

NMTBC Commercial Shuttle Operator PROCEDURE



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1 PROCEDURE STATEMENT

- 1.1 *Nelson Mountain Bike Club (NMTBC) desires to work in co-operation with all user groups and local authorities to manage both the general and specific recreational user access so as to ensure sustainable trail management practices are balanced against and not compromised by the public right and wider social and economic benefits of those uses, with **safety** first and foremost*
- 1.2 *NMTBC recognises the advantages commercial shuttle access offers recreational mountain biking. Nelson is a renowned mountain bike destination largely due to the trails managed by NMTBC. The existence and continued use of these tracks therefore has a significant economic and social benefit for the wider Nelson community*
- 1.3 *NMTBC's strategic vision is for Nelson to be an exceptional place to mountain bike. Commercial Shuttle Operators and the service they provide is an instrument in achieving this vision provided the relationship and service can work in harmony with all key stakeholders*

2 PURPOSE

- 2.1 The purpose of this document is to define the process, expectations and responsibilities between Nelson Mountain Bike Club (NMTBC) and a commercial shuttle operator who intends to use vehicle assisted access to enable their clients to access trails that are managed by NMTBC for the purpose of mountain biking.

3 SCOPE

- 3.1 This procedure covers any time the commercial shuttle operator is using vehicle assisted access to enable their clients to access trails that managed by NMTBC for the purpose of mountain biking.

4 PROCEDURE

- 4.1 Prior to the commercial shuttle operator requesting concession with the relevant landowner(s) and/or land manager(s), the commercial shuttle operator should agree to the procedure in this document and sign a Memorandum of Understanding with NMTBC for the purpose of using vehicle access to commercially access trails managed by NMTBC.
- 4.2 Upon signing the MOU, NMTBC will inform the relevant landowner(s) and/or land manager(s) of this agreement.

Shuttle Access

- 4.3 The commercial shuttle operator must gain permission to access to operate from the landowner and at all times comply with the rules, regulations and closures outlined by the landowner at all times. This document does not give any additional authority to access.

Trail Access

- 4.4 NMTBC will endeavour to ensure trails are in a reasonable condition and any closure for any reason will be advertised on the website www.trailforks.com or directly by the NMTBC trail manager.
- 4.5 NMTBC reserves the right to close or restrict trails to commercial shuttle operators independently from the closures advertised on the Trailforks website. This will be communicated directly by the NMTBC trail manager.
- 4.6 Although NMTBC endeavour to keep trail condition information up to date, NMTBC is not responsible or liable for injury or accidents caused by trail conditions.

Trail Maintenance Contribution

- 4.7 To assist NMTBC with the cost of building new trails and maintaining existing trails the commercial shuttle operator will make the following contribution to NMTBC:

For each rider/client of the commercial shuttle operator \$1 per trail will be contributed.

- i.e. if there is 8 riders who ride down 5 trails, \$40 will be contributed in total.

This also applies to trails consecutively ridden in one session.

- i.e. if 8 riders ride down the same trail 5 times, \$40 will be contributed in total.

- 4.8 NMTBC reserve the right to review this contribution structure and make changes at their discretion.
- 4.9 Trail maintenance contributions are to be paid to NMTBC monthly.

5 RESPONSIBILITIES

- 5.1 It is the onus of the commercial shuttle operator to establish and maintain their own relationship with the relevant landowner(s) and/or land manager(s)
- 5.2 It is the responsibility of the commercial shuttle operator to maintain a log tracking trails used and frequency of usage. This will be made available to NMTBC on request
- 5.3 If there are any disputes with the public/NMTBC members made directly to the commercial shuttle operators due to their presence or actions, the commercial shuttle operator is advised to refrain from taking matters into their own hands. Rather the commercial shuttle operator is to inform the person who has an issue to contact the NMTBC.

Review

- 5.4 NMTBC will review the performance of a new commercial shuttle operator after the first 6 months of operating and/or signing of the MOU to ensure compliance to this policy.
- 5.5 Following this initial review, an ongoing review will be conducted annually

Reporting

- 5.6 No additional reporting is required.