

Tasmania's National Parks Passes

Including Arthur-Pieman Conservation Area recreational driver passes) (Online) Terms and Conditions

The Crown in Right of Tasmania as represented by the Tasmania Parks and Wildlife Service ("PWS") operates this website and by accessing and using this website, You agree You have read and irrevocably agree to be bound by these terms and conditions.

1. Interpretation

For the purposes of these terms and conditions, the following definitions apply unless the context otherwise requires:

Arthur-Pieman Conservation Area means all that area of Crown land proclaimed to form the Arthur-Pieman Conservation area by way of a Proclamation under the Nature Conservation Act 2002 (as may be amended from time to time).

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature however arising and whether present or future, fixed or unascertained, actual or contingent, and whether at law, in equity, under statute or otherwise.

Fee has the meaning given to it in clause 2.

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

Park means any Tasmanian National Park as proclaimed from time to time (being those parcels of Crown land that have been declared to be reserved land in the class of national park for the purposes of the *Nature Conservation Act 2002*) and where the context permits or requires, means the Arthur-Pieman Conservation Area.

Pass or **Passes** means any one or more (as the context requires) of the National Park entry passes described in clause 5 that provides for entry into a Park or the Arthur-River Conservation Area.

PWS means the Crown in Right of Tasmania as represented by the Tasmania Parks and Wildlife Service and where the context requires or permits includes its employees, agents, contractors and subcontractors.

You means you as the person using this website and/or making an application to purchase a Pass (and where the context permits includes any other person on whose behalf You purchase a Pass or who enters a Park with You under the terms of Your Pass in accordance with these terms and conditions) and Your has a corresponding meaning.

For the avoidance of doubt when interpreting these terms and conditions the singular includes the plural and conversely, headings are for convenience and have no effect, a term of inclusion must not be interpreted to be a term of limitation and reference to this website includes as the context requires all linked websites operated by PWS.

2. Sale of Passes and Pass conditions

- (a) You may make an application to purchase one or more Passes from this website. In order to complete Your application to purchase one or more Passes, You must pay the relevant Fee (as applicable) in full by Mastercard or Visa credit card at that time as required by this website, and payment will be automatically charged to Your credit card at this time. PWS:
- (i) is not required to accept any other form of payment; and
 - (ii) is not responsible for any currency conversion or any fees imposed by Your credit card provider in complying with this requirement; and
 - (iii) is not responsible if, through no fault of PWS, your credit card details are intercepted by and used by third parties.

In the event that You are entitled to any refund in accordance with these terms and conditions, PWS is only required to credit such refund to the credit card used to pay the Fee.

- (b) The current price (Fee) for any particular Pass is as listed on this website. All prices listed on this website are in Australian dollars and include any applicable GST.

- (c) The Fee is a fixed amount regardless of whether or not You choose to use Your Pass within the period for which it is valid.
- (d) You must only apply to purchase a Pass for which You are entitled to purchase pursuant to these terms and conditions. You must provide all information requested by this website as part of an application process to purchase a Pass and in doing so, only provide accurate and correct information. Failure to do so may mean PWS will not forward the relevant Pass to You or PWS may cancel any Pass issued at PWS' discretion (and without any obligation to provide any refund) where it is determined by PWS that inaccurate and/or incorrect information has been provided by You.
- (e) On provision of all information requested by this website (which information must be accurate and correct) and receipt of the payment required the application process for the Pass applied for is complete. Subsequently, You will be forwarded the Passes You have applied and paid for in Your application at the address You have nominated.
- (f) Passes are only made available for purchase subject to these terms and conditions and any Pass purchased issues subject to these terms and conditions. Each person entering a Park in accordance with any such Pass must comply with these terms and conditions.
- (g) Passes are only valid for the periods specified in the description of the Passes in clause 5 and at no other times. In respect of Holiday Vehicle passes, Holiday Person Passes, 24hr Day Vehicle Passes and 24hr Day Person Passes (as described in clause 5) You must provide details of the date you wish the entry rights associated with Your Pass to commence as may be requested by PWS on this website as part of Your application and PWS may at its absolute discretion place limits on when any such entry to a Park may occur pursuant to that Pass.
- (h) Passes are not transferable.
- (i) If You have indicated You are entitled to pay a concessional (including senior based) Fee or to purchase a concessional (including senior based) Pass then You must provide a copy of the applicable concession card as requested by PWS on this website and/or any other evidence reasonably requested by PWS at any time to support such claim. Failure to do so may mean PWS will not forward the relevant Pass to You or PWS may cancel such Pass at PWS' discretion until the relevant evidence has been provided or payment of the balance of any applicable full Fee is made.
- (j) The payment of the Fee does not cover any camping fees, facility entry fee, tour fees or travel related fees that may apply in respect of any such activities You wish to undertake in a Park. You must pay any applicable fee relating to any such activity as required.
- (k) You must comply with any terms and conditions printed on any Pass or notified to You when Your Pass is provided to You in accordance with clause 2(e).
- (l) PWS may at its discretion place limits on:
 - (i) how far in advance applications for Passes may be made; and
 - (ii) the number and/or type of Passes that may be purchased by any person.

3. Alterations, cancellations and refunds and other matters

- (a) If You wish to apply to alter or cancel (and receive a refund in respect thereof) a Pass You have purchased from this website, You must phone the information line referred to in clause 10 or apply via email at parkfees@parks.tas.gov.au and provide details of the reasons for the proposed alteration or cancellation and refund. Any decision to allow an alteration or cancellation and refund is entirely at the absolute discretion of PWS.

- (b) Notwithstanding any rights conferred by a Pass, PWS reserves the right to:
- (i) restrict Your entry into any Park, restrict the manner of activities You undertake in a Park and/or evacuate You from a Park at any point in connection with operational, safety, conservation based or other relevant circumstances as determined by PWS in its absolute discretion. In such circumstances You must comply with all directions given by PWS. You may be entitled to a partial or full refund of the Fee paid in respect of Your Pass affected in the circumstances described above with such amount to be determined by PWS acting reasonably;
 - (ii) prevent You from entering, or request You leave a Park if PWS determines that You:
 - (A) are impaired under the influence of drugs and/or alcohol and/or acting in such a manner so as to likely cause a disruption and detract from the Park experience for other persons within a Park;
 - (B) are acting in manner contrary to any of Your obligations as set out in 4;
 - (C) in respect of any use of the Arthur-Pieman Conservation area, You are found to have driven on a closed track or otherwise have driven contrary to any notices and signs regarding driving in such area; or
 - (D) do not possess appropriate clothing and/or equipment for the conditions within a particular Park.

In such circumstances, You will not be entitled to any refund.

These rights are cumulative with, and do not limit, replace, supersede or exclude, any rights of PWS under legislation or any other applicable law.

4. Conditions relating to Park entry

When entering a Park in accordance with the rights provided by Your Pass, You must:

- (a) as relevant, carry Your Pass with You at all times or have Your Pass rights appropriately displayed on Your vehicle that You have entered the Park in as required by subclause (b) (or otherwise ensure your Pass is left in Your said vehicle so as to be clearly visible through the windscreen of Your said vehicle with any such Pass to be shown to PWS on request (including on the request of any employee, agent or other officer within the relevant Park);
- (b) where your Pass covers a vehicle or provides for registration of one or more vehicles, you must only bring those vehicles so covered or registered into the Park as part of your entry and furthermore ensure any vehicle sticker that has been provided by PWS as part of the issuing of Your Pass is appropriately affixed to the said vehicle(s), with such sticker to be clearly displayed on the front bottom left (passenger side) of the windscreen and must not obstruct the driver's vision in any way of any car so registered and bought into a Park, and for any boat, plane and motorbikes so registered, ensure any sticker is affixed in a manner so as to be clearly visible, but does not obstruct the driver's (pilot's) view;
- (c) bring with You appropriate equipment, clothing and supplies for the conditions likely to be experienced within the Park and the activities You wish to undertake within the Park;
- (d) exercise due caution, care and respect of all other persons within a Park and must not behave in a manner that is offensive, or which might unreasonably disturb or cause discomfort, distress, offence or injury to any other person;
- (e) adhere to any biosecurity protocols that may have been put in place by PWS;
- (f) adhere, where appropriate, to any "leave no trace" principles put in place by PWS;
- (g) comply with all signs and notices within the Park and any other notices and directions given by PWS;
- (h) when the Pass is a Arthur-Pieman recreational driver pass (as defined in clause 5), ensure (without limiting the generality of Your obligations under clause 5(c)) You carry with You in Your vehicle at all times comprehensive and appropriate:
 - (i) first-aid kit;
 - (ii) fire extinguisher; and
 - (iii) vehicle recovery gear, which at a minimum is to include an approved snatch strap, two "D" rated shackles, a long handled shade, compressor, winch, ground anchor and sand ladder,

and otherwise comply at all times with any signs, notices and directions given by PWS concerning where and how such driving may take place;

- (i) comply with the requirements of all applicable laws (including the *National Parks and Reserves Management Act 2002 (Tas)* and *National Parks and Reserved land Regulations 2009 (Tas)*); and
- (j) (without limiting the generality of subclause (h)) not undertake any of the activities set out in section 38 of the *National Parks and Reserves Management Act 2002 (Tas)* unless you hold an applicable business licence.

5. Types of Passes

The types of Passes available for purchase from this website and subsequent use and specific terms and conditions that apply to each particular type of Pass are as follows, with further terms and conditions relating to vehicles as set out in clause 6. You may only enter a Park with a Pass purchased from this website in a manner that is in accordance with the rights attaching to that Pass:

- (a) **Holiday Vehicle Pass:** This Pass covers one vehicle and up to eight legally seated occupants. It allows access into a Park for all the occupants who may be legally seated in that vehicle (up to a maximum of eight persons) when they enter that Park in that specific vehicle. This pass is valid for eight weeks from the date of commencement (You will be asked for and must supply details of the day the Pass is to commence and details of the vehicle to be used and so covered at the time of purchase);
- (b) **Two Year All Parks Pass:** This Pass is valid for 2 years from the date of purchase. You may list up to 4 vehicles (car, boat, motor bike or plane) against this Pass provided that only vehicles registered at the address of the Pass holder will be able to be registered against this Pass;
- (c) **Annual All Parks Pass:** This Pass is valid for 12 months from the date of purchase (or for 12 months from the anniversary of the date of purchase upon renewal of an existing pass (which renewal must occur within 6 months of expiry of such Pass)). You may list up to 4 vehicles (car, boat, motor bike or plane) against this Pass provided that only vehicles registered at the address of the Pass holder will be able to be registered against this Pass;
- (d) **Annual One Park Pass:** This Pass is valid for entry into ONE Park only (with the specific Park to be nominated at time of purchase). This Pass is valid for 12 months from the date of purchase (or for 12 months from the anniversary of the date of purchase upon renewal of an existing Pass within 6 months of expiry). You may list up to 4 vehicles (car, boat, motor bike or plane) against this Pass provided that only vehicles registered at the address of the Pass holder will be able to be registered against this Pass;
- (e) **Holiday Person Pass:** This Pass allows access into all Parks for one person only and must be carried with You at all times while in a Park. It must be produced with identification to a Park Ranger or other authorised PWS officer if requested. Forms of travel for this Pass may include bus (public travel), boat, motor bike, bicycle or on foot. You are not entitled to bring and leave any car into a Park as part of these Pass rights. This Pass is valid for eight weeks from the date of commencement (which date You will be asked for and must supply at the time of purchase);
- (f) **24hr Day Vehicle Pass:** This Pass covers one vehicle and up to eight legally seated occupants and allows access into all Parks (with the exclusion of Cradle Mountain) via that vehicle for those persons for a period of 24 hours from midnight on the date You have nominated to first enter a Park, noting You will be asked for and must supply details of the day You are first to enter a Park and details of the vehicle to be used at the time of purchase;
- (g) **24hr Day Person Pass:** This Pass allows access into all Parks (with the exclusion of Cradle Mountain) for one person only for a period of 24 hours from midnight on the day You have nominated to first entering a Park, noting You will be asked for and must supply details of the day You are first to enter a Park at the time of purchase;

- (h) This Pass must be carried with You at all times while in a Park. It must be produced with identification to a Park Ranger or other authorised PWS officer if requested. Forms of travel for this Pass may include bus (public travel), boat, motor bike, bicycle or on foot (You are not entitled to bring and leave any car into a Park as part of these Pass rights);
- (i) **Seniors Annual All Parks Pass:** This Pass is valid for 12 months from the date of purchase. Such Passes will not be available to commence until 1 July 2019. You must be an Australian resident holding a Seniors Card (a Seniors Business Card by itself is not sufficient) at the time of application. You may list up to 2 vehicles (car, boat, motor bike or plane) against this Pass provided that the vehicles are registered at the address of the Pass Holder. The Seniors pass holder must be travelling in the vehicle displaying this pass for the access to be lawful. You may take an additional 7 people, legally seated, into any National Park provided the vehicle is listed on the pass. You must carry your valid Seniors Card with you when in the national park and it may be requested to confirm your identity.
- (j) **Seniors Two Year All Parks Pass:** This Pass is valid for 2 years from the date of purchase. Such Passes will not be available to commence until 1 July 2019. You must be an Australian resident holding a Seniors Card (a Seniors Business Card by itself is not sufficient) at the time of application. You may list up to 2 vehicles (car, boat, motor bike or plane) against this Pass provided that the vehicles are registered at the address of the Pass Holder. The seniors pass holder must be travelling in the vehicle displaying this pass for the access to be lawful. You may take an additional 7 people, legally seated, into any National Park provided the vehicle is listed on the pass. You must carry your valid Seniors Card with you when in the national park and it may be requested to confirm your identity.
- (k) **Arthur-Pieman recreational driver pass:** This Pass allows the driver named on the pass to drive on designated tracks (and as per on-ground track signs) within the Arthur-Pieman Conservation Area. This pass is available for a period of either one month or one year (with a different fee applying to each period).

6. Vehicle usage

- (a) Where You are entitled to register any vehicle against Your Pass under any of the Pass types listed at clauses 5(b), 5(c), 5(d), 5(h), 5(i) and 5(j), then for every such motor vehicle so registered, such number of persons as may be both legally and safely seated in a motor vehicle so registered (but not exceeding a maximum of eight persons (including the Pass Holder and any person referred to in subclause (b) below) for any such vehicle) may enter a Park at any one time as occupants in that motor vehicle so registered, without the need for any such occupant person in that vehicle other than the named Pass holder to hold their own separate Pass rights to enter that Park, provided that:
 - (i) the named Pass holder must be present in that group of persons entering in such a vehicle; and
 - (ii) where more than one motor vehicle has been registered against the same Pass and more than one such registered vehicle enters any Park at any one time, the relevant Pass holder does not need to be present in all such vehicles, only one, provided however that at least one person who resides in the residential premises of the named Pass holder must be present in each such other vehicle that does not contain the named Pass holder entering a Park at that time;
 - (iii) in the case of an Seniors based Pass under clauses 5(h), 5(i) or 5(j), there is no requirement that the other occupants of any such vehicle must hold a Seniors Card or otherwise be of any certain age;
 - (iv) any such persons so entering a Park who do not hold their own valid Pass rights to enter a Park at that time must remain in the company and vicinity of the named Pass holder for the majority of their time in the Park as part of that visit and leave the Park when the named Pass holder does; and
 - (v) any such registered vehicles are not used to ferry multiple groups of persons into a Park at any one time, so that any vehicle so used to bring persons who do not hold their own valid Pass rights to enter a Park into a Park cannot be used to bring any other persons who do not hold their own valid Pass rights to enter a Park into a Park until that first group of persons has exited the relevant Park.
- (b) Where You purchase a vehicle based pass of the type referred to at clauses 5(a) and 5(f), then for the motor

vehicle so registered, it must not be used to ferry multiple groups of persons into a Park at any one time, so that any vehicle so used to bring persons who do not hold any other valid Pass rights to enter a Park into a Park cannot be used to bring any other persons who do not hold any other valid Pass rights to enter a Park into a Park until that first group of persons has exited the relevant Park.

- (c) Any vehicles entering a Park in accordance with any of the Pass rights provided for in clause 5 (including the Arthur-Pieman recreational driver pass):
- (i) must be appropriately registered at the time of entry and be in a safe and road worthy condition;
 - (ii) are driven by a person who holds a valid licence for that vehicle type and who complies with all applicable laws concerning the relevant driving;
 - (iii) must remain on such roads and tracks as are allowed for such driving (as may be determined by PWS at its absolute discretion) and comply with all signs and notices within a Park about driving activities; and
 - (iv) cannot do so in any commercial capacity (unless such entry is pursuant to a relevant lease, licence or other right that allows entry for commercial uses).

7. Risk, indemnities and liability issues

- (a) In entering any Park in accordance with a Pass, You:
- (i) accept that there are potential hazards (including potentially walking at heights and near cliff faces as well as the potential of falls, trips, injury, bites and exposure);
 - (ii) have a full appreciation of the nature and extent of all the risks involved in entering a Park (including in respect of any subsequent walking and driving activities);
 - (iii) do so absolutely voluntarily and at Your own risk and You will ensure You will be properly prepared and equipped when doing so;
 - (iv) acknowledge You may be walking and/or driving predominantly in a wilderness area;
 - (v) agree to indemnify PWS against all Claims for personal injury or death of any person, loss of or damage to property of any person, or financial loss suffered by any person arising from, or attributable to You entering into such Park and anything You do therein; and
 - (vi) You release PWS from all Claims in respect of any personal injury or death You experience, for any loss of or damage to Your property, and any financial loss You may suffer in connection with You entering into any Park and anything You do therein.
- (b) The indemnities and releases given in clause 7(a) are continuing obligations and survive the expiration of the validity of Your Pass (but do not extend to liability caused by the PWS's wrongful (including negligent) act or omission to the extent of such act or omission).

8. Miscellaneous

- (a) Personal information provided by You in using this website may be collected for the purpose of managing and assessing Your application and any purchase of a Pass. Failure to provide information as requested by PWS may result in any relevant application not being able to be processed. Your personal information may also be used by PWS for research purposes to improve the management of this website and management of the Parks and where necessary, may be disclosed to other public sector bodies for the efficient storage and use of the information. By using this website You agree to the collection and use of such information.
- (b) These terms and conditions are governed by the law of Tasmania. You agree to submit to the jurisdiction of the courts of Tasmania in connection with any dispute concerning these terms and conditions.
- (c) A failure or delay by a party in exercising any right under these terms and conditions will not be construed or deemed to be a waiver of that party's rights under these terms and conditions.
- (d) If, at any time, any of these terms and conditions are illegal, prohibited, void or unenforceable for any reason, those terms and conditions are to be read down so as not to be illegal, prohibited, void or unenforceable and if not capable of so being read down, they are severed from the remaining terms and conditions and the remaining terms and conditions will remain valid.

9. Reservation of the right to change terms and conditions

PWS reserves the right to amend, modify, add, delete and make corrections to these terms and conditions without notice at any time at its absolute discretion. You will be required to comply with any such amended terms and conditions from when they appear on this website or as may otherwise reasonably be notified to You.

10. Contact for information

If You wish any information on Park closures, road conditions and have any other enquiries, please phone the information line on 1300827727 (1300 TASPARKS) between 9am and 4.30 pm Monday to Friday, visit www.parks.tas.gov.au or a Visitor Information Centre.