

PERMIT NO. _____
(office use only)

A/R PERMIT NO. _____
(office use only)

MT HOTHAM ALPINE RESORT ENTRY APPLICATION FORM
SEASON CAR PERMIT 2011

(PLEASE USE BLOCK LETTERS)

FIRST NAME: _____ LAST NAME: _____
ON MOUNTAIN ADDRESS: _____
ON MOUNTAIN PHONE: _____ MOBILE: _____
PERMANENT ADDRESS: _____
CITY: _____ STATE: _____ POSTCODE: _____
PHONE NUMBERS: BUSINESS: _____ HOME: _____
EMAIL ADDRESS: _____
VEHICLE DETAILS: MAKE: _____ COLOUR: _____ MODEL: _____
REGISTRATION NO: _____ STATE: _____

Payment: (please choose one of the following)

Note: see condition 7(f) overleaf

- Mt Hotham Season Permit from 1 May 2011 \$395 (GST inclusive) CASH / CHEQUE / C/CARD / MONEY ORDER
 All Resorts Permit from 1 May 2011 \$518 (GST inclusive) CASH / CHEQUE / C/CARD / MONEY ORDER

(*The All Resorts pass allows entry to Mt Hotham, Mt Buller/Stirling, Falls Creek, Mt Baw Baw and Lake Mountain. Please note the Mt Hotham permit cannot be upgraded to an All Resorts permit after purchase. All pricing subject to ministerial approval.

Delivery: (please choose one of the following)

N.B Season permits are No Longer collectable from resort entry points

- Registered Post (all permits posted will incur an additional \$3.50 charge) Pickup from RMB Office

I acknowledge that I have read and agree to abide by the conditions overleaf. Furthermore, I acknowledge that Mt Hotham Resort Management (including all servants and agents) will not be liable for any loss or damage caused to any vehicle, or anything in the vehicle except where it was caused by its (or its servants and agents) negligence. All signs must be observed at all times (including the hours of darkness). No vehicle should be left in any position to cause an obstruction. The directions of an authorised officer must be promptly obeyed and observed and all regulations and the Alpine Resorts (Management) Act 1997 must be complied with.

APPLICANTS SIGNATURE

DATE

ISSUED BY / DATE (office use only)

Please make cheques payable to Mt Hotham Alpine Resort Management
Complete the section below if paying by credit card only

Please charge: \$ _____ to my Visa / Mastercard (we **do not** accept Amex or Diners)

Cardholder's Name: _____ Signature: _____

Credit Card No: _____ Expiry Date of Card: _____

Please note that information collected when purchasing your season permit is retained for the relevant winter season and used for referral purposes only. It is not provided or available to any other party and is appropriately destroyed when no longer required.

MT HOTHAM ALPINE RESORT MANAGEMENT SEASON CAR PERMIT CONDITIONS

1. Definitions

- (a) "Act" means the Alpine Resort Management Act 1997;
- (b) "Regulations" means the Alpine Resort (Management) Regulations 2009;
- (c) "Board" means the Mt Hotham Alpine Resort Management Board;
- (d) "Conditions" means these Permit Conditions;
- (e) "Mt Hotham" means the Mt Hotham Alpine Resort;
- (f) "Season Car Permit Holder" means the person for the time being holding a Permit;
- (g) "Permitted Vehicle" means the vehicle for which a Permit has been issued;
- (h) "Permit" means a category of permit for a vehicle with less than 8 seating capacity and which includes, without limitation, a "staff season car permit", "complimentary season car permit", "full season car permit", "reserved parking permit" and "complimentary reserved parking permit";
- (i) "Infringement Notice" is a notice issued under the Road Safety Act 1996 and 1986 Road Safety (General) regulations 2009.
- (j) Unless defined in this Permit, expressions have the same meaning as in the Regulations;

2. Authority

The Conditions are made under Regulation 11 and include any other conditions specified in the permit.

3. Snow Season

The Conditions apply for the snow season specified in the Permit

4. Acknowledgements by Season Car Permit Holder

- (a) No representation, warranty or assurance is given that the Permit will be issued for any further snow season.
- (b) No right title, interest or legitimate expectation is embodied in the issue of the Permit.
- (c) Property in the Permit vests in the Board who may in its discretion, mark, endorse, invalidate, vary, confiscate or cancel the Permit.
- (d) Permit is not to be used to provide financial gain to the permit holder or vehicle owner.

5. Positive Obligations of Season Car Permit Holder

- (a) Season Car Permit Holder must comply with the directions of an authorised officer given at any time and from time to time in the interest of safety or the management, protection or control of traffic at Mt Hotham.
- (b) Under Regulation 13 a vehicle left without lawful authority in the Resort may be seized and removed by an "authorised officer " and may be retained until the owner reimburses the cost of removal, retention and release of the vehicle.
- (c) Season Car Permit Holder must affix the Permit to the Permitted Vehicle in accordance with Regulation 11 (3) (lower drivers side of the front windscreen).
- (d) Season Car Permit Holder must comply with resort signage at all times, including at both entry points to the resort, or permit may be cancelled.

6. Negative Obligations of Season Car Permit Holder

- (a) Season Car Permit Holder must not obstruct or hinder the flow of traffic and snow clearing machinery.

7. General Conditions Applicable to Season Car Permits

- (a) The Season Car Permit entitles the Permitted Vehicle day and/or overnight resort entry access to Mt Hotham during the calendar year stipulated on the Permit.
- (b) One registration number only can be nominated per Season Car Permit.
- (c) The registration number on the Season Car Permit must not be altered.
- (d) The Season Car Permit authorises parking for the Permitted Vehicle only. The Permitted Vehicle is to be parked as directed by the Board staff or relevant traffic signs. Vehicles parked incorrectly will be issued with an Infringement Notice.
- (e) Where the Permitted Vehicle is sold, the Permit must be removed and the parts returned to the Board for issue of a replacement. A replacement will only be issued to vehicles registered in the same name as the Season Car Permit Holder and proof of ownership via registration papers must be produced (replacement fees apply).
- (f) This season car permit is non refundable and non transferable
- (g) A vehicle caught speeding within the Resort boundaries is liable to have their permit revoked.
- (h) The use of the MHRMB season car permit shall not be used to provide commercial gain to the vehicle owner or permit holder

8. Indemnity

The Season Car Permit Holder must indemnify and keep indemnified the Board, its employees, agents or contractors from and against any and all claims, losses, damage and liability (whether civil or criminal) including any injury or death which is incurred by the Board as a result of the use of the Permitted Vehicle at Mt Hotham whether at the suit of the Season Car Permit Holder, any persons claiming under the Season Car Permit Holder or at the suit of any third party.

9. Release

The Season Car Permit Holder and any person claiming under the Season Car Permit Holder forever releases the Board, its employees, agents or contractors from and against any claim, loss, damage or liability (whether civil or criminal) including injury or death as a result of the use of the Permitted Vehicle at Mt Hotham.

10. Privacy

Information collected when purchasing your season permit is retained for the relevant winter season and used for referral purposes only. It is not provided or available to any other party and is appropriately destroyed when no longer required.