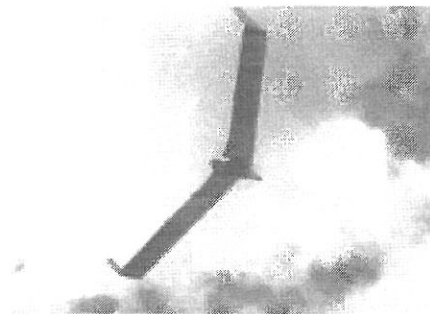
### FLIGHT CRAFT

For the purposes of this Permit, approved Flight Craft includes the Hang Gliders and Paragliders 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.



## MINISTER'S DETERMINATION

Under section 21 of the *National Parks Act 1975*

I, Matthew Jackson

(full name) hereby:

- confirm I have determined and consented to the terms, conditions, fees and charges in relation to this Permit.

Signature

Chief Executive Officer, Parks Victoria

Position