

COMMERCIAL FITNESS GROUPS AND PERSONAL TRAINING

APPLICATION FOR PERMIT TO USE COUNCIL OWNED PARKS AND RESERVES

Organisation/Company: _____ Position: _____

Name: _____

Address: _____

Email: _____

Phone: _____

Personal Training or Fitness Group	Start Date for Permit	Annual/Half Year Permit	Park/Reserve Requested	Activity/Training (Outdoor Gym activities; Boxing and pad training; Organised aerobic activity; Circuit training; Boot Camp; Pilates; Yoga; Tai Chi; Power walking; Calisthenics) Or other Please Specify	Number of Participants per Booking (1-4, 5-9, 10 or more)

[illegible]

APPLICATION CHECKLIST

Please check all supporting documents are attached:

- ☐ Passport Style Photo of Trainer(s)
- ☐ Certified Copy of Senior First Aid Certificate
- ☐ Accredited Courses or Qualifications to instruct relevant activity
- ☐ Attach copy of Public Liability Insurance Policy
- ☐ Set up, operate or use a loud speaker or sound amplifying device (attach site plans)

Additional requirements/notes:

USER AGREEMENT APPLICATION

I, the undersigned, have read the Terms and Conditions of this User Agreement and agree that the below mentioned organisation/group will use the facility in accordance with the Strathfield Council conditions contained in this Agreement. I understand that failure to comply with any of the Terms and Conditions of Use will result in the cancellation of my booking.

Name(s) of representative (s): _____

Signature of representative (s): _____ Date: ____ / ____ / ____

OFFICE USE ONLY	
Facility Booked: <input type="checkbox"/> Y <input type="checkbox"/> N	Staff name and Date:

PRIVACY STATEMENT

Strathfield Municipal Council (the 'Council') manages privacy and personal information in accordance with relevant legislation and Council's Privacy Management Plan. Information on how Council handles your personal information is explained in Council's Privacy Management Plan.

Council collects and stores personal information from this application for the purposes of assessing and determining the application for seasonal hire of Council's sportsgrounds. You accept the provision of personal information is voluntary but failing to provide all or part of the sought after information may mean Council may not process your application. Information provided by you may be accessed by government agencies and members of the public in accordance with relevant legislation. Council is to be regarded as the agency that holds the information.

Under the Privacy and Personal Information Protection Act 1998 and the Government Information (Public Access) Act 2009 you can apply to access records of personal information Council holds about you, and then apply to amend or correct personal information.

You can access your personal information by writing to Council's Privacy Contact Officer at PO Box 120, Strathfield NSW 2135. You can view Council's Privacy Management Plan by visiting www.strathfield.nsw.gov.au/page/council/privacy-management

ONLY RETURN THE PAGES ABOVE WITH THE LODGMENT OF YOUR APPLICATION

General Conditions of Use for Parks and Reserves by Commercial Fitness Groups and Personal Trainers

GENERAL

In this document:

‘The applicant’ means the person, group, or organisation applying to Council to use a Park or Reserve.

‘Facility’ means a sports ground, open space classified as a Park or Reserve.

‘Council’ any means Strathfield Municipal Council.

1. APPROVAL

- a) Applications for the use of Council’s parks and reserves shall be made using the form provided for that purpose. The form must be signed by the person responsible for the payment of the fees and charges arising because of or from the hiring and in observance of these terms and conditions.
- b) You must state the nature and the type of activity that is to take place. Council reserves the right to approve or reject any proposal or application that in its view is contradictory to the purpose and intent of the policy.
- c) No tentative bookings will be accepted.
- d) Council’s use of its Facilities will have priority over other requests.

2. INSURANCE

- a) Applicants must submit, with their application to Council, a current Certificate of Currency as evidence of their existing public risk liability insurance.
- b) The applicants public risk insurance must indemnify Strathfield Municipal Council as an interested party.
- c) Certificates of Currency for Public Liability Insurance with a minimum limit of indemnity of \$20 million must be provided by the trainer prior to use of a Facility:
- d) Insurance must be kept current throughout the entire hiring period. Council may require proof of insurance at any time.
- e) Council does not insure or provide any form of indemnity for any equipment, structure, items or personal property stored, place or left in any building, structure or on the grounds or park. It is recommended to all hirers to insure personal belongings, equipment and stock.
- f) The applicant must advise Council in writing within 24 hours of any changes to the status of their public risk liability insurance.

3. AVAILABILITY OF HIRE

- a) Subject to appropriateness of activity and approval by Council, all parks and reserves in the Municipality of Strathfield can be used by commercial fitness groups and personal fitness trainers except for those listed in the table 1:

TABLE 1

Parks/Reserves UNAVAILABLE for use by Commercial Fitness Groups and Personal Training		
Park / Reserve	Area	NOTE: These areas within the park are off limits to commercial fitness groups and person fitness trainers due to their historic nature, high level of regular pedestrian use, and importance to local sporting groups.
Airey Park	Alan Davidson Oval	
Bark Huts Park	Basketball/Futsal Court and Turf Cricket Pitch	
Begnell Field	Begnell Field	
Cooke Park	Cooke Park Synthetic Field	
Davey Square	Davey Square Memorial Site	
Hudson Park	Hudson Oval	
Mason Park	Mason Park Synthetic Field	
Strathfield Park	Field 1 (Synthetic) Field 2 (Synthetic), Basketball Hard Courts and Rotunda	
Thew Reserve	Lawn Bowls Greens at the Dutton Centre	

- b) Sessions can be held Monday to Sunday but must be requested on the application form and be specified on the approved licence. Training on public holidays is not permitted.
- i) Monday to Friday 6:00 AM to 8:00 PM
 - ii) Saturday and Sunday 7:00 AM to 6:00 PM
- c) Commercial group fitness or personal fitness trainers will be restricted to a maximum of four (4) sessions per day or up to a maximum of six (6) hours per day.
- d) If Council receives an excessive number of local resident's complaints about significant disturbances as a result of Commercial Group and Personal Training fitness activities, an investigation into the validity of the complaints will take place. A decision to relocate, re-time or cancel an approval will be taken if deemed reasonable to resolve the dispute.

Council may also relocate for the following reasons:

- i) The lawn surface becomes an unacceptable maintenance issue,
 - ii) The activity will cross over with an upcoming public or council event,
 - iii) The activity will cross over with Council maintenance or public works, or another activity by Council or essential services.
- e) Council reserves the right to limit, for any reason, the number of commercial group fitness trainers and personal fitness trainers at any one park or reserve at any time or day. If multiple

applications come in for the same venue, council will assess and approve based on the following criteria:

- i) Trainers/Fitness Organisations are locally based or contribute to the local community
 - ii) Application meets criteria such as available times and compatible use of facility
 - iii) Previous history of use is considered.
 - iv) The application is consistent with the objectives of Council's strategic and operational plans
- f) The licensee must not sub-let the facility or any part thereof. It is a breach of the terms and conditions for a licensee to transfer a licence to a third party.

4. GROUND CLOSURES & THE WET WEATHER LINE

- a) Council may close any Park or Reserve as a result of field maintenance, wet weather, surface damage, hazards and/or any other reason Council deems fit (including but not limited to if Council deems there is a reasonable likelihood of injury is likely to occur as a result of use).
- b) It is the hirer's obligation to check Council's wet weather line for availability of a Facility on the proposed day of use. Any changes to ground closure will be announced after 12 noon each week day. Council's wet weather line can be accessed at all hours on 9748 9972.
- c) Applicants are not entitled to refunds or time in lieu for any time a Facility may be closed or the user group is unable to utilise a Facility for whatever reason.
- d) Council may reschedule, relocate, or postpone the hire dates or times should this be required for any reason determined by Council.
- e) Council has no liability for any costs incurred as a result of wet weather cancellations. Council recommends hirer's have insurance against event cancellation or rescheduling due to wet weather.

5. PAYMENT

- a) All fees associated with a licence will be in accordance with current Council's adopted Fees and Charges.
- b) All fees and charges, including bonds, are to be paid to Council in advance upon approval of licences.
- c) The Application fee is non-refundable. A renewal fee can be paid if another application is lodged prior to the end of the current approval period with Council.
- d) Permission and access to Council's sports grounds and parks will only be given once Council has received payment of the required fees, as outlined herein.
- e) Fees and charges may be paid by cash, cheque, EFTPOS or credit card. Payment by credit card will be charged a processing fee in accordance with Council's Fees & Charges Schedule.

6. BONDS

- a) Council may require the payment of bonds in accordance with the currently adopted schedule of fees and charges.
- b) Any portion of the bonds the hirer is entitled to after Council has inspected the Facility will be refunded by cheque or electronic funds transfer within 20 working days of a booking. Any proportion of the receipted bonds may be withheld at Council's sole discretion.
- c) The Facility will be inspected on the first working day after the applicants date and should a bond deduction be necessary Council will notify you of the details. The bond deduction will be made, if applicable, and the balance will be refunded. Should Council incur costs greater than the bond, an invoice will be issued to you for the balance of funds owing.
- d) Any bonds will be held for the duration of your bookings. In the event that the Facility is left unsecure, unclean, or damaged. Council may issue the hirer an invoice with accompanying details. The hirer must pay this invoice within 14 days of its receipt and your bond will be retained for the remainder of your bookings. Any proportion of the receipted bonds may be withheld at Council's sole discretion.

7. Approval for Non-Listed Fitness Activities

- a) If an applicant wishes to conduct classes in a Non-Listed Fitness activity, an assessment by Council Officers on the proposed fitness activity or associated activity will occur based the following criteria:
 - i) Hazards and risk associated with the unlisted activity to the participants, other park users, council, public or private property;
 - ii) The additional equipment that will be used as part of the unlisted fitness program;
 - iii) The potential impact(s), including unacceptable noise, on other park users and adjoining residential properties;
 - iv) Any other reason deemed fit by council and considered to be appropriate and reasonable.
- b) Council will approve a proposed unlisted fitness training activity in its parks and reserves if it is in line with the above criteria.

8 Additional Devices or Equipment requiring further approval

- a) The following must be requested on the application form if it is to be used by commercial group fitness trainers or personal fitness trainers and their clients within a public park or reserves. Further fees and charges may apply:
 - ii) The use of amplified music or voice equipment;
 - iii) The storage of any equipment or thing within an amenities building at a park or reserve;
 - iv) The use of air-horns, whistles or other similar devices;
 - v) The use of sports grounds floodlights;
 - vi) The licensee shall not sell or promote goods by any means in Council's parks and reserves.

- b) The attachment of posters, banners or advertising material of any description to any surface of any building, fencing or poles is prohibited.

9 Fitness Activities Available for Approval

- a) The policy includes but is not limited to all of the below listed activities that require approval from council. Conducting these activities on a commercial basis without approval from Council may result in financial penalties.
 - i) Outdoor Gym activities;
 - ii) Boxing and pad training;
 - iii) Organised aerobic activity;
 - iv) Circuit training;
 - v) Boot Camp;
 - vi) Pilates;
 - vii) Yoga;
 - viii) Tai Chi;
 - ix) Calisthenics;
 - x) Any combinations of the above;
 - xi) Other similar exercises as assessed, categorized and permitted by Council.
- b) Each approval is designated to one nominated park and reserve. Allocations are based on activity classifications, number of participants, size of the parkland, its location to surrounding residential properties, current and proposed use and any other factors deemed relevant by Council.

10 Training Exclusion Zones within Parks & Reserves

Further to the areas listed in table 1, all Commercial fitness group training and personal fitness training sessions are not permitted in the following areas:

- a) Within 10 metres of playground equipment or playgrounds;
- b) Within 10 metres of public amenities buildings including toilets and change rooms;
- c) Within 10 meters of picnic or BBQ areas;
- d) At park entry and exit points including emergency gates;
- e) IN areas that block or limit regular pedestrian access along internal pathways.
- f) Within unsafe distance of cricket practice nets;
- g) And, on sports fields during local sports hours of use or on school sports days.

NOTE: Commercial group fitness trainers and personal fitness trainers do not have the exclusive use of public outdoor fitness equipment. Requesting members of the public move, or advising that you have booked this equipment will be considered a serious breach of the trainer's licence agreement. If reported, this may result in the immediate cancelation of the licence agreement.

11 Permissible Group Sizes

- a) Numbers will be limited to the requested amount on the completed application form. Numbers will be counted as any persons undertaking the same activity under the instruction of the trainer.
- b) Group sizes for commercial fitness training will be limited to a maximum of 25 persons per session.

12 Groups Excluded from this Policy

The commercial group fitness training and personal fitness trainer policy does not apply to the following groups:

- a) Defence Forces, group training activities including but not exclusive to training drills, Army Reserves and exercise regimes.
- b) Local Emergency Services including the NSW Police Services, NSW Fire Brigade, NSW Ambulance Services, State Emergency Service personnel.

13 Monitoring

The Civic and Open Space Manager will monitor changes in public expectations, wear and tear on parks/reserves, trends and social acceptance of changes towards commercial outdoor group fitness training and personal fitness training. Any issues will be reported to the Executive Manager Administration Services to assess its potential impact on this policy and Council assets.

14 Occupational Health & Safety

Commercial group fitness trainers and personal fitness trainers must ensure that all fitness activities meet the requirements of the *Occupational Health & Safety Act, 2000 (NSW)* as well as other relevant laws (both statutory and common law) to the satisfaction of Council or the relevant applicable authority.

15 Safety and Risk Inspections

- a) The applicant is responsible for the safety and conduct of any person attending the training. Council is not responsible for any damage, loss or injury (including death) suffered by any person whilst attending the activity.
 - b) The Commercial Group or Personal Fitness Trainers and their participants occupy and use Council Facilities at their own risk and hereby release Council and Council's agents, servants, contractors, and employees to the full extent permitted by law from all claims, actions, losses, costs, expenses and demands of every kind. You agree that Council does not have responsibility or liability for any loss of or damage to persons, fixtures or personal property.
 - c) Council requires the trainer to conduct your own risk assessments prior to and during the use of any park or reserve. If a risk or hazard is detected at any time the hirer must manage it to avoid injury of any person or any property damage. Should the trainer choose to proceed with the activities, it will be done so at the their own risk.
 - d) The applicant must supply documentation of risk assessments on request from Council. All requests must be satisfied within 5 working days.
 - e) The applicant is to notify Council as soon as reasonably possible of the risk or hazard, how it was managed, whether any injury or loss resulted from the risk or hazard and if so, how this was managed on the next business day.
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- f) All Council signs and all directions from Council officers, Police and/or other authorities must be obeyed.

16 Damage to Council Property

- a) The licensee must report any damage to Council property to Council's Facilities Booking Officer on 9748 9999 within 24 hours of its occurrence.
- b) The licensee will be responsible for all costs associated with the removal, repair or replacement of any damaged Council property that is a result of the training activity. Council may choose to take the costs from the applicants bond or to process an invoice for reimbursement of any costs.
- c) Council may take legal action to recover any outstanding payments.

17 Training Areas to Remain Clean & Tidy

Littering is strictly prohibited. No waste is to be left near or on bins. You are responsible to ensure the Facility is left in a clean and tidy manner. If additional bins are required, please contact Council.

18 Vehicle Access to Parks

- a) Council encourages the licensee and members and guests to organise public transport or car sharing to minimise parking requirements and impact on the environment. Normal vehicular and pedestrian access must not be impeded at any time.
- b) All persons attending your activity must observe all parking rules and regulations. Any vehicles found to be parked illegally during the event, including vehicles obstructing driveways or parked on the footpath, will receive an infringement notice. You are to announce this condition at the commencement of the activity.
- c) Under no circumstances are vehicles permitted to drive onto parks/reserves. This includes for the use of unloading and loading equipment unless previously approved by council.

19. FILMING AND PHOTOGRAPHY

The use of cameras and video cameras at this venue is conditional upon the following:

- a) You must have all relevant individuals' consent to use images
- b) It is illegal to broadcast or publish images without written consent from Strathfield Council. Please seek Management approval for any Filming or Photography.
- c) Under no circumstances are cameras, video cameras or mobile phones to be used in change room areas.

20. CHILD PROTECTION POLICY

- a) Immediately report concerns or allegations of child exploitation and abuse to the NSW police on 000 then call NSW Child Protection Hotline on 132 111
 - b) Treat children with respect regardless of race, colour, gender, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status
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- c) Ensure that another adult is present when working in the proximity of children
 - d) Use any computers, mobile phones, video cameras, cameras or social media appropriately, and never to exploit or harass children or access child exploitation material through any medium not use physical punishment on children
 - e) Not hire children for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury
 - f) Comply with all relevant Australian and NSW legislation
 - g) All User Groups who have participants under the age of 18 are required to have a current Work with Children Check clearance certificate.
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