

TERMS OF CONDITION USE OF COUNCIL OPEN PUBLIC SPACE FOR FITNESS GROUPS

1. General Conditions:

The permit holder:

1. Must ensure they are suitably insured.
2. Must manage the activities to minimise wear and tear on grassed areas (this includes rotating within the designated areas and/or alternating activities).
3. Must comply with reasonable direction of Council Officers and other authorised personnel in relation to any unacceptable practices or, to display evidence of the permit in the prescribed manner.
4. Shall prior to commencing 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.
5. 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 or business and is not transferable unless approved by Council in accordance with this Guideline.
6. 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.
7. When conducting training on local government land and community land shall always conduct themselves in a proper and orderly manner and be considerate to other users and adjacent residents.
8. Shall conduct their activities so as not to dominate, monopolise and/or obstruct any stairways or pathways.
9. Must not create any noise from training activities that unreasonably disturbs other users and adjacent residents.
10. Shall not suspend any equipment from trees and/or structures in the public reserves.
11. Shall ensure that any exercise equipment used does not create any hazards or obstruction or be left unattended at any time.
12. Must ensure that any training group for which they are responsible, runs in single file when running in narrow areas or pathways.
13. 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
14. Shall not damage or destroy or cause or permit the injury, damage or destruction of any tree, shrub, fence, earthwork fixture or any other part or portion of the site.
15. Shall take out and maintain in their name, for the duration of the term of the permit, approved public liability insurance for a minimum of \$10 million and \$5 million Professional Indemnity Insurance and produce documentary evidence of this at the time of application.

16. 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 applicant 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.
 17. Is only authorised to provide the training sessions specified in their permit and must not sell clothing or equipment or refreshments or any good, service or product.
 18. Must not display any advertising signage including banners or 'A' frame signs on Council's public reserves.
 19. Will not promote any discriminating, insulting, offensive, threatening or vulgar behaviour or displays.
 20. Will not drive a vehicle on any part of a council reserve other than a defined carriageway without prior written approval from Council.
 21. Must not interfere with any Council approved or booked activity including but not limited to a 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.
 22. Will not drive spikes or stakes into the ground without specific direction from Council.
 23. Shall be responsible for satisfying all occupational health and safety legislation and regulations.
 24. Shall be liable for any fees or levies required by Return to Work or any other public authority or statutory body.
 25. Shall be held responsible for damage and destruction which council deems has occurred in relation to the site or facilities. The permit holder will pay the full cost of repair of such damage incurred by Council.
 26. Council does not and will not accept liability for any debts incurred by any trainer and 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.
 27. Council may revoke the permit if the permit holder does not comply with the conditions of the permit.
2. Termination
- Council has the right to terminate its agreement with an applicant without notice if in its sole opinion it has determined that the applicant has failed to comply with reasonable direction of its staff or has breached the terms of the permit or the terms of the Guideline for the use of local government land by commercial fitness groups and personal trainers.
- An applicant whose permit has been terminated can appeal in writing to the Director Corporate Services.
-