

MYSTIC

Third Party Operator Policy

This policy includes the process of review and approval for all third party operators within Mystic park.

This includes commercial providers, coaching and guiding services, non profit organisations, schools and other services such as bike set up.

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1 Summary

Elevation Mystic Operations Pty Ltd (EMO) are the exclusive operator responsible for the day-to-day operations, management, and development of Mystic Park. EMO require any operator undertaking commercial or other activity within the Mystic Park lease hold area to hold a current approval as a permitted operator. A map of the Mystic Park lease area can be found at Appendix 1.

This document contains information and approval processes for operators engaging in the delivery of; skills coaching, bike school services, guiding, and related commercial services or non profit organisations operating within the park. Separate agreement/s are required for additional commercial activities. Separate agreement and process is also required for any events to be held within the park.

Permitted operators will be required to complete the following process;

- Submission of Third Party Operator Application form
- Submission of evidence of competence (evidence of PMBI, AusCycling, or equivalent qualification)
- Submission of evidence of insurance
- Completion of a Mystic Park operator induction (to be completed post approval)

Operators will be required to renew their accreditation annually.

2 Purpose

The purpose of this process is to ensure that all operators in the park meet a minimum standard of competence and professionalism, while also ensuring compliance with statutory and legal requirements. This process protects the business interests of legitimate operators, while ensuring that all service providers in Mystic Park meet minimum service standards.

EMO is committed to working with operators to grow opportunities for coaching, guiding, and bike school, through further trail and infrastructure development, and improved communication and collaboration.

3 Reservation of Rights

EMO reserve the right to refuse registration, and/or terminate current registration of any operator if it deemed that the operator;

- Does not meet the minimum required standards determined by the EMO
- Has acted in a way that has compromised the safety of riders, staff, or the general public

- Does not hold the required level of insurance cover
- Has breached any part of the operator agreement

EMO reserves the right to restrict and/or exclude the access of commercial other services within the park.

4 Minimum Operator Standards

All operators providing coaching, bike school, and/or guiding services or other auxiliary services in Mystic Park must meet the minimum operator requirements noted below.

- Independent Accreditation: all staff involved in service delivery must hold a mountain bike coaching/guiding qualification from PMBI or AusCycling (or equivalent qualification)
- Insurance: operators must hold a current public liability insurance policy to a minimum claim value of \$20m. This policy must note *Elevation Mystic Operations Pty Ltd* as an interested party.
- Risk management: submit a risk management plan, which demonstrates that the operator has considered and appropriately managed all risks associated with their proposed activities.

5 Operator Responsibilities

In entering into an agreement with EMO, operators must commit to the following;

- Ensure all customers have a current Mountain Pass day pass or annual pass membership to Mystic Park before commencing a session
- Ensure all staff operating in the park undertake a EMO Third Party Operator Induction
- Limit activity within the Mystic Park to the scope of services approved in the agreement
- Comply with all terms and conditions in the EMO waiver, and rider responsibility code
- Maintain all relevant licenses and/or permits for their operation, which may be required by local, state, and national government bodies and related agencies
- Maintain a minimum public liability insurance cover of \$20m, specifically noting the activity of 'mountain biking', and noting interested parties as 'Elevation Mystic Operations Pty Ltd'.
- Ensure guiding/coaching ratios do not exceed a ration of 1/7 guides/customers, unless prior agreement is sought from EMO
- Ensure each guide/coaching staff member has a minimum workplace first aid (or equivalent) qualification, and carries a first aid kit at all times
- Comply with the direction of EMO, ASC, and/or HVP staff at all times
- Ensure no drones operate within Mystic Park

6 Fees and Charges

6.1 Option A- General Operator

Option A provides operators with the opportunity to operate as a General Operator. A General Operator will be provided with access and usage provisions as noted. EMO will not provide any promotional support to general operators.

Operators must agree to pay EMO all fees and charges as specified below. All fees and charges are payable prior to commencement of service delivery in Mystic Park.

Annual administration fee- \$300/per company

Additional staff administration fee- \$100/per annum (2 staff member applications will be provided free with each company application)

EMO charges administration fees on a cost recovery basis. No ongoing usage fees will be applied.

6.2 Option B- Preferred Operator

Option B provides operators with the opportunity to operate as a Preferred Operator. A Preferred Operator will be provided with access and usage provisions as noted.

Operators must agree to pay EMO all fees and charges as specified below. All fees and charges are payable prior to commencement of commercial service delivery in Mystic Park.

Annual administration fee- \$1,500/per company

Additional staff administration fee- \$100/per annum (3 staff member applications will be provided free with each company application)

EMO charges administration fees on a cost recovery basis. No ongoing usage fees will be applied.

6.3 Option C- Non Profit Operator

Option C provides non profit organisations, this includes guiding, coaching, cycling clubs or school providers wanting to bring groups into the park. This could include riding, walking or running providers.

Operators must agree to pay EMO all fees and charges as specified below. All fees and charges are payable prior to commencement of commercial service delivery in Mystic Park.

Annual administrative fee - \$150 per non profit organisation to cover administrative costs of inductions.

Additional staff administration fee- \$0/per annum (3 staff member applications will be provided free with each company application)

EMO charges only administration fees on a cost recovery basis. No ongoing usage fees will be applied.

6.4 Option D- Other Services

Option D covers all services that certain providers that includes but is not limited to

- Workshop or bike set up services
- Photography services
- Suspension set up
- Other supplementary mountain bike services

Operators must agree to pay EMO all fees and charges as specified below. All fees and charges are payable prior to commencement of commercial service delivery in Mystic Park.

Annual Administrative fee - \$300 per provider, this includes one staff member, any additional staffing will need to be reviewed on a case by case basis.

EMO charges only administration fees on a cost recovery basis. No ongoing usage fees will be applied.

7 Operator Benefits

7.1 Option A - General Operator

As an approved General Operator, the following benefits will be provided;

- a) Priority Communication: operators will be added to the EMO commercial operators communication channel, providing advanced notice of park news and operational updates.
- b) Approved Supplier branding: operators will be supplied access to Mystic Park approved supplier branding and artwork (once available).

Any misuse of operator benefits will result in the cancellation of future operator benefits.

7.2 Option B - Preferred Operator

As an approved Preferred Operator, the following benefits will be provided along with the General Operator benefits detailed above;

- a) Listing on the EMO web site as a Preferred Operator
- b) One social media post annually advertising the operator

Any misuse of operator benefits will result in the cancellation of future operator benefits.

7.3 Option C - Non Profit provider

As an approved General Operator, the following benefits will be provided;

- a) Priority Communication: operators will be added to the EMO commercial operators communication channel, providing advanced notice of park news and operational updates.

7.4 Option D - Other Services

As an approved General Operator, the following benefits will be provided;

- a) Priority Communication: operators will be added to the EMO commercial operators communication channel, providing advanced notice of park news and operational updates.

8 Application Process

Third Party Operators are required to submit an application form, along with the required attachments via email to info@elevationmystic.com. The application form can be found at Appendix 2.

EMO will assess all applications within 7 days of receipt.

EMO reserve the right to deny applications that have not met the minimum required standards.

9 Appendix 1- Mystic Park Map



10 Appendix 2- Application Form

Business/Non Profit Name:

Business Address:

ABN (if applicable):

Primary Contact:

Email Address:

Phone:

Web Site:

Social Media Handles:

Staff Members Applying for Accreditation

1. Name:
Accreditation:
2. Name:
Accreditation:
3. Name:
Accreditation
4. Name:
Accreditation:
5. Name:
Accreditation:

Summary of services provided:

Risk Management Plan Attached

Evidence of Capabilities:

- Issue certification or accreditation for staff members

Evidence of Insurances

- Minimum public liability insurance cover of \$20m, specifically noting the activity of 'mountain biking'
- Auscycling insurance or other relevant bike insurance insurance

11 Appendix 3- Third Party Operator Agreement

Summary

This agreement is made between **Elevation Mystic Operations Pty Ltd (Trading as Mystic Park')**, hereafter referred to as 'Party A', and hereafter referred to as 'Party B'.

The agreement pertains to the operation by Party B of a third party bike school, coaching, and/or guiding service or other services in Mystic Park (MP), including use of any of the park's property, equipment and services.

This agreement is valid for a period of 12 months from the date of signing.

Fees and Charges

11.1 Option A - General Operator

Party B agrees to pay Party A all fees and charges as specified below. All fees and charges are payable prior to commencement of service delivery in Mystic Park.

Company application fee- \$300/per annum

Additional staff application fee- \$100/per annum (2 staff member applications will be provided free with each company application)

EMO charges only administration fees on a cost recovery basis. No ongoing usage fees will be applied.

11.2 Option B - Preferred Operator

Party B agrees to pay Party A all fees and charges as specified below. All fees and charges are payable prior to commencement of service delivery in Mystic Park.

Company application fee- \$1,500/per annum

Additional staff application fee- \$100/per annum (3 staff member applications will be provided free with each company application)

EMO charges only administration fees on a cost recovery basis. No ongoing usage fees will be applied.

11.3 Option C- Non Profit Operator

Option C provides non profit organisations, this includes guiding, coaching, cycling clubs or school providers wanting to bring groups into the park. This could include riding, walking or running providers.

Operators must agree to pay EMO all fees and charges as specified below. All fees and charges are payable prior to commencement of service delivery in Mystic Park.

Annual administrative fee - \$150 per non profit organisation to cover administrative costs of inductions.

Additional staff administration fee- \$0/per annum (3 staff member applications will be provided free with each company application)

EMO charges only administration fees on a cost recovery basis. No ongoing usage fees will be applied.

11.4 Option D- Other Services

Option D covers all services that certain providers that includes but is not limited to

- Workshop or bike set up services
- Photography services
- Suspension set up
- Other supplementary mountain bike services

Operators must agree to pay EMO all fees and charges as specified below. All fees and charges are payable prior to commencement of commercial service delivery in Mystic Park.

Annual Administrative fee - \$300 per provider, this includes one staff member, any additional staffing will need to be reviewed.

EMO charges only administration fees on a cost recovery basis. No ongoing usage fees will be applied.

Responsibilities of Party A

In signing this agreement, Party A commits to the following;

1. Priority Communication: operators will be added to the EMO third partyl operators communication channel, providing advanced notice of park news and operational updates.
2. For Approved Option B/Preferred suppliers specifically Party A will provide supplier Branding: operators will be supplied access to Mystic Park approved supplier branding and artwork.

Responsibilities of Party B

In signing this agreement, Party B commits to the following;

1. Ensure all customers have a current day pass or annual access membership to Mystic Park

2. Ensure all customers have an active waiver
3. Ensure all staff operating in the park undertake a Mystic Park Third Party Operator induction
4. Limit activity within the Mystic Park area to the operation of services applied for via this process including:
Scope of services in application inserted here
5. Comply with all terms and conditions in the Mystic Park waiver, and rider responsibility code
6. Maintain all relevant licenses and/or permits for their operation, which may be required by local, state, and national government bodies and related agencies
7. Maintain a minimum public liability insurance cover of \$20m, specifically noting the activity of 'mountain biking', and noting interested parties as 'Elevation Mystic Operations Pty Ltd'.
8. Ensure guiding/coaching ratios do not exceed a ratio of 1/7 guides/customers, unless prior agreement is sought from Party A
9. Ensure each guide/coaching staff member has a minimum workplace first aid qualification, and carries a first aid kit at all times
10. Comply with the direction of EMO staff at all times
11. Ensure no drone use in Mystic park

Limits of Liability

In signing this agreement, you are forgoing some of your legal rights, and assuming legal responsibility for staff, guests, and the general public while operating in Mystic Park.

Party B assumes liability for their staff and/or guests while using the trails, property, facilities, services, and/or equipment of Party A, including any occurrence of injury, illness, death, damage to property or equipment, regardless of fault.

Party B assumes liability for any damage to person (including injury, permanent disability or death), property or equipment caused by their guests or staff while using the property, facilities, services and/or equipment of EMO.

Termination of Agreement

Party A reserves the right to terminate this agreement at any time, without reason.

Instrument of Agreement

The agreement is signed by both parties based on the following terms;

Party A and Party B agree to all terms as supplied in this document.

The agreement commences on the day of signing, and is valid for a 12-month period from this date.

Party A – Elevation Mystic Operations Pty Ltd

Date:

Name: Emma Cahdwick

Position: General Manager

Signature:

Party B -

Date: Name: Position:

Signature: