

SPORTS AND RECREATION APPLICATION FOR PERSONAL TRAINING

About this form

Please return this completed form together with any relevant documents (eg Public Liability Insurance, requested documentation etc):

Post: Parks Facilities Officer, The City of Ryde,
Locked Bag 2069, North Ryde NSW 1670

Email: sportandrec@ryde.nsw.gov.au

Fax: 9952 8240

Once your application has been approved, council will send you a permit.

For further information, please ring the Sports and Recreation department on **9952 8249**.

THIS AGREEMENT is made on the Date (1) between the **COUNCIL** (2) and the **FITNESS TRAINER** (3) named below whereby in consideration of the sum (4):

AGREEMENT TO HIRE: THE COUNCIL agrees to permit the **REGISTERED BUSINESS / FITNESS TRAINER** to use, on a nonexclusive basis, the land (5) for the Purpose (6) and for the Period (7) all described below:

Council Contact Details

Customer Service Centre 1 Pope Street, Ryde NSW

Post Locked Bag 2069, North Ryde NSW 1670

Email cityofryde@ryde.nsw.gov.au

Phone (02) 9952 8222

PART 1 : HIRER'S DETAILS

Title	Mr	Mrs	Ms	Miss	Other
Given Name	Family Name				
Address					
Suburb					Postcode
Postal Address If different from above					
Suburb					Postcode
Preferred contact	Mobile	Phone	Email		
Mobile		Phone			
Email					
Description of activity					
*Football boots are strictly prohibited from council's parks, sportsgrounds and reserves during the summer season.					

PART 2 : BOOKING DETAILS

Sportsground Name	Field Number
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Proposed Date/Time of Hire		
Days	Date	Times
Monday		to
Tuesday		to
Wednesday		to
Thursday		to
Friday		to
Saturday		to
Sunday		to

a) Estimated daily attendance of participants

b) Applied period

PART 3 : FEES AND CHARGES

The fee applies to each Registered Business (Fitness Trainer), which must be registered with Fitness Australia, which includes one registered Fitness trainer; for each additional Fitness Trainer of the registered business, an additional fee will be applied.

All applicable hire fees and bonds must be paid prior to use. In the event of outstanding debts, Council retains the right of possible refusal of further hire of Council facilities. Council's schedule of Fees and Charges is available at www.ryde.nsw.gov.au/fees or contact Council's Parks Booking Officer on 9952 8249 for further information.

All fees are non refundable and payable in advance in the manner and form directed by Council.

PART 4 : PURPOSE

To conduct, on Council's nominated sportsgrounds and parks/reserves, the business of Fitness Classes subject to the terms and conditions of this Agreement.

I agree

PART 5 : GENERAL CONDITIONS

Each fitness trainer approved by City of Ryde must:

- Must provide the activities for which they are suitable qualified and that have been approved by Council.
- Must only operate in the areas and at the times specified by Council in the license agreement
- Must manage the activities to minimise wear and tear on grassed areas (this includes rotating within the designated area and/or alternating activities).
- Must comply with reasonable directions of Council's Manager Recreation, Council Rangers and other authorised Council officers in relation to any unacceptable practices.
- Operate only between the times specified by Council in their license. Activities must not commence prior to 6:00am and must conclude by 9:30pm.
- In the case of wet weather, phone Council's wet weather line to determine whether parks and open space have been closed.
- Comply with the Commission for Children and Young People Act and should obtain a declaration from trainers whose duties require contact with children, that they are not a prohibited person under the meaning of the Act.
- Shall not assign their rights under this license agreement or attempt in any other manner to transfer their rights under the licence agreement to any other person, it being clearly understood that the licence agreement is issued to a particular individual and is not transferable unless approved by Council in accordance with this policy.
- 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, suffered, recovered or made against the Council by any person for any loss of life, injury or damage any person may sustain due to the negligent act of a trainer whilst conducting a training session.
- When conducting training on public sportsgrounds, parks and reserves shall always conduct themselves in a proper and orderly manner and be considerate to other users and adjacent residents.
- Shall conduct their activities so not to dominate, monopolise and/or obstruct any stairways or pathways.
- Must not create any noise from training activities that unreasonably disturbs others users and adjacent residents.
- Shall not suspend boxing or kickboxing bags from trees and/or structures in the public reserves.
- Shall ensure that any exercise equipment used does not create any hazards or obstruction.
- Must ensure that any training group, for which they are responsible, runs in single file when running in narrow areas.
- Shall ensure that their clients do not step on, 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.
- Shall take out and maintain in their name, for the duration of the term of the licence agreement, Australia Prudential Regulation Authority (APRA) approved public liability insurance for a minimum of \$20 million and produce documentary evidence of this a the time of application.
- 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 the public pace used.
- Is only authorised to provide the training sessions specified in their licence agreement and must not sell clothing, equipment or any other goods, service or product.
- Must not display any advertising signage including banners or signs on Council's public sportsground, parks and reserves.
- Must not interfere with any Council approved booked 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.
- Shall be responsible for satisfying all occupational health and safety legislation and regulations.
- Council employees carrying out maintenance have right of way at all times.
- Shall be liable for any fees or levies required by the department of Industrial relations, 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 loss of any such property by theft or otherwise.

PART 6 : APPROVED AREAS FOR FITNESS TRAINING

Park	Starting time allowed	Usage
Bremner Park	9am	Field
Brush Farm Park	6am	Field/netball courts
Fontenoy	6am	Outskirt
Forrester Park	9am	Field
Helene Park	9am	Outskirt
Gannon Park	9am	Field
ELS Hall	9am	Playground
Meadowbank	6am	Outskirt
Morrison Bay	6am	Outskirt
North Ryde Common	6am	Field
Pioneer Park	9am	Outskirt
Ryde Park	9am	Outskirt
Tuckwell	6am	Outskirt
Tyagarah Park	9am	Field
Waterloo Park	6am	Outskirt
Yamble Reserve	6am	Field

PART 7 : DECLARATION

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 contained with this application and agree to abide by them. I also undertake to advise the City of Ryde should there be any alterations or additions to the information supplied and to pay any cancellation fees applicable in the event of cancellation by the hirer.

I agree

Signature

Date

PART 8 : POLICY ON THE USE OF CITY OF RYDE SPORTSGROUNDS PARKS AND RESERVES BY COMMERCIAL FITNESS GROUPS AND PERSONAL TRAINERS

OBJECTIVE

To effectively manage the use of Community and Crown lands under the care, control and management of Council by commercial fitness groups and personal trainers.

POLICY STATEMENT

1. Background

Management of the use of public reserves within the City of Ryde Local Government Area is regulated by the *Local Government Act 1993* and *Crown Lands Act 1989*, and is subject to Council's Plans of Management.

Personal fitness training is one of the strongest growth segments in the Fitness Industry. Increasing numbers of commercial fitness trainers using public sportsgrounds and reserves has raised a number of issues including:

- a) Equity of access issues – example potential conflict with displaced users, management of demand, domination and monopolisation of areas and exploitation of public land by commercial organisations.
- b) Impact on the asset – examples trainers (especially large groups) are causing wear and tear to recreational facilities.
- c) Public liability concerns – example trainers with insufficient insurance.
- d) The need to regulate use of sportsgrounds and reserves by organised or commercial fitness groups and personal fitness trainers that have been identified. This policy responds to this need.

2. Purpose/Aims

In implementing this policy, City of Ryde aims to:

- a) Ensure equity of access to public sportsgrounds, parks and reserves.
- b) Reduce the impact of commercial fitness activities on asset condition and maintenance.
- c) Minimise public liability concerns.
- d) Appropriately manage the open space system to prevent conflict of use.

3. Scope

This Policy will cover:

- a) One on one sessions and / or group activities.
- b) All lands including sportsgrounds, parks, public reserves within City of Ryde Local Government Area under the care, control and management by City of Ryde.
- c) City of Ryde approved commercial fitness trainers must only operate in the areas specified in their license agreement.

4. Exclusion zones

No commercial fitness training will be permitted in high activity areas and or areas of cultural, environmental or natural significance. Specific areas where these activities are prohibited include but are not limited to the following:

- A) Picnic sheds and benches
- B) Exclusive use of public outdoor fitness equipment in parks and reserves
- C) 20 metres from memorials
- D) 20 metres from any playground or play equipment
- E) 20 metres from any public change room, toilet or kiosk area
- F) 100 metres from any neighbouring residential property
- G) Sportsground or facility without a specific booking
- H) Training on stairways, pathways and grandstands

These and other designated areas can be transited but are not to be used for either static or repeated training routines. City of Ryde may nominate other areas in the exclusion zone during the life of this policy as it sees appropriate.

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

- a) Gym sessions (with or without weights, fit balls, skipping rope etc)
- b) Boxing and pad training
- c) Organised aerobic activity
- d) Yoga, Tai Chi, Pilates classes and like activities
- e) Circuit training
- f) A combination of any of the above

PART 8 : POLICY ON THE USE OF CITY OF RYDE SPORTSGROUNDS PARKS AND RESERVES BY COMMERCIAL FITNESS GROUPS AND PERSONAL TRAINERS (CONTINUED)

6. Excluded activities

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

7. Eligibility

The following criteria must be met to be eligible for a permit to provide organised or commercial fitness training activities in City of Ryde's sportsgrounds, parks and reserves.

Evidence of the following must be provided at the time of application.

Essential:

- Current Senior First Aid Certificate
- Current public liability insurance which indemnifies City of Ryde to a minimum of \$20 million.

Desirable:

- A registered professional with Fitness NSW

8. 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.

9. Size of groups

Council officers will determine the number of persons permitted per group and the number of groups that are issued a license agreement.

10. Allocation of License Agreement

A license agreement will be valid for one year and will authorise each trainer to use Community and/or Crown land for fitness activities in accordance with this policy on a nonexclusive basis / Applications for a license agreement and the number of licence agreements 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 licence agreement
- issue a limited licence agreement with restrictions on the number and types of activities, group size and the time and location of activities
- not approve the application

One trainer only may be authorised by Council to operate at any one time under the licence agreement issued. However, the authorised trainer can nominate a replacement person in case of illness or leave. The trainer must notify Council within 24hrs of the scheduled session, quote the license agreement and specify the replacement trainer and provide contact details for that trainer including contact phone numbers. Alternatively a Company can nominate a trainer/s that will operate under the permit. The company must provide a roster listing the qualified trainers who will operate under the licence agreement. Note again that only one authorised trainer can use the licence agreement at any one time. All trainers must be insured and eligible to operate under the licence agreement in accordance with this policy. Each licence agreement issued will include confirmation of the type of activities to be undertaken, when and where these activities can take place, the number and size of groups, number of session and session times.

PART 8 : POLICY ON THE USE OF CITY OF RYDE SPORTSGROUNDS PARKS AND RESERVES BY COMMERCIAL FITNESS GROUPS AND PERSONAL TRAINERS (CONTINUED)

11. Identification requirements

Each fitness trainer allocated a licence agreement shall have proper identification. This must be available at all times and be shown to Council officers when requested.

12 Licence Fees and Session Times

The following fees and charges are applicable

- 1) Up to 3 people including the trainer - No Fees applied
 - 2) More than 3 people and less than 10 –subject to availability, maximum 6 times per week per location - \$736 per quarter
 - 3) More than 10 people - \$2180 per quarter
- Trainers may operate within this fee structure at multiple locations
 - Maximum number of participants per session is 18.
 - License fees are determined based on the ratios of number of participants and use per week.
- a. Variation to the combinations of the number of sessions and number of participants will be considered on and application by application basis.
 - b. Council may determine that the number of sessions and session duration may be varied
 - c. Where trainers instruct groups of varying sizes, the number of sessions may be varied
 - d. Application for an additional licence will be required where sessions clearly exceed the number allowed
- All trainers will be required to pay a damage bond. This may be refunded in full at the end of the hire period following a satisfactory site inspection and compliance with all terms and conditions. The bond payable is calculated for each application and may vary depending on the location/s requested.
 - The number of participants and session times that may be permitted to successful applicants are:

Number of Participants	Session Duration
0-6	2 hours
More than 6	2.5 hours

- Variation of the duration of sessions will be subject to further consideration by Council.
- Application for an additional license will be required where sessions clearly exceed the number allowed

13. General Conditions

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- In the case of wet weather, phone Council's wet weather line to determine whether parks and open space have been closed.
- Comply with the Commission for Children and Young People Act and should obtain a declaration from trainers whose duties require contact with children, that they are not a prohibited person under the meaning of the Act.
- Shall not assign their rights under this license agreement or attempt in any other manner to transfer their rights under the licence agreement to any other person, it being clearly understood that the licence agreement is issued to a particular individual and is not transferable unless approved by Council in accordance with this policy.
- 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, suffered, recovered or made against the Council by any person for any loss of life, injury or damage any person may sustain due to the negligent act of a trainer whilst conducting a training session.
- When conducting training on public sportsgrounds, parks and reserves shall always conduct themselves in a proper and orderly manner and be considerate to other users and adjacent residents.

PART 8 : POLICY ON THE USE OF CITY OF RYDE SPORTSGROUNDS PARKS AND RESERVES BY COMMERCIAL FITNESS GROUPS AND PERSONAL TRAINERS (CONTINUED)

- Shall conduct their activities so not to dominate, monopolise and/or obstruct any stairways or pathways.
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- 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 the public place used.
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- Shall be liable for any fees or levies required by the department of Industrial relations, 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 loss of any such property by theft or otherwise.

14. Termination

- The 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.
- A trainer whose licence has been terminated can appeal in writing to the General Manager against the determination.