



# APPLICATION FOR USE OF PUBLIC OPEN SPACE FOR PERSONAL FITNESS TRAINERS

## HIRER

Name of Organisation & ABN.....

Name of Trainer: .....

Postal Address .....

Postcode: ..... Email: .....

Business: ..... Home: .....

Mob: ..... Fax: .....

## LENGTH OF HIRE (PLEASE TICK)

Seasonal - Winter     Seasonal - Summer     Quarterly     Casual

- Casual Hire - (note only for Fitness Camps)
- Quarterly Hire - 13 Weeks Maximum
- Seasonal - Winter First week in April to last week in August
- Seasonal - Summer First week in September to last week in March.

## PURPOSE OF HIRE

Personal Training                       Fitness/ Boot Camp  
 Group Fitness                               Other (please specify)

Are you a Non-Profit organisation\*  
*\* If so you will need to attach relevant documentation, such as a Certificate of Incorporation*

Yes     No

Number of participants per class (maximum 20) .....

## PROOF OF IDENTITY

Please attach proof of identity. A current driver licence or photo I.D is accepted.

**Please note: all fees are to be paid upon approval of the application. A permit will be issued once full payment and bond has been received.**

Park					
Add start and finish times for days required	Days	Times Start: Finish	Days	Times Start: Finish	
	Mon		Mon		
	Tues		Tues		
	Wed		Wed		
	Thurs		Thurs		
	Fri		Fri		
	Sat		Sat		
	Sun		Sun		

Park					
Add start and finish times for days required	Days	Times Start: Finish	Days	Times Start: Finish	
	Mon		Mon		
	Tues		Tues		
	Wed		Wed		
	Thurs		Thurs		
	Fri		Fri		
	Sat		Sat		
	Sun		Sun		

Park					
Add start and finish times for days required	Days	Times Start: Finish	Days	Times Start: Finish	
	Mon		Mon		
	Tues		Tues		
	Wed		Wed		
	Thurs		Thurs		
	Fri		Fri		
	Sat		Sat		
	Sun		Sun		

**ADDITIONAL INFORMATION**

Passive Park's Available for Personal Fitness Trainers.

The following Passive Parks are available for hire for personal fitness purposes:

- Deepwater Park, Milperra
- East Hills Park, East Hills
- Flinders Slopes, Georges Hall
- Garrison Point, Georges Hall
- Gough Whitlam Park, Earlwood
- Horsley Road Reserve, Panania
- Lake Gillawarna, Georges Hall
- Lambeth Reserve, Picnic Point
- Maluga Park, Birrong
- Monash Reserve, Picnic Point
- Peace Park, Ashbury
- Pivetta Reserve, Revesby
- Tracey Street Reserve - Revesby
- Other Passive Parks may be available upon application, depending on suitability for the activity
- Sporting Field are **NOT** available for use for personal fitness purposes. Some large passive areas around sporting fields may be deemed suitable however times may be restricted and floodlighting is not available at these sites for this purpose.

Additional Cost:

- If you require a key, a deposit will apply, as per Council's Fees and Charges.
- A bond is payable for any hire. Council Officers will select the most applicable type of bond required as per Council's Fees and Charges.

Permissible fitness activities under the policy (subject to approval):

- Gym sessions (with or without weights, fitballs, skipping ropes etc)
- Boxing and pad training
- Organised aerobic activity
- Yoga, Tai Chi and Pilates classes and like activities
- Circuit training
- A combination of any of the above

Excluded activities:

- Aggressive and intimidating activities will not be permitted including excessively loud voice calls or instructions
- Amplified music or amplified audio (voice) equipment is not permitted.

Required documentation:

- Current Senior First Aid Certificate
- Current Public Liability Insurance with a minimum coverage of \$20 million. The policy must note Canterbury-Bankstown Council as an Interested Party
- A current driver licence or photo ID

Desirable documentation:

- A registered professional with Fitness NSW

Groups excluded from this policy:

The policy does not apply to the following groups:

- Local sporting clubs
- Local schools
- Corporate groups

Any significant, organised activities these groups may wish to conduct on a public reserve, however, would be subject to an approval process under Council's normal park booking system and procedures.

Size of groups:

Council officers will determine the maximum number of persons permitted per group and the number of groups that are issued a permit at each location. However, a permit **will not** be issued for groups that have more than **20** participants.

Allocation of Permits:

A permit will be valid for the **date specified on permit** and will authorise each trainer to use Community and/or Crown Land for fitness activities in accordance with this policy on a **non-exclusive basis**.

Applications for permits and the number of permits to be issued will be determined by Council officers taking into account the following factors:

- Usage demand, intensity of use of the area and times requested
- Number of approved trainers already using the area
- Other activities (passive and active) being undertaken in the area
- Type of activities to be undertaken and the potential impact on other users and neighbouring residents during the times requested.
- Whether the activities will contribute to increasing congestion or user conflict in the area requested.

In considering the above, Council Officers may decide to:

- Approve an application and issue a permit;
- Issue a limited permit with restrictions on the number and types of activities, group size and the time and location of activities;
- Not approve the application.

Termination:

Council reserves the right to terminate its agreement with a trainer without notice if in its sole opinion it has determined that the trainer has failed to comply with the reasonable direction of its staff or has breached the terms of the permit or this application form.

## INSURANCE

A Hirer is any sporting body, club, association, corporation or incorporated body who hires a Council facility. The Hirer's use and occupation of the facility is at its own risk and must have in effect public liability insurance for an amount not less than \$20,000,000, or such other amount as Council may specify from time to time, which notes the interests of Canterbury-Bankstown Council. A certificate of currency must be supplied to Council in the name of the Hirer. The certificate of currency must be current for the period of the hire and Council reserves the right to withdraw offers of hire if the certificate is out of date or does not meet Council requirements.

The Hirer shall inform Council in writing of an event that may give rise to a claim under an insurance policy and shall ensure Council is kept fully informed of subsequent action or developments concerning the claim. The Hirer shall indemnify and keep indemnified the Council from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the Council or the employees, agents or contractors of the Council or any of them in respect of any personal injury to or the death of any person or loss or damage to any property arising out of the use or occupation of the facility by the Hirer or its invitees.

The Council shall not be liable for any loss of or damage to any property or injury sustained or suffered by the Hirer or its invitees, where such loss, damage or injury arises in any way out of hiring unless due to negligence of the Council.

## TERMS & CONDITIONS OF HIRE

- A. Hirer must only provide the activities for which they are suitably qualified and that have been approved by Council;
  - B. Hirer must only operate in the areas and at the times specified by Council in the permit;
  - C. Hirer must manage the activities to minimise wear and tear on grassed areas (this includes rotating within the designated area and / or alternating activities);
  - D. Hirer must comply with reasonable directions of Council's Rangers and other authorised Council officers in relation to any unacceptable practices or, to display evidence of the permit in the prescribed manner;
  - E. Hirer shall prior to commencing static/grid training, inspect the immediate area to ensure no hazards are evident and take appropriate action to remove those hazards or alternatively move the training site and, without undue delay, report to Council the hazard or any other hazardous matters observed during the training that may require Council's attention;
  - F. Hirer shall not assign their rights under this permit or attempt in any other manner to transfer their rights under the permit to any other person, it being clearly understood that the permit is issued to a particular individual and is not transferable unless approved by Council in accordance with this policy;
  - G. Hirer shall indemnify and hold the Council harmless from and against all damages, sums of money, costs, charges, expenses, actions, claims and demands which may be sustained or suffered or recovered or made against the Council by any person for any loss of life or injury or damage any person may sustain due to the negligent act of a trainer whilst conducting a training session;
  - H. When conducting training on public reserves shall always conduct themselves in a proper and orderly manner and be considerate to other reserve users and adjacent residents;
  - I. Hirer shall conduct their activities so not to dominate, monopolise and/or obstruct any stairways or pathways;
  - J. Hirer must not create any noise from training activities that unreasonably disturbs other users and adjacent residents
  - K. Shall not suspend boxing or kickboxing bags from trees and / or structures in the public reserves;
  - L. Shall ensure that any exercise equipment used does not create any hazards or obstruction;
  - M. Must ensure that any training group for which they are responsible, runs in single file when running in narrow areas;
  - N. Shall ensure that their clients do not step on or walk on or in any other way inappropriately use picnic tables and park furniture and shall leave the training area in the same condition it was at the commencement of training;
  - O. Shall take out and maintain in their name, for the duration of the term of the permit, Australian Prudential Regulation Authority (APRA) approved public liability insurance for a minimum of \$20 million and produce documentary evidence of this at the time of application;
  - P. Hirer shall agree that, notwithstanding any implication or rule of law to the contrary, the Council shall not be liable for any damage or loss that any trainer and their clients may suffer by the act, default or neglect of any other person or by reason of the Council failing to do something on or to the public space used;
  - Q. Is only authorised to provide the training sessions specified in their permit and must not sell clothing or equipment or refreshments or any other good, service or product;
  - R. Must not display any advertising signage including banners or 'A' frame signs on Council's public reserves;
  - S. Must not interfere with any Council approved or booked activity including but not limited to filming, commercial photography, wedding, birthday party, corporate BBQ, sport or sporting activity that is being carried out on any oval or reserve or part thereof and the trainer acknowledges that such a booking has priority over the trainer's use;
  - T. Shall be responsible for satisfying all occupational health and safety legislation and regulations;
  - U. Shall be liable for any fees or levies required by the Department of Industrial
  - V. Relations or Work Cover or any other public authority or statutory body. Council does not, and will not, accept liability for any debts incurred by any trainer and Council shall not be in any way responsible for any property of a trainer or any other person that may be left on the land or for any loss of any such property by theft or otherwise.
- W. Council reserves the right to impose any further charges, terms and conditions in respect of any hiring. Any additional fees and charges introduced by Council for the new financial year will be payable after 1 July each year. Such further terms may be in addition to or in substitution of all or any of the charges, terms and conditions contained herein.

- X. The hirer is responsible for the safekeeping of all keys issued. Under no circumstances are copies to be made of keys. Keys are to be returned to the Customer Service Unit, Upper Ground Level, Civic Tower, 66-72 Rickard Road, Bankstown on the next working day of the completion of the hire.
- Y. **In the event of inclement weather, please ring 1300 655 180 for ground closures in the Bankstown, Bass Hill and Revesby Wards; or 9718 7666 for ground closures in the Canterbury and Roselands Wards.** In the event that Council has not closed a reserve/park and there is a period of inclement weather, the hirer will be liable for any damage caused if they choose to use it.
- Z. Canterbury-Bankstown Council has made its children's playgrounds and sporting fields smoke-free from 1 January 2008. This means everyone can breathe cleaner air and enjoy a healthier environment. Internationally recognised signage will be erected at these designated smoke-free areas to indicate: No smoking within 10 meters of all children's playground equipment and No smoking within 10 meters of all sporting fields.

**APPLICANT'S SIGNATURE**

**AT NO TIMES SHALL A FITNESS GROUPS AND THEIR PATRONS USE A GROUND, UNLESS A PERMIT IS ISSUED.**

*(Use of a Council facility or ground without a valid permit attracts a \$500.00 unauthorised usage fee)*

I believe the information provided on this application is correct and true to the best of my knowledge. I have read the Terms and Conditions of hire and agree to abide by them. I also undertake to advise Canterbury-Bankstown Council should there be any alterations or additions to the information supplied

Signature: ..... On Behalf of: .....

Please print name: ..... Date: .....

**PRIVACY NOTICE**

Council is required under the Privacy and Personal Information Protection Act 1998 (PPIPA) to collect, maintain and use your personal information in accordance with the Privacy Principles and other relevant requirements of the PPIPA.

Personal information requested on this form will only be used to fulfil the purpose for which it is being collected. Provision of this information is voluntary and is required to help process your application. Council is regarded as the agency that holds the information and access is restricted to council officers and other authorised people. You may apply to access or amend the information. For further information or clarification please contact the Privacy Contact Officer at Council.

**BANKSTOWN CUSTOMER SERVICE CENTRE**  
Upper Ground Floor, Civic Tower, 66-72 Rickard Road,  
Bankstown NSW 2200, PO Box 8, Bankstown NSW 1885

**CAMPSIE CUSTOMER SERVICE CENTRE**  
137 Beamish Street, Campsie NSW 2194  
PO Box 77, Campsie NSW 2194

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