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abn 88 940 950 118

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# **NON – COMMERICAL PERMIT APPLICATION**

# Application to conduct organised Events & Activities on Public Land Managed by Phillip Island Nature Park

Please complete the steps below and forward your application to Phillip Island Nature Park for assessment.

Event Permit Applications will only be assessed when complete. Permits will only be issued when payment is made in full. Processing time for a permit application is generally two weeks, depending on the nature of the proposal.

conditions set out in this a	tion for an Activity or Event Per application and additional location bligation to accept the application.	or special condi		
Organisation:	VHPA (Victorian Hang g	liding & Parag	liding Association)	
Contact Name:	Mark Griffin	Position:	VHPA Representative	· ·
Signed:	Mar	k Griffin	Date:	06.11.2022

DATE/S	SCHEDULE OF EVENTS	VENUE
Ongoing	Ongoing Paragliding and Hang Gliding Activities.	
	Nov 2022- Dec 2023	

### **Event Permits**

Are not transferable\*;

- Are for the use of the applicant specified in this form only;
- Are issued on the basis that the Permit Holder accepts the <u>all</u> permit conditions. Permit holders operating outside specified conditions risk permit suspension or cancellation;
- Are only valid with Public Liability Insurance or WorkCover (if applicable);
- Do not grant exclusive access to the Park or other area managed by Phillip Island Nature Park
- 'Transfer' means to give, sell or otherwise assign a permit to another person, company or association, whether for a cost or free and includes any sale, changes of control other assignment as a result of sale of the entity holding the licence or permit.

Please carry your approved permit with you while conducting the approved activity or event



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СН	ECKLIST	MG
1.	You have discussed your Permit Application with the relevant Phillip Island Nature Park staff member (call 03 59512800 for details).	MG
2.	You have completed the Applicant details (Part 1 of this application) and proposed activity or event details (Part 2 of this application)	MG
3.	You have read and understood all Phillip Island Nature Park Permit Terms and Conditions	MG
4.	You have attached to this application all relevant Permit fees (Note that if paying by cheque, all cheques must be made payable to " <i>Phillip Island Nature Park</i> ")	
5.	You have attached evidence of Public Liability Insurance (Certificate of Currency).	MG
6.	You have read, understood and signed the insurance, release and indemnity provisions (Part 6 of this application)	MG
7.	You have signed the Permit application/renewal authorisation on Page 1	MG
8.	You have attached copy of Accreditation evidence (if applicable)	N/A
ļ	pplications should be forwarded to – Phillip Island Nature Park, Environment Department, PO Box 97, Cow	ves VIC 3922

Permit Applications will only be assessed when complete

Phillip Island Na	iture Park Approval
Permit -	
X Authorised	d
Not Authori	sed
Date Permit Issued:	9/11/2022
Permit Period: From	Nov 2022 To: Dec 2023
Name:	Ben Thomas Position: Environment Ranger
Signed:	Date: 9/11/202
Permit Number:	NCP013
<u>Note</u> : This permit is not va Island Nature Park.	alid until signed by the Phillip Island Nature Park authorising officer AND payment has been received in full by Phillip



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# WHO REQUIRES A PERMIT?

Phillip Island Nature Parks' public land use permit system enables better management of noncommercial activities and events occurring on beaches, coastal and woodland areas within the Nature Parks. The permit system helps protect environmental, cultural, and social values, while ensuring events or activities are directed to the most suitable places.

Permits are required for any non-commercial group, organisation, or individual conducting events, functions, programs, lessons, or activities on Public Land managed by Phillip Island Nature Parks. This includes, but is not limited to:

- Surfing or water safety lessons •
- Surfing competitions
- Surfing club events •
- Community events (e.g. Whale festival) •
- Weddings or similar ceremonies and celebrations •
- Group functions or activities •
- Recreation or sporting competitions or events •
- Training or outdoor education activities •
- Activities or events held by clubs. .

Fees may be waived in some instances, but permits are always required and a security bond may still be applied.

All events, activities and/or education held in areas managed by Phillip Island Nature Park must comply with government and industry standards, including Adventure Activity Standards, Australian Sports Commission, and International Surfing Association.

Phillip Island Nature Park is unlikely to issue a permit if the proposed activities or events:

- Are likely to substantially limit the experiences and enjoyment of park or reserve visitors, or the rights of the park or reserve neighbours.
- Cause unacceptable impact on cultural or natural environment or assets
- Coincide with other activities or events already planned or expected to occur at the same time and place, or are . incompatible with these activities
- Involve access to areas normally limited to administrative access or closed for resource protection or safety reasons
- Breach any form of legislation •
- Portray activities that are not generally permitted or appropriate in the park or reserve in the opinion of Phillip Island Nature Park.



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# INFORMATION FOR PERMIT HOLDERS

### Event or Activity Permits may be varied:

- To change the areas which Permit Holders may use, for reasons including visitor safety and environmental reasons or any other reasons that Phillip Island Nature Park deems appropriate from time to time;
- At the request of a Permit Holder on payment of the specified fee to Phillip Island Nature Park;
- By mutual agreement in writing.

### Phillip Island Nature Park Permits are:

- Issued (where applicable) pursuant to the provisions of one or more of the following legislation:
  - Aboriginal and Torres Strait Islander Heritage Protection Act 1984
  - Aboriginal Heritage Act 2006
  - Catchment and Land Protection Act 1994
  - Coastal Management Act 1995
  - Conservation, Forest & Land Act 1987
  - Country Fire Authority Act 1958
  - Crown Land (Reserves) Act 1978
  - Crown Land Reserves (Phillip Island Nature Park) Regulations 2010
  - Disability Act 2006
  - Emergency Management Act 1986
  - Environment Protection Act 1970
  - Fisheries Act 1995
  - Flora & Fauna Guarantee Act 1988
  - Forests Act 1958
  - Heritage Act 1995
  - Land Act 1958
  - Land Conservation (Vehicle Control) Act 1972
  - Local Government Act 1989
  - Marine Act 1988
  - Native Title Act 1993
  - Occupational Health & Safety Act 2004
  - Planning and Environment Act 1987
  - Wildlife Act 1975

# Event Permits do <u>not</u> grant exclusive access to a beach, park or reserve managed by Phillip Island Nature Park.

PART 1 – APPLICANT DETAILS

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Event Permit to be issued to: (please ✓ tick)	Phillip Island Nature Park is collecting the
□ Individual - go to 1A	information on this form so that your application for an Event Permit or renewal can be considered. Phillip Island Nature Park will also use this information to assess your compliance with Permit
Company or Incorporated Association - go to 1B	
1A Where Permit is to be issued to an	To be completed by ALL APPLICANTS
INDIVIDUAL	Trading name/s:
Surname:	VHPA
Given Name:	
	Productored for CST: (places of tick)
	Registered for GST: (please ✓ tick)
1B Where Permit is to be issued to an COMPANY OR INCORPORATED	Yes 🗆 No 🗖
ASSOCIATION	Australian Business Number (ABN) (if applicable):
Company or Association Name:	
VHPA	29582506455
Australian Company Number (ACN) or Incorporated Association Number:	
20582506455	Address for correspondence or registered office address:
29582506455	VHPA
	PO Box 157 Northcote
	VIC 3070
Signature of Director(s) or Authorised Officer(s) of the Incorporated Association	
Signature: Mark Griffin	
Surname: Griffin	Telephone (Business hours):
Given Name: Mark	
	Telephone (After hours):
Surname:	
Given Name:	Mobile: 0400662854 (Mark Griffin)
Signature:	Email: president@vhpa.org.au
Surname:	Website: https://www.vhpa.org.au
Given Name:	Please note: The Director(s) or Authorised Officer(s) by their execution of this document each agree to act as a guarantor in respect of the applicant's obligations under this Permit in the event that such Permit is granted.

**Recreational Permit Application** 

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# PART 2 – DETAILS OF EVENT OR ACTIVITY

### **Event Type**

Competition		Surf School /	Water Safety		
Promotion		Club	Event	(please	specify)
Other (please specify) Ongoing Paragliding and Hang G	liding	Activities			

Event Organiser:	VHPA	
Event Name:	Paragliding and Hang Gliding	
Type of Event:	Paragliding and Hang Gliding	

Location of Event:

• Surfies Point (end of Dunvegan av). Forrest caves - from ground level (no dune access permitted) Anzacs - from ground level (no dune access permitted)

No. of Participants No of Spectators N/A	Pilots with current SAFA licence/registration (VHPA is the regional association of SAFA)
No of Vehicles:	N/A
Types & No. of Structu	
Anticipated Duration o	f Event : N/A

### Further details of proposed event

lf yo	ou answered YES to any of the questions above, Please provide information on	a separate p	iece of	paper	
•	Will the proposed event have any impacts outside the park, eg: traffic, noise or parking?	YES	NO	NO	
•	Will any special parking arrangements be required in the Park?	YES	NO	NO	
•	Will vessels be used?	YES	NO	NO	I

### and attach with permit application.

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# PART 3 - CONDITIONS OF PERMIT

Permit conditions are imposed to protect the natural and cultural features and the enjoyment and experience of visitors.

### 3A General Conditions

The following conditions apply to events, activities, programs and lessons held on beaches and coastal reserves managed by Phillip Island Nature Park.

### **DEFINITIONS & INTERPRETATION**

"PINP" means Phillip Island Nature Parks

"**Permit Holder**" means the applicant for the permit specified in the application for this permit. It also includes employees, agents, sub/contractors and invitees.

"Permit Period" means the period set out I the permit.

"Site" means the site or sites to be used or occupied under the Permit.

"**Property**" means the topography of the Site and all vegetation, man-made features, improvements, works, buildings, fixtures, and other things on or at the Site.

A reference to PINP Land includes all lands and authorisations and regulations listed under the *Crown Land (Reserves) Act* 1978.

# The Permit Holder acknowledges and agrees to comply with the following conditions:

- Apart from exercising any rights specifically granted under this Permit, the Permit Holder must not do anything or engage in any activity which:
  - may damage PINP, Public or Crown Land; and/or
  - may damage PINP property; and/or
  - may conflict with the purpose for which the PINP land has been reserved by the Crown.

If the Permit Holder is unsure as to whether its Event will cause a breach of General Condition 1, the PINP Environment Manager or representative should be consulted before commencing the Event.

- 2 The Permit is to be construed having regard to the authorising legislation applicable to the Site, whether it be the *Crown Land Reserves Act 1978* or the *Crown Land Reserves (Phillip Island Nature Park) Regulations 2010*, or any other legislation (refer page 4).
- 3. The Permit Holder must at all times comply with any legislation governing the Park within which the permit activity takes place.
- 4. The Permit Holder and the Permit Holder's employees, agents and clients must obey all reasonable directions given by an authorised PINP Officer at the site/s of the Event.
- 5. Feeding or handling of wildlife is prohibited.
- 6. No fires are permitted on Phillip Island Nature Park Land.

- 7. The Permit Holder must:
  - a. develop and maintain an Emergency Response Plan for each event that outlines procedures to be followed in the event of natural or other disaster, injury, illness or delay, and such plans must be sent to PINP for approval and filing;
  - ensure the safe evacuation of clients and vehicles in the event of any natural or other disaster adjacent or near approved routes;
  - c ensure that appropriate procedures are in place to minimise the risk of potential hazards to visitors, participants, volunteers, employees and spectators of the Event, including the management of traffic, if required. PINP may, at its discretion, request the preparation of a traffic management plan. Guidelines for the preparation of an event traffic management plan are available from PINP on request;
  - d ensure that a designated First Aid Officer is in attendance at the site of the Event at all times;
  - e notify the appropriate Phillip Island Nature Park Ranger of any natural or other disaster, or contact the PINP Main Reception area on 59512800.
- Only those activities which are specified in the Permit are allowed to be conducted during any event.
- 9. The Permit Holder must ensure that the Event does not damage, destroy, disrupt, disturb or involve the removal of any native flora (live or dead) or any native fauna (alive or dead) from the Event site or erect or place any structure which may indirectly destroy, disrupt, disturb or cause an evacuation or abandonment from the vicinity of fauna. In the event that this occurs the Permit Holder shall be responsible for restoring the affected area to its original condition at the Permit Holder's own expense.
- 10. The Permit Holder must ensure all participants, spectators, sponsors, Permit Holder employees or clients of any events or activities must remain on formalised pathways, tracks, reserves and parking areas at all times. Entry into areas set aside for the re-establishment of natural vegetation, or for the protection of flora or fauna, geological or geomorphological features, or cultural or historical values is strictly prohibited.
- 11. The Permit Holder must use its best endeavours to ensure that all persons involved with the Event behave in an appropriate manner that respects the environment.

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# PART 3 – CONDITIONS OF PERMIT (cont'd)

- 12. Noise is to be kept to a minimum at all times and a minimum distance is to be kept between Event participants and wildlife colonies. This minimum distance shall be determined by PINP management and will be based on seasonable variations in fauna distributions.
- 13. No litter, rubbish, signage, waste or unwanted structures are to be left on PINP land after the completion of the Event. In the event that this occurs the Permit Holder shall be responsible for restoring the affected area to its original condition at the Permit Holder's own expense.
- 14. The Permit Holder must not damage, deface, remove or otherwise interfere with any building, structure, natural feature or cultural heritage place. This includes creating new access trails. In the event that this occurs the Permit Holder shall be responsible for restoring the affected area to its original condition at the Permit Holder's own expense.
- 15. Portable toilets must be supplied by the Permit Holder if the facilities available are insufficient to cater for the number of people at the Event.
- 16. Vehicles and drivers used to transport Event participants, volunteers, visitors, spectators and/or employees or agents of the Permit Holder must meet Vic Roads licensing guidelines including any necessary endorsement for the vehicle type. All vehicles carrying passengers in Victoria must be appropriately licensed by Vic Roads or equivalent interstate road traffic authority as passenger vehicles and must abide by the specific conditions of that Licence.
- 17. The Permit Holder must not drive or allow an employee, agent or client to drive a vehicle at the PINP site/s except on roads constructed for the passage of vehicles with four or more wheels.
- 18. The Permit Holder must not drive or allow an employee, agent or client to drive a vehicle on PINP roads that are permanently, temporarily or seasonally closed by gates, signs or public notice, unless special conditions on the Permit grant such access.
- The Permit Holder is not permitted to arrange or allow any aircraft within PINP for any purpose, including filming, photography or promotional purposes.
- 20. PINP reserves the right to suspend or cancel a permit for any Permit Holders found:
  - a. to be operating outside their Permit conditions;
  - b. to be operating outside relevant PINP regulations; or
  - c. to have breached of the terms and conditions of their Permit
- 21. No signs or advertising material are to be erected on the Site without written consent from PINP.

- 22. Phillip Island Nature Park reserves the right to vary or restrict the Permit. Examples may include where fire danger exists, where there are concerns regarding a culturally or environmentally sensitive area, or where unforeseen circumstances arise which present immediate threats to habitat, wildlife or public safety.
- 23. If a conflict or dispute arises from, or in connection with the Permit, the Permit Holder agrees to comply with the following dispute resolution procedures:
  - a. The Permit Holder shall use its best endeavours to resolve the dispute between itself and PINP, but failing such resolution; the dispute shall be determined by mediation pursuant to the legislation currently applicable in Victoria.
  - b. The Mediator is to be appointed by PINP or the Permit Holder. Failing agreement on the Mediator, the Mediator is to be appointed by the President of the Law Institute of Victoria.
  - C. The costs of any such Mediation shall be shared equally between all involved parties and any determination made by the Mediator shall be advisory in relation to the dispute.
- 24. The Permit Holder must ensure that participants in the Event are informed prior to the commencement of the Event about environmental impact concerns in the vicinity of the Event site.
- 25. The Permit Holder must not bring on to the Site more than the number of persons or vehicles specified in the Permit without consent of Phillip Island Nature Park.
- 26. Loud sound effects or the use of a sound amplifier system on the Site will not be permitted, except on days and at times specified by Phillip Island Nature Park.
- 27. The Permit Holder must not do anything on the Site that is or may be dangerous, annoying or offensive or that may disturb or cause injury to other persons.
- 28. Rescheduling by Applicant. If the Event Organiser wishes to reschedule the Permit Period, eg: due to unfavourable weather, Phillip Island Nature Park must be notified as soon as possible and the proposed rescheduling date must be agreed upon by both parties. Any reasonable cost incurred by Phillip Island Nature Park as a result of rescheduling may be charged to the Permit Holder.
- 29. Termination of the Permit. Phillip Island Nature Park or any appropriately authorised person may terminate this Permit without notice if the Permit Holder commits a breach, which is deemed by Phillip Island Nature Park or its authorised staff to be deliberate, fraudulent, grossly negligent, or amount to serious misconduct or may create serious risk to any persons or property.

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# PART 4 – LOCATION & SPECIAL CONDITIONS

In addition to the general conditions, the Permit Holder must comply with any Adventure Activity Standards (AAS) relevant to activities carried out under the Permit, or where an AAS is not applicable, the Permit Holder must comply with standards relevant to activities carried out under the Permit in line with the Australian Sports Commission, Victorian State Government standards or International Surfing Association.

- No paragliding activities along the Nature Parks north coast beaches (Cat Bay and Flynn's Beach) or Summerland Peninsula and Colonnades' cliff area.
- Paragliders must carry an approved copy of the permit with them
- Must not glide between sunset and sunrise (avoid migratory birds)
- Must be at least 100m from any wildlife refuges

Approved Locations for gliding:

- Surfies Point + end of Dunvegan av
- Forrest caves from ground level (no dune access permitted)
- Anzacs from ground level (no dune access permitted)

Any access to Bass Coast Shire beaches and other non-Nature Parks areas, please contact them directly

### 4A LOCATION-SPECIFIC CONDITIONS

Permit applicants will be advised of any current conditions when applying for Permit and will be advised in writing if new conditions arise.

### 4B PERMIT APPLICANT'S COMPLIANCE PROCEDURES

Prior to any Permit being granted, the applicant will need to complete the following section which must meet with the approval of Phillip Island Nature Park.

What forms of First Aid are available at Event?	N/A	
Specify how litter (if any) will be disposed of:	N/A	Ι
Will there be a need to close roads for the Event?	No	I

## Please attach details of any emergency response plan, risk assessment plan &/or Occupational Health and Safety audit.



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# PART 5 – FEE & PAYMENT DETAILS

# TAX INVOICE Phillip Island Nature Parks ABN 88 940 950 118 PO Box 97, COWES VIC 3922 Operators or Organisers of Events or Activities are required to pay a Phillip Island Nature Park Public Land Use Fee and Security Bond to run an event. Public Land Use Fee: \$ (if applicable) Total Permit Fee: \$ (if applicable)

Payment Amount:	
Permit Fee:	\$ I
Total:	\$ I
Payment Method:	(please ✓ tick)
Credit Card	Cheque (made payable to Phillip Island Nature Park)
Visa	Mastercard
Card Number:	
Name on Card:	Expiry:
Signature:	

### Please note that:

- The permit application fee contributes to the cost of processing your application & is not refundable.
- Permit fees are for a financial year and expire on 30 June. No pro rata rates apply.
- The listed fees are inclusive of the Goods & Services Tax (GST)



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# PART 5 – FEE & PAYMENT DETAILS (cont'd)

		Sporting Events	Media	Celebrations
Not	e: Late Processing Fees may apply.			
PUI	BLIC LAND USE FEE			
A. F	Photography			
Pro	fessional commercial photography			
•	Location fee per day			
•	Guide/ranger supervision per hour (applied at Phillip Island Nature Park's discretion)			
B. (	Competitions			
Pro	fessional sporting competitions, carnivals and rallies			
•	Location fee per day			
•	Guide/ranger supervision per hour (applied at Phillip Island Nature Park's discretion)			
•	Multiple usage per year:			
	2 to 6 times per year			
	7 to 12 times per year			
C. E	Educational & Non-Profit Clubs			
Stu	dents, universities, interest groups, non-commercial	\$2.40 per adult		
spc	orting clubs and associations	\$1.60 per child		
		To be invoiced		
		after event		
•	Location fee per day			
•	Guide/ranger supervision per hour (applied at Phillip Island Nature Park's discretion)			
D. /	Activities-based training, team building etc			
•	Location fee per day			
•	Guide/ranger supervision per hour (applied at Phillip Island Nature Park's discretion)			
•	Multiple usage per year:			
	2 to 6 times per year			
	7 to 12 times per year			
	greater than 12 times per year			
E. (	Celebrations			
We	ddings, festivals and special events			
•	Location fee per day			
•	Guide/ranger supervision per hour (applied at Phillip Island Nature Park's discretion)			
othe	For Churchill Island, weddings, festival and special events, er terms and conditions apply. Please contact the Marketing partment directly on 59512800 to book your celebration or nt.			



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# PART 6 – INSURANCE & INDEMNITY

### In this Part:

"Approved Insurer" means an insurer that is APRA endorsed and/or AAA rated by Standard & Poors

"Insured" means the Permit Holder, Phillip Island Nature Park, and Other Relevant Parties including their officers, employees, agents, contractors, subcontractors, invitees and their successors and assigns.

"Other Relevant Parties" means the Minister for Environment & Climate Change, Minister for Planning, the Secretary to the Department of Sustainability and Environment, the Secretary to the Department of Primary Industries, the Minister of Ports, Minister for Water, Bass Coast Shire Council and any other body delegating its powers to Phillip Island Nature Park.

"Permit Holder" means the applicant for the Permit specified in the Permit application form.

"Term" means the period of operation of the Permit.

"Site/s" means the site or sites to be used or occupied under the Permit.

### 1 INSURANCE

1.1 The Permit Holder must effect and maintain, jointly in the names of the Permit Holder and PINP, with an Approved Insurer the following insurance policies ("**Policies**"):

### (a) Public Liability Insurance

A public liability insurance policy for not less than \$10 million (or any greater amount required by PINP) in respect of any single claim arising out of the activities of the Insured, covering all claims arising out of (but not limited to):

(i) loss, including financial loss, destruction or damage to real or personal property and ensuing loss of use of that property;

(ii) death, personal injury or disease of persons.

### (b) Employer's Liability Insurance

A insurance policy in accordance with the *Accident Compensation (WorkCover Insurance) Act 1985* and related Acts or regulations which covers any damage, loss or liability suffered or incurred by any person engaged by the Permit Holder.

### (c) Product Liability Insurance

A product liability insurance policy (if deemed necessary by PINP) for not less than \$10 million (or any greater amount required by PINP) in respect of any single claim arising out of the activities of the Insured.

- 1.2 The Permit Holder must effect and maintain the Policies in the name of the Insured, and note the interests of the Other Relevant Parties on the Policies.
- 1.3 The Permit Holder must ensure that the Policies contain provisions under which PINP will be notified of any changes to the Policies.

1.4 The Permit Holder must provide PINP with:

(a) a certificate of currency for the Policies which clearly confirms the requirements of the preceding clause 1.2–

(i) prior to the Permit commencement date; and

(ii) within 14 days of each anniversary of the commencement date throughout the term and any renewed terms (if applicable); and

(iii) at any other time upon request by PINP;

(b) a copy of the Policies upon request by PINP. PINP shall have the right to insist on any amendments to the policy wording or limits as it reasonably requires.

1.5 The Permit Holder must promptly notify PINP if:

(a) an event occurs which may give rise to a claim under the Policies or which may invalidate any of the Policies; or

(b) any of the Policies are cancelled.

1.6 The Permit Holder must not do anything or allow anything to be done which may:

(a) adversely affect any insurance held in connection with the Site/s; or

(b) increase the premium payable for any insurance held in connection with the Site/s.

- 1.7 The Permit Holder 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 the Permit.
- 1.8 The Permit Holder shall deliver upon request to PINP copies of any policies required to be entered into by it pursuant to clause 1.7 and PINP shall have the right to insist on any amendments to the policy wording or limits as it reasonably requires.



### 2 RELEASE

2.1 The Permit Holder agrees that it:

(a) occupies and uses the Site/s at its own risk;

(b) has inspected the Site/s and is of the opinion that the Site/s is safe and suitable for the activities of the Permit Holder.

2.2 The Permit Holder releases Phillip Island Nature Park and Other Relevant Parties from:

(a) all claims and demands resulting from any accident, damage, death or injury occurring at the Site/s or any other area used by the Permit Holder in connection with this Permit; and

(b) all loss, cost, damage, liability or other detriment (whether direct or consequential) suffered or incurred by the Permit Holder, as a direct or indirect result of the Permit Holder's occupation and use of the Site/s or other areas used in connection with this Permit, except to the extent that such loss was caused or contributed to by the negligence of PINP.

(c) any loss suffered by the Permit Holder as a direct or indirect result of the cancellation, amendment or suspension of the Permit by PINP or any Other Relevant Parties.

### 3 INDEMNITY

3.1 Except to the extent caused or contributed to by the negligence of PINP, the Permit Holder is liable for and indemnifies PINP and the Other Relevant Parties against all liabilities, actions, claims,

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demands, losses, damages, costs and expenses (whether direct or consequential) for which any of PINP or Other Relevant Parties may be liable arising from or connected to:

(a) the default of the Permit Holder under this Permit;

(b) the Permit Holder's use of the Site/s or any other area used by the Permit Holder in connection with this Permit;

(c) loss, damage, or injury to property or persons caused or contributed by the Permit Holder's act, omission, default or negligence; or

(d) any breach of environmental laws or occupational health and safety laws by the Permit Holder or its employees or agents.

- 3.2 This clause is intended to operate for the benefit of PINP and the Other Relevant Parties. However, if required by PINP or the Other Relevant Parties at any time after the execution of this Permit, the Permit Holder will enter into a separate deed of indemnity or release with the Other Relevant Parties in substantially the same terms as this clause.
- 3.3 The Permit Holder must ensure that PINP and the names of the 'Other Relevant Parties' are included in its insurance policies in accordance with clause 1.2 and also documented in any certificate of currency for such insurance.

I have read and understood the insurance, release and indemnity provisions and consent to be bound by these provisions.		
Signed:		
Mark Griffin Date:	06.11.2022	I
Name:	Mark Griffin	Position: VHPA Rep
Company:	VHPA	

# PART 7- ATTACHMENTS

### Where required, please attach:

- 1. CERTIFICATE OF CURRENCY FOR PUBLIC LIABILITY INSURANCE AND IF APPLICABLE, PRODUCT LIABILITY INSURANCE
- 2. SITE PLANS, SCENE PAGES, SAFETY REPORTS OR OTHER DOCUMENTS.



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# PART 8 - COVID19 CONDITIONS OF PERMIT

Events and gatherings held on Phillip Island Nature Parks managed land must abide by the directions of the Chief Health Officer and the Department of Health and Human Services, with specific regard given to the size of gatherings, and the number of people reasonably expected to attend.

Permits will be issued subject to adherence to all guidelines, and the completion of a permit holder's risk assessment which comprehensively addresses the physical distancing and hygiene protocols to be implemented and enforced.

Any permits that have been approved for a future date may be subject to change, and any changes will be informed by the directions of the Chief Health Officer.

Key points

- Physical distancing must be practised for the duration of the event, and must include the enforcement of 1.5m between attendees
- It is expected that good hygiene will be practised throughout the duration of the tour, group, or event, and each permit holder is responsible for supplying hand sanitiser for anyone in attendance
- If you are feeling unwell or are displaying any symptoms, you must not attend and you must cancel and/or reschedule your event/ tour.

Please review the information provided at the below links to ensure your proposed event will be able to adhere to the minimum conditions as advised above, before applying for a permit. **Department of Health and Human Services Resources:** 

https://www.dhhs.vic.gov.au/coronavirus https://www.dhhs.vic.gov.au/victorias-restriction-levels-covid-19 https://www.dhhs.vic.gov.au/how-stay-safe-and-well-covid-19