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Event Name:	Tour of Bright
Event Location:	Mount Buffalo National Park
Event Date:	06/12/2026
Permit Number:	PA-0021403

Event Permit

Parks Victoria

and

Alpine Cycling Club Inc.

ABN 54988940365

Docusign Envelope ID: A6EE3791-42BB-82A2-82C5-B20AD9B77EFE

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1. Definitions

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

Bump-in means the preparation works required at the Permit Area to stage the Event (for example setting up lighting, stage or production equipment and other facilities).

Bump-out means the works necessary at the conclusion of the Event to leave the Permit Area in the condition required by this Permit (for example, dismantling and removal of equipment, reinstatement and cleaning).

Deposit means the amount (if any) set out in item 9 of Schedule 1.

Event means the event set out in item 5 of Schedule 1.

Event Date means the date or dates on which the Event will be held as described in Schedule 2.

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).

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 officers, 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):

(a) *Occupational Health and Safety* 2004 (Vic);

(b) *Occupational Health and Safety Regulations* 2017 (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 named in Schedule 2 within which the Permit Area is located.

Parks Victoria means the public authority established under Part 2 of the *Parks Victoria Act 2018* (Vic).

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

Permit Area means the area(s) described in Schedule 2

Permit Fee means the amount set out in item 8 of Schedule 1

Permit Period means the period set out in item 7 of Schedule 1.

Permitted Purpose means the purpose set out in Schedule 2 in relation to the Event.

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

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 on the cover page of this Permit.

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 officers, employees and agents.

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 11 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 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.

2.5 If there is an inconsistency between a special condition in item 15 of 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.

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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, 7.1, 18.1, 18.1.3 and 18.3; 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 The Permittee must not assign or deal with this Permit or the rights granted under this Permit in any way. 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

The Permit Fee is payable by the Permittee in the following way:

6.1 the Deposit (if any) upon execution of this Permit; and

6.2 the balance of the Permit Fee, or the whole of the Permit Fee (as the case may be), at least 30 days before the commencement of the Permit Period (or as otherwise directed by the Responsible Authority).

7. Security Deposit

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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 a security deposit (**Security Deposit**) or, if the Responsible Authority requires, give the Responsible Authority an unconditional and irrevocable bank guarantee with no expiry date and otherwise on such terms as the Responsible Authority may reasonably require (**Bank Guarantee**) for the amount set out in item 10 of Schedule 1 to the Responsible Authority before the commencement of the Permit Period.

7.2 The Responsible Authority may use the Security Deposit (including any accrued interest) or call upon the Bank Guarantee 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 Bank Guarantee, or any part of it, is used or called upon by the Responsible Authority then the Permittee must, within 14 days of written request, replace the Security Deposit or Bank Guarantee, or that portion of it used or called upon.

7.4 After this Permit has ended and the Permittee has vacated the Permit Area and complied with the Permittee's obligations under this Permit, the Responsible Authority must return the bank guarantee within 30 days of the Permittee's demand.

8. Event cancellation

8.1 Once paid, the Deposit (if any) is not refundable (unless otherwise agreed by the Responsible Authority, at the Responsible Authority's absolute discretion).

8.2 The Permittee must give due consideration to the weather forecast, the prevailing weather and Park conditions in making the decision for the Event or a particular Event Date to proceed or be cancelled.

8.3 Should the Event or an Event Date be cancelled for any reason, the Permittee must notify the Responsible Authority as soon as practicable.

8.4 If the Event is cancelled the following refund schedule shall apply to the Permit Fee (unless otherwise agreed in writing between the parties):

8.4.1 for cancellation 30+ days prior to the commencement of the Permit Period, 100% of the Permit Fee (excluding Deposit);

8.4.2 for cancellation 8 - 30 days prior to the commencement of the Permit Period, 85% of the Permit Fee (excluding Deposit);

8.4.3 for cancellation 4 - 7 days prior to the commencement of the Permit Period, 50% of the Permit Fee (excluding Deposit); and

8.4.4 For cancellation 0 - 3 days prior to the commencement of the Permit Period, no refund of the Permit Fee.

9. 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.

10. Use of Permit Area

10.1 The Permittee must only use the Permit Area for the Permitted Purpose. The Permittee must plan, prepare for and conduct any Event using all reasonable care and skill.

10.2 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 Event, and must comply with and observe the Responsible Authority's reasonable directions with a view to achieving those standards.

10.3 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.

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10.4 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

10.5 The Permittee must not:

10.5.1 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;

10.5.2 bring on to the Permit Area any alcoholic or intoxicating beverage or liquor, unless the Permit Area has a liquor licence under the *Liquor Control Reform Act* 1998 (Vic);

10.5.3 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;

10.5.4 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;

10.5.5 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;

10.5.6 carry out any works to or at the Permit Area (including landscaping or earth works or the removal, trimming or lopping of any vegetation) or 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

10.5.7 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.

10.6 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.

10.7 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.

11. Ticketed Events

If item 13 of Schedule 1 indicates that the Event is ticketed, the Permittee may exclude access to specified parts of the Permit Area at specified times, as set out in item 13 of Schedule 1, to persons other than ticket holders, the Permittee's staff and contractors and the Responsible Authority.

12. Equipment

12.1 The Permittee must not bring any equipment or other materials (including signage) on to the Permit Area apart from the equipment specified at item 6 of Schedule 1 without the prior written consent of the Responsible Authority.

12.2 Any approved equipment or other materials (including signage) must only be placed in the location within the Permit Area approved by the Responsible Authority from time to time.

12.3 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.

12.4 The Permittee must ensure:

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12.4.1 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;

12.4.2 subject to clause 12.4.3, 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

12.4.3 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 12.4.2 as is necessary for safety and otherwise in accordance with Australian Standards, laws or regulations.

13. Waste management, cleaning and repair

13.1 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 use of the Permit Area for the Permitted Purpose.

13.2 The Permittee must provide an adequate number of appropriately designed rubbish bins at the Permit Area to service the needs of patrons of the Event. The Permittee's bins and all collected rubbish must be removed from the Permit Area and Park after each Event Date. The Permittee must not dispose of refuse in any bins provided by the Responsible Authority within the Park for public use.

13.3 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.

13.4 The Permittee is responsible for any damage to the Permit Area or to the Park (including soil disturbance or erosion or damage to vegetation) to the extent caused or contributed to by the act, omission or default of the Permittee or the Permittee's Members and Agents and unless the Responsible Authority notifies the Permittee to the contrary, the necessary repairs, rehabilitation or revegetation will be carried out by the Responsible Authority at the Permittee's cost and the Permittee must reimburse those costs on demand.

13.5 If the Permittee does not carry out any repairs, maintenance or other works required under this Permit within 14 days of being served with a written notice, the Responsible Authority may carry out such repairs, maintenance or other works and the Permittee must repay the cost of such to the Responsible Authority on demand.

14. Compliance with Laws and directions

14.1 The Permittee must comply with all Laws, including Occupational Health and Safety Laws, noise limits set down in the State Environment Protection Policy (Control of Music Noise from Public Premises) No N-2 and, if relevant, marine laws (*Marine Safety Act 2010, Marine Safety Regulations 2023, Port Management Act 1995, Port Management (Local Ports) Regulations 2004* and vessel operating and zoning rules) concerning the Permit Area and the use of the Permit Area.

14.2 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.

14.3 Subject to clause 14.2, 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.

14.4 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

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requirements of the Responsible Authority including signing any future agreement containing additional covenants on the part of the Permittee to be performed and observed.

14.5 The Permittee must promptly give the Responsible Authority a copy of any summons, conviction or notification given under any Law concerning the Permitted Purpose.

14.6 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.

15. Event Plan

15.1 This clause 15 will only apply if item 14 indicates that an event plan is required.

15.2 At least 30 days before the Event (or other timeframe as directed by the Responsible Authority), the Permittee must provide the Responsible Authority with the following details of the Event (**Event Plan**) for the Responsible Authority's approval:

15.2.1 list of key event staff, roles and the organisation they work for including but not limited to traffic management, event support staff, car-parking staff, security staff, first aid staff, ticketing staff catering staff, the safety and occupational health and safety officers and their contact telephone numbers for the duration of the Permit;

15.2.2 a detailed event program including Bump-In/Bump-Out plans, event day running sheet, signage inventory, ticketing arrangements, merchandising arrangements and any catering arrangements;

15.2.3 details of all merchandise and services to be sold or offered during the Event;

15.2.4 details of the equipment to be brought onto the Permit Area and its proposed location;

15.2.5 warranty from the Permittee confirming that its emergency risk management is suitable for the Permitted Purpose and is consistent with the Responsible Authority's emergency management plan;

15.2.6 detailed plans setting out traffic management, car parking, parking attendants and signage, to ensure the most efficient and safest entry and exit of people to and from the Event;

15.2.7 details of the number and location of all signage including any proposed advertising signage;

15.2.8 details of the provision of portable toilets and drinking fountains;

15.2.9 a plan setting out the collection of waste (including for any onsite toilets) and rubbish removal;

15.2.10 confirmation and details of the notification of all appropriate authorities such as the police, council, the Country Fire Authority and medical services;

15.2.11 mechanisms to be put in place to ensure compliance with the State Environment Protection Policy (Control of Music Noise from Public Premises) No N-2;

15.2.12 details of any promotional activities or marketing for the Event; and

15.2.13 opportunity offered to other tenants or licensee of the Park or nearby business to offer their customers Event packages, for example accommodation, food, beverage and Event ticketing packages.

15.3 The Permittee must comply with the Event Plan and any changes reasonably required by the Responsible Authority as a condition of its approval.

15.4 The Permittee acknowledges that referral of, and any subsequent approval by, the Responsible Authority of the Event Plan does not amount to a warranty by the Responsible

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Authority of the suitability of the Event Plan and does not create any liability on behalf of the Responsible Authority or the Responsible Authority's officers, employees and agents for loss or damage incurred as a result of complying with that plan.

16. Responsible Authority's rights

16.1 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:

16.1.1 by law;

16.1.2 to ensure the Permittee's obligations are performed or carried out, after due notice to the Permittee as provided in this Permit;

16.1.3 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;

16.1.4 to protect public safety including by closing the Park on a day of high, extreme or catastrophic fire danger rating; or

16.1.5 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.

16.2 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.

17. Obligations after the Permit Period

The Permittee must prior to the end of the Permit Period:

17.1 vacate the Permit Area and ensure that it is free from rubbish and otherwise in the same condition as at the commencement of the Permit Period, to the reasonable satisfaction of the Responsible Authority;

17.2 remove all equipment and other materials brought into the Permit Area by the Permittee and make good all damage caused by such removal to the satisfaction of the Responsible Authority; and

17.3 if requested by the Responsible Authority, repair any damage to the Permit Area or Park as a result of the Permittee's use of the Park or Permit Area under the terms of this Permit.

18. Insurance

18.1 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:

18.1.1 a public and, if relevant, products liability insurance policy for not less than the amount stated in item 12 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;

including all associated marine liabilities (if applicable); and

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18.1.2 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; and

18.1.3 any other insurances required by law or reasonably required by the Responsible Authority.

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

18.3 The Permittee must provide the Responsible Authority with:

18.3.1 a certificate of currency for the Policy which clearly confirms the requirements of clauses 18.1 and 18.1.3 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;

18.3.2 a copy of the Policy upon request by the Responsible Authority; and

18.3.3 evidence of confirmation of registration with the Victorian WorkCover Authority upon request by the Responsible Authority.

18.4 The Permittee must promptly notify the Responsible Authority if:

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

18.4.2 the Policy is cancelled.

18.5 The Permittee must not do anything or allow anything to be done which may:

18.5.1 prejudice any insurance held in connection with the Permit Area; or

18.5.2 increase the premium payable for any insurance held in connection with the Permit Area.

18.6 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.

19. Release

19.1 The Permittee agrees that it:

19.1.1 has not relied upon any representation by or on behalf of the Responsible Authority concerning the Permit Area or its use;

19.1.2 is aware of all Laws and legal requirements in relation to the Permit Area and the Permitted Purpose;

19.1.3 occupies and uses the Permit Area at its own risk; and

19.1.4 has inspected the Permit Area and is of the opinion that the Permit Area is safe and suitable for the activities of the Permittee.

19.2 The Permittee releases the Responsible Authority and the Responsible Authority's officers, employees and agents from:

19.2.1 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

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19.2.2 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.

20. Indemnity

20.1 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:

20.1.1 the default of the Permittee or the Permittee's Members and Agents under this Permit;

20.1.2 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

20.1.3 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.

20.2 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.

21. Breach of Permittee's obligations

21.1 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.

21.2 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.

21.3 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:

21.3.1 exclude the Permittee from the Permit Area;

21.3.2 cancel this Permit by written notice to the Permittee and any Permit Fee paid by the Permittee will be forfeited;

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

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

22. Immediate cancellation 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 use of the Permit Area for the Permitted Purpose, or if the Permittee is in breach of clause 18, the Responsible Authority may cancel the Permit

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immediately by written notice to the Permittee and any Permit Fee paid by the Permittee will be forfeited.

23. Occupational health and safety and emergency evacuation

23.1 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).

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

23.2.1 comply with, all Occupational Health and Safety Laws and any applicable Australian Standards;

23.2.2 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;

23.2.3 without limiting clause 23.2.1, 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;

23.2.4 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;

23.2.5 develop and implement an emergency evacuation and management plan for the operation of the Permitted Purpose; and

23.2.6 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).

23.3 The Permittee must ensure that at all times its occupational health and safety plan:

23.3.1 complies with Australian Standard AS/NZ 4804-2001 (or other similar substitute standard);

23.3.2 includes the Permittee's occupational health and safety policy;

23.3.3 identifies the obligations of the Permittee's under the Occupational Health and Safety Laws;

23.3.4 describes the practices that will be employed to secure the health, safety and welfare of persons at work; and

23.3.5 identifies measures to eliminate risks to the health, safety and welfare of persons at work.

23.4 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.

23.5 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.

23.6 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.

24. Goods and Services Tax

24.1 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.

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24.2 Subject to clause 24.4, 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.

24.3 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.

24.4 A party's right to payment under clause 24.2 is subject to a Tax Invoice being delivered to the party liable to pay for the Taxable Supply.

25. Miscellaneous provisions

25.1 **Notices**

25.1.1 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

25.1.2 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.

25.2 **Approvals and consent**

Unless this Permit provides otherwise, any consent or approval to be given by the Responsible Authority may be given by the Responsible Authority conditionally or unconditionally or withheld at the Responsible Authority's absolute discretion. If conditions are imposed by the Responsible Authority, the Permittee must comply with each condition imposed by the Responsible Authority as if it were a provision of this Permit.

25.3 **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.

25.4 **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.

26. Minister's Consent

26.1 This clause 26 will only apply where the Relevant Legislation is section 17B(1) of the Crown Land (Reserves) Act 1978.

26.2 The Permittee acknowledges and agrees that:

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26.2.1 under the provisions of the Relevant Legislation the consent of the Minister to this Permit is required;

26.2.2 this Permit shall be conditional upon the consent of the Minister being obtained by the Responsible Authority; and

26.2.3 until the Minister's consent is obtained:

(a) the Permittee is only entitled to access the Permit Area for the purpose of gathering information and the Permittee is not entitled to occupy the Permit Area; and

(b) the Responsible Authority is under no obligation to grant this Permit to the Permittee; and

26.2.4 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.

27. Melbourne Water

27.1 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 6 July 2022 (**Lease**) which expires on 1 May 2032, and where the context so admits, its authorised officers.

27.2 This clause 27 will only apply where the Permit Area is within the area leased by the Responsible Authority pursuant to the Lease.

27.3 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.

27.4 Melbourne Water shall be entitled to exercise the rights of the Responsible Authority set out in clause 16.

27.5 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.

28. Privacy Legislation

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

28.1 collected for the purposes of entering into and administering this Permit; and

28.2 may be disclosed to the following:

28.2.1 the Auditor-General if the Responsible Authority is audited pursuant to any requirement of any Act of Parliament or regulation or authority;

28.2.2 any local authority or other relevant authority in order to update their records as to occupation of the Permit Area;

28.2.3 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;

28.2.4 any third party as required by any Act of Parliament or regulation; and

28.2.5 any other third party with the Permittee's consent.

29. Disclosure and Freedom of Information

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

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29.1 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

29.2 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

29.3 it must, at its own cost and expense, use its best endeavours to assist the Responsible Authority in meeting its Public Disclosure Obligations.

30. Prohibited Gifts

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

30.1 has offered an inducement, gift or other benefit (directly or indirectly) to any officer or employee of the Responsible Authority; or

30.2 will offer an inducement, gift or other benefit (directly or indirectly) to any officer or employee of the Responsible Authority.

31. Counterparts and electronic execution

31.1 This Permit may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument. The counterparts may be consolidated into a single document. Counterparts may be exchanged by emailing a scanned pdf copy of the original executed counterpart. An executed PDF copy of this Permit shall be taken to be sufficient evidence of execution.

31.2 A party may sign electronically a soft copy of this Permit by DocuSign or any other means of electronic execution approved by the Responsible Authority that satisfies any statutory or other requirements for this Permit to be in writing and signed by that party and bind itself accordingly and each other party consents to that party signing by such electronic means. The parties intend that any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart. Each signatory confirms that their signature appearing in this Permit, including any such print-out (irrespective of which party printed it), is their personal signature.

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Signing page

SIGNED for and on behalf of **Parks Victoria** by its authorised officer**:**

Signature of authorised officer

Julien Atherstone

Name of authorised officer

Position of authorised officer

Date

Executed by **Alpine Cycling Club Inc. ABN 54988940365**)
in accordance with section 38 of the *Associations Incorporation Reform Act 2012* (Vic):)

DocuSigned by:
F4080390925B4CA...

Signature of Committee Member

Christian Stewart

Print Full name

Signed by:
78713CB310C74FF...

Signature of Committee Member

Nathan Kent

Print Full name

VICTORIA State Government

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Schedule 1 Permit Particulars

1.	**Responsible Authority:**	Parks Victoria of Level 30, 300 La Trobe Street, Melbourne, VIC 3000	
2.	**Manager:**	**Contact person:**	**Kayla Brunt**
		Address:	Parks Victoria Level 30, 300 La Trobe Street, Melbourne, VIC 3000
		Ph:	**131963**
3.	**Permittee:**	**Name:**	Alpine Cycling Club Inc.
		Contact person:	Christian Stewart
		Address:	1 Colonial Ct Bright, VIC 3741
		Ph:	04202275256
		Email:	adb@alpinecyclingclub.com.au
4.	**Purpose of Reservation:**	Not applicable	
5.	**Event:**	**Tour of Bright**	
6.	**Equipment:**	Generators 2 Marquees 4 Hydration stations 1 Temporary barriers 50 Speaker 1	
7.	**Permit Period:**	06/12/2026	
8.	**Permit Fee:**	$155.10 Inclusive of GST	
9.	**Deposit:**	Not Applicable	
10.	**Security Amount:**	Not Applicable	
11.	**Times of Access:**	Bump in: 5:30 PM 05/12/2026 Event: 7:30 AM-12:00 PM Bump out: 12:00 PM 06/12/2026	
12.	**Public Liability Insurance:**	Twenty million dollars ($20,000,000.00)	
13.	**Ticketed Event:**	Yes	
14.	**Event Plan required:**	Yes	
15.	**Special Conditions:**	The following special conditions will also bind the parties: See Schedule 3	

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Schedule 2 Event Particulars

Park	Permit Area	Event Date	Permitted Purpose
Mount Buffalo National Park	That area as shown on the map attached at Annexure A	06/12/2026	To conduct an organised event for up to 700 participants. To conduct photography/filming for event purposes **excluding** the use of a drone/RPA. Amplified speech or music via low power sound system (PA) at less than 55dB(A). Installation and use of the below temporary infrastructure and equipment for event purposes: 2 Generators 4 Marquees 1 Hydration stations 50 Temporary barriers 1 Speaker **The Horn Road closure from 7:00am - 12:00pm**

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Schedule 3 Permitted Purpose (activity) or Park specific conditions

Permitted Purpose	Conditions
To conduct an organised event for up to 700 participants. To conduct photography/filming for event purposes **excluding** the use of a drone/RPA. Amplified speech or music via low power sound system (PA) at less than 55dB(A). Installation and use of the below temporary infrastructure and equipment for event purposes: 2 Generators 4 Marquees 1 Hydration stations 50 Temporary barriers 1 Speaker The Horn Road closure from 7:00am - 12:00pm	VMS board advising visitors of the upcoming road closure must be displayed on Mt Buffalo Road a minimum one week prior to the event. The Permittee is responsible for the removal of all rubbish at the conclusion of the event. No bins are provided by Parks Victoria, any bins supplied for the event need to be removed by the Permittee at the conclusion of the event. No sign writing on the roads is to occur in the park. Any temporary signage erected on the course must be removed immediately following the conclusion of the event. Signs may be attached to existing infrastructure, as long as there is no mark, damage, or residue on the existing infrastructure, and as long as the temporary sign does not block, or interfere with the existing signage. All vehicles permitted in the parkland must not exceed 10kph speed limit, give way to any living thing and display hazard lights and/or amber flashing lights where available. The permittee is responsible for managing all parking and traffic related issues, associated with their event. All marquees and infrastructure must be weighted, no pegging permitted. Erection of infrastructure is not allowed within 3 meters of any tree in the park. In the event of a published 'severe', 'extreme' or 'Code Red' weather warning for the District or emerging and/or apparent dangerous weather conditions in the local area, Parks Victoria may close the Park for public safety reasons, cancel the event, or restrict event related activities (including bump in and out activities) at its' discretion with limited notice. The permittee should familiarise themselves with current and forecast weather conditions (including fire conditions). It is advised that the applicant download the VicEmergency App onto a mobile device that will be on site during the event; this App will alert you of any emergencies or forecast severe weather events in the area. Make sure your safety officer understands the use of this App. See the Vic Emergency website for further information and advice. http://emergency.vic.gov.au/respond/

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	Marshalls are to sweep the road at the end of the events to pick up rubbish from energy bar wraps and sugar supplement drinks. The pre-event briefing is to include – throwing away wrappers of any sort is prohibited. All participants must carry their rubbish with them and dispose of properly in a rubbish bin. The permittee must not re-open Mount Buffalo until the riders are clear of the road.

Park	**Conditions**
Mount Buffalo National Park	This permit provides approval for Parks Victoria managed land/waterways only. It is the Permittees responsibility to ensure that they have all of the appropriate permits from the delegated land managers for their activity.

Annexure A

Plan

See attached



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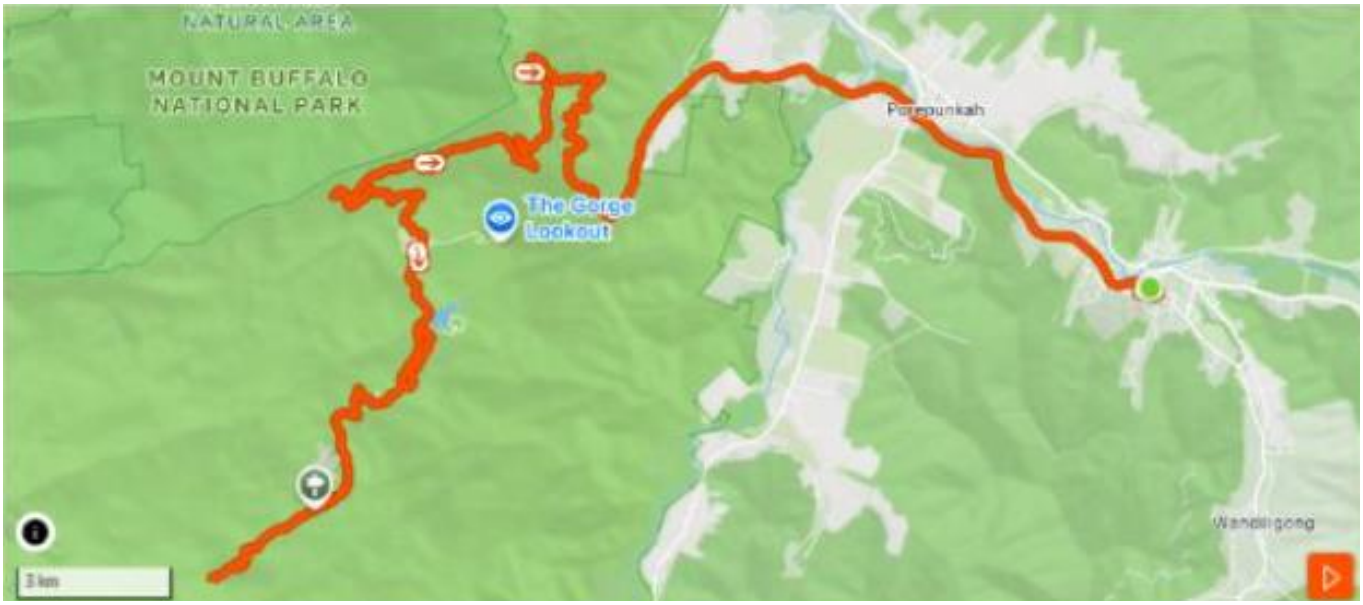



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NOTES
1. Traffic Controller to conduct a risk assessment of the area before commencing traffic control work.
2. Plan is not to scale & subject to change.
3. Cover all existing Speed Signs and any other conflicting signage.
4. The Location of the Signs may vary slightly to Improve the Visibility and Effectiveness.
5. Traffic Controller is to be given a break for 15 minutes at a minimum of every 2 hours.

DATE: 6/12/26

Contact Numbers:

Emergency Services:	000
Department of Transport:	1300 107 757
Public Transport Victoria:	1800 800 007
Work Safe:	13 23 60

TRAFFIC CONTROLLER INSTRUCTIONS:

1. Contact TMC 1300 107 757 to activate MOA (If Applicable)
2. Always remain vigilant to your surroundings when implementing and dismantling all traffic control devices.
3. Note any changes to TGS in use on the plan, give reasons on SWMS, all traffic staff on site must sign onto the SWMS
4. Drive through site and check signage is visual from drivers perspective.
5. Use radios to communicate, traffic flow may be stopped for work site movements.
6. Monitor signage regularly, weigh down signs in windy weather.
7. Stay safe and remember your escape zone.
8. Implement and dismantle devices according to Code Of Practice.
9. Contact 1300 107 757 to deactivate MOA at conclusion of shift.
10. Priorty must be given by Traffic controllers and workers to all Emergency Vehicles.

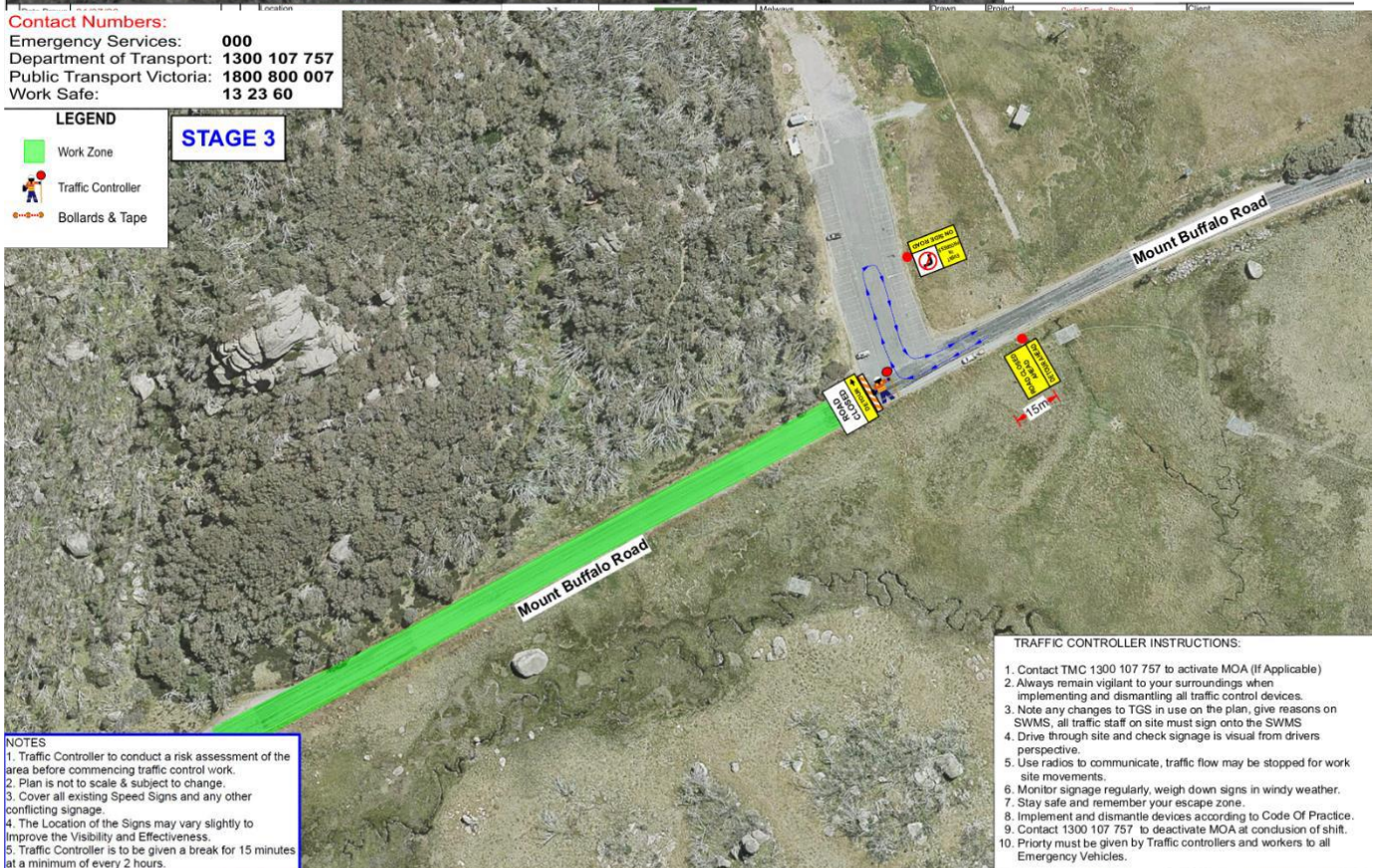
Contact Numbers:

Emergency Services:	000
Department of Transport:	1300 107 757
Public Transport Victoria:	1800 800 007
Work Safe:	13 23 60

LEGEND

- Work Zone
- Traffic Controller
- Bollards & Tape

STAGE 3



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Date Drawn	07/07/26			Location	Tour of Bright, Bright	Melways	Drawn: LISA V
Scale	NTS			Municipality	Alpine Shire Council	This Traffic Management Plan is not to scale and is intended for use as a guide only. Sign positions are indicative only and may need to be adjusted due to traffic conditions during works. M1 Traffic Control Pty Ltd accepts no responsibility for incorrect installation if implemented by others. Work site to be fully compliant with Code of Practice Worksafe Safety - Traffic Management and AGTTM	Designed: LISA V
				Date of Works	AS PER APPLICATION		Checked: LISA V
1.0 07/07/26	Issued for implementation.	LV	LV	Time	AS PER APPLICATION		Authorised: LISA V
REV Date	Description	Drawn	Appr				

N W E S

TRAFFIC & LABOUR
GIPPSLAND VALLEY
67 Drummond Rd Shepparton Vic 3630
Phone: 1300 932 229
Email: planning@m1trafficcontrol.com.au
ABN: 43 659 173 574

Project	Cyclist Event		Client
Title	Alpine Cycling Club - Tour of Bright, Bright (Cyclist Event) TGS - 3180Y v1.0		alpine CYCLING CLUB
Arrow Boards : 0	MMS : 3	Utes : 1	
Status :	Issued for Implementation		Client Contact:

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