



PERSONAL TRAINING CONDITIONS OF HIRE

Commercial fitness training is not permitted in a high activity area and/or cultural environmental or natural significance areas. Specific areas where these activities are prohibited include but are not limited to:

- Outdoor seating, sheds or benches
- 20 Meters from memorials
- 20 Meters from playgrounds or play equipment
- 20 meters from any public changing rooms, toilet or kiosk area
- 100 meters away from neighbouring residential property
- 20 meters away from stairways and dual use pathways
- 20 Meters from any roads
- 10 Meters from touchline of organised sporting activities
- Limestone caves and Rocky outcrops
- Point Walter spit
- Gazebos and shade shelters
- Boat Ramps

WHAT TYPE OF ACTIVITIES CAN BE CONDUCTED UPON PUBLIC OPEN SPACE?

- Gym sessions (with or without weights [max 2KG], fitballs, skipping ropes etc)
- Boxing and pad training
- Organised aerobics activity
- Yoga, Tai Chi and Pilates classes and like activity's
- Circuit training
- A combination of the above

WHAT TYPE OF ACTIVITIES CAN NOT BE CONDUCTED UPON PUBLIC OPEN SPACE?

- Aggressive and intimidating activities including excessively loud voice calls or instructions
- Activities involving amplified music or amplified audio (voice) equipment

WHO THE POLICY SHOULD APPLY TOO.

- Commercial Fitness Groups
- Commercial Personal Trainers
- Private Personal Trainers

WHAT WILL BE THE CONDITIONS

- The permit will only be issued for the venue(s) stated
- Approvals will be for one on one sessions and/or group activities (maximum 10 people)
- Approved Fitness Groups and Personal Trainers can only operate in areas specified in their approvals.
- Approvals will not be given for groups that have more than 10 participants
- Approvals are NOT transferable between trainers or venues without written permission from the City of Melville
- Training sessions are only permitted between 07.00am and 19:00pm Monday to Friday or 09:00am and 19:00pm Sunday and Public Holidays unless approved by Environmental Health Services. Approval may be reviewed if any noise complaints are lodged with the City..

Each Fitness Group or Personal Trainer issued with a permit approved by the City of Melville:

1. Can only provide the activities for which they are suitably qualified and that have been approved by the City of Melville;
2. Can only operate in the areas and at the times specified by the City of Melville in the permit;
3. Shall manage the activities to minimize wear and tear on grassed areas (this includes rotating within the designated area and / or alternating activities);
4. Shall comply with reasonable directions of City of Melville Rangers, Community Safety and Security Officers or Reserve Coordinators and other authorized Council officers in relation to resisting or any unacceptable practices.
5. Shall have on their self the issued permit and display evidence of the permit in the prescribed manner;



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6. 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 the City of Melville the hazard or any other hazardous matters observed during the training that may require City of Melville's attention;
7. 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 the City of Melville in accordance with this policy;
8. Shall indemnify and hold the City of Melville 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 City of Melville 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;
9. Shall pay all statutory fees as required;
10. Shall always conduct themselves in a proper and orderly manner and be considerate to other reserve users and adjacent residents when conducting training on public reserves;
11. Will conduct their activities so not to dominate, monopolize and/or obstruct any stairways or pathways;
12. Will not create any noise from training activities that unreasonably disturbs other users and adjacent residents;
13. Will not suspend boxing or kickboxing bags from trees and / or structures in the public reserves;
14. Shall ensure that any exercise equipment used does not create any hazards or obstruction;
15. Ensure that any training group for which they are responsible, runs in single file when running in narrow areas;
16. 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;
17. Shall take out and maintain in their name, for the duration of the permit, an approved public liability insurance for a minimum of \$10 million and produce documentary evidence of this at the time of application;
18. Shall agree that, notwithstanding any implication or rule of law to the contrary, the City of Melville 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 City of Melville failing to do something on or to the public space used;
19. Is only authorized 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;
20. Shall not display any advertising signage including banners or 'A' frame signs on Council's public reserves;
21. Shall 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;
22. Is responsible for satisfying all occupational health and safety legislation and regulations;
23. Is liable for any fees or levies required by other public authority or statutory body.
24. Shall not allow any type of vehicle onto public open space at any time.

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I have read, understand and agree to abide by the Conditions of Hire.

Signature of Applicant: _____ Date: ____/____/____