

Date Executed

Event Permit

Permit Number: CA-9999

Permit Name: Example permit

Crown Land (Reserves) Act 1978 – Section 17(2)

Parks Victoria

and

John Citizen

General conditions

1. Definitions

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

Additional Conditions means the location or activity specific conditions set out in Schedule 3.

Alternative Times of Access means any alternative or back-up Times of Access for an Event that is weather dependent that are specified in Schedule 2.

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).

Bump-out Period means the period of time specified for the purpose of Bump-out in Schedule 2.

Deposit means the amount (if any) set out in item 8 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.

General Conditions means clauses 1 to 30 of this Permit.

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 4 of Schedule 1 and where it is consistent with the context includes the Manager's employees and agents.

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

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

- *Occupational Health and Safety 2004 (Vic);*
- *Occupational Health and Safety Regulations 2017 (Vic);*
- *Dangerous Goods Act 1985 (Vic);*
- *Dangerous Goods (Storage and Handling) Interim Regulations 2011 (Vic);* and
- *Work Health and Safety Act 2011 (Cth).*

Park means the Park, Reservoir land, Port or Waterway (as the case may be) 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* and includes, where the context so admits, its authorised officers.

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 7 of Schedule 1.

Permit Period means the period set out in item 6 of Schedule 1.

Permitted Purpose means the purpose set out in item 5 of Schedule 1.

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 or regulations specified on the cover page of this Permit.

Responsible Authority means the party named in item 2 of Schedule 1 and includes the Responsible Authority's successors and assigns and where it is consistent with the context includes the Responsible Authority's employees and agents.

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

Special Conditions means the special conditions (if any) set out in Schedule 3.

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 specific dates and times of access within the Permit Period set out in Schedule 2.

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 Schedule 3 and another provision of this Permit, the Special Condition prevails. If there is an inconsistency between an Additional Condition in Schedule 3 and a General Condition of this Permit, the General Condition applies to the extent of the inconsistency.

3. Manager

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

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

4. Minister

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

5. Permit

- 5.1. The Responsible Authority grants the Permittee the right to use the Permit Area subject to:
 - 5.1.1 the terms and conditions contained in this Permit;
 - 5.1.2 all encumbrances affecting the Permit Area;
 - 5.1.3 any reservations in this Permit;
 - 5.1.4 the right of the Responsible Authority to:
 - (a) determine all areas of access to and egress from the Permit Area; and
 - (b) close access to the Permit Area and the Park in an emergency as may be necessary for the Responsible Authority to carry out its statutory functions;

- (c) restrict or prevent access to the Park or the Permit Area for such time as the Responsible Authority considers necessary in connection with a Major Event;
 - (d) conduct, or authorise any other person to conduct works in or about the Permit Area or Park, which may be of a temporary or permanent nature carry out;
- 5.1.5 the rights of the public in relation to the Park and areas adjacent to the Permit Area;
 - 5.1.6 the condition precedent that the Permittee complies with the obligations under clauses 6, 7.1, 18.1, 18.2 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 This Permit is personal to the Permittee and may not be assigned. Where the Permittee is a corporation, the Permittee must not effect a change in the control of the corporation, or a change in the holding of more than one-half of its issued share capital (either beneficially or otherwise) without the prior written consent of the Responsible Authority.

6. Permit Fee

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

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

8. 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.
- 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.
- 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 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 and are identifiable by official uniforms or name tags throughout the Times of Access.
- 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. Alternative Times of Access

If an Event is weather dependent and Alternative Times of Access are specified in Schedule 2, the Permittee must notify the Responsible Authority as soon as reasonably practicable that the Event is to be re-scheduled to the Alternative Times of Access. Unless the Permittee notifies the Responsible Authority in accordance with this clause the Alternative Times of Access will not apply.

12. Equipment

- 12.1 The Permittee must not bring any equipment on to the Permit Area apart from the equipment specified at item 11 of Schedule 1 without the prior written consent of the Responsible Authority.
- 12.2 Any approved equipment 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:
 - 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 must promptly repair any damage to the Permit Area or to the Park to the extent caused or contributed to by the act, omission or default of the Permittee or the Permittee's Members and Agents.
- 13.5 The Permittee must carry out repairs within 14 days of being served with a written notice of any defect or lack of repair which the Permittee is obliged to make good under this Permit. If the Permittee does not comply with the notice, the Responsible Authority may carry out the repairs and the Permittee must repay the cost of such repairs to the Responsible Authority on demand.

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 codes of practice, and if relevant, marine laws (*Marine Safety Act 2010, Marine Safety Regulations 2012, Port Management Act 1995, Port Management (Local Ports) Regulations 2014* 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 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 10 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 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 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 very high, severe, extreme or code red (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 Event or Permit Period

The Permittee must prior to the end of each Event or associated Time of Access (including Bump-out Period) and in any event prior to 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, facilities 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 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 \$20,000,000 (or any greater amount required by the Responsible Authority) (Policy) in respect of any single claim arising out of the activities of the Permittee, covering all third party claims arising out of:

- (a) loss, including financial loss, destruction or damage to real or personal property and ensuing loss of use of that property; and
- (b) death, injury to, or disease of persons; and

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.

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 18.2 have been complied with:

- (a) prior to the commencement of the Permit Period;
- (b) within 14 days of the renewal of the Policy throughout the Permit Period; and
- (c) at any other time upon request by the Responsible Authority;

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

18.3.3 a copy of the Policy 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
 - 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 end this Permit 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 Termination of Permit

Where there is evidence of unruly behaviour, an emergency or a risk to any persons in or about the Permit Area associated with the use of the Permit Area for the Permitted Purpose, or if the Permittee is in breach of clause 18, the Responsible Authority may terminate the Permit immediately by written notice to the Permittee and any Permit Fee paid by the Permittee will be forfeited.

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.
- 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 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.

25.3 Remedies cumulative

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

26. Minister's Consent

- 26.1 This clause 26 will only apply where the Relevant Legislations is section 17B(1) of the Crown Land (Reserves) Act 1978.
- 26.2 The Permittee acknowledges and agrees that:
- 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 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 1 January 2009 (**Lease**) which expires on 31 December 2018, 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 or licensed 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:

- 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.