

Commercial Recreation Permit (Personal Training)

Terms and Conditions

These terms and conditions apply specifically to the permit holder and its operations as per the approved locations and times set by the City of Melville.

The permit holder will conduct the permitted commercial activity in accordance with their submitted application and approvals issued by the City of Melville.

Personal Trainers are to abide by policies and guidelines set by Fitness Australia.

These permit terms and conditions are written in accordance with the *Local Government Activities in Thoroughfares, Public Places and Trading Local Law 2014*. All local laws are available for viewing on our website www.melvillecity.com.au

Approved Locations

The Permit holder:

1. must propose at least one location within the City to conduct their approved training sessions. Locations cannot include:
 - 1.1. Point Walter Reserve, Bicton
 - 1.2. Heathcote Reserve, Applecross
 - 1.3. Bicton Quarantine Park, Bicton
 - 1.4. Piney Lakes Reserve, Winthrop
 - 1.5. Kadidjiny Park, Melville
2. will be issued one permit per location.
3. needs to be aware that the location/s (inclusive of the parking areas) are not set aside for their exclusive use and must take note of the public and other activities

Exclusion Zones

4. Personal training sessions are not permitted to be run within, near or on the following areas:
 - 4.1. areas where high activity is taking place
 - 4.2. areas of cultural or natural significance
 - 4.3. within 20 metres of;
 - 4.3.1. memorials
 - 4.3.2. playground or play equipment
 - 4.3.3. picnic shelter, park bench/seating or any other infrastructure with a public use i.e. change rooms or toilets.
 - 4.4. any Council approved or booked activity including but not limited to filming, commercial photography, weddings, birthday parties, corporate BBQs, 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.

Approved Fitness Activities

5. The Personal Trainer can only provide the activities for which they are suitably qualified and that have been approved by the City of Melville.
 - 5.1. Activities that can be conducted at the approved location:

- 5.1.1. one on one fitness training sessions
- 5.1.2. gym sessions (with or without weights [max 2KG], fit balls, skipping ropes etc.)
- 5.1.3. boxing and pad training
- 5.1.4. aerobic activity
- 5.1.5. yoga, tai chi, pilates and like activities
- 5.1.6. circuit training
- 5.1.7. a combination of the above

Prohibited Fitness Activities

6. To prevent damage to the reserve and encourage an enjoyable experience for all users of the public open space, the following activities are prohibited:
 - 6.1. any aggressive or intimidating activities including excessively loud voice calls or instructions whether real or perceived by participants or the general public.
 - 6.2. activities involving amplified music, amplified audio (voice) equipment, a whistle or any excessive noise that unreasonably disturbs other users and adjacent residents.
 - 6.3. suspending boxing or kick boxing bags or any other equipment from trees and/or any other structures in the reserves.
 - 6.4. any activity that may dominate, monopolise and/or obstruct the general public or other users in any way (including vehicular).

Equipment

The Permit holder (and their participants) shall:

7. ensure that any equipment used does not create any hazards or obstruction.
8. remove all equipment from the site at the conclusion of each activity session.
9. not erect any structure, permanent or temporary, without receiving permission from the City.
10. not display any advertising signage including banners or 'A' frame signs on the City's public areas (unless permission has been granted by the City).

Parking

11. The personal trainer and their participant shall abide by all **Local Laws relating to Parking 2016**. This includes (but is not limited to):
 - 11.1. parking within marked bays
 - 11.2. not parking on footpaths
 - 11.3. not parking in No Standing / No Parking areas
 - 11.4. not obstructing other traffic
 - 11.5. not stopping or parking any vehicle in a public reserve, other than within a parking facility or parking station at that reserve

Hours of Operation

A personal trainer may only:

12. operate in the areas and at the times specified by the City of Melville in the permit.
13. conduct 10 sessions (1 session = 2 hours) a week in total across all approved locations.

Permit Conditions

To satisfy and maintain an approved permit, the Permit Holder:

- 14. shall always conduct themselves in a proper and orderly manner and be considerate to other reserve users (including other operators) and adjacent residents when conducting commercial recreational activities in public areas.
- 15. shall carry the issued permit at all times whilst in operation and make it available to authorised officers upon request.
- 16. must not sell clothing, equipment, refreshments or any other good, service or product at the reserve, unless the permit holder has obtained a Trading License/permit from the City.
- 17. shall manage the activities to minimize wear and tear on grassed areas (this includes rotating within the designated area and / or alternating activities).
- 18. shall comply with directions requested by City of Melville Rangers, Community Safety and Security Officers, Reserve Coordinators and other authorised Council officers.
- 19. shall ensure that the area is left (maintained) in a clean and tidy condition during and after use.
- 20. acknowledges that the permit is issued to an individual without a right of assignment of the permit unless approved by the City of Melville in accordance with this condition of hire.
- 21. acknowledges this permit only approves activities on City of Melville land. Where an activity is being conducted on neighbouring areas, separate approvals are required. The applicant is responsible for obtaining approvals as required for any activities held outside City of Melville land.
- 22. shall pay all statutory fees in advance as required.
- 23. acknowledges and accepts that a permit or renewal of a permit may not be provided if a similar business is operating in close proximity or the desired location is already heavily used by the general public or other community groups.
- 24. acknowledges and accepts that the maximum term available for any Agreement or Permit is up to one (1) year.
- 25. acknowledges and accepts that the City of Melville does not guarantee permit or agreement renewal at the conclusion of a permitted period.
- 26. acknowledges that the City of Melville reserves the right to alter or update the Permit. Any changes after receiving approval for and issuing of a permit will be applicable to continued use of an issued permit as notified by the City.
- 27. acknowledges that the City of Melville reserves the right to conduct unannounced site visits at any time.
- 28. acknowledges and accepts that in the event the permitted activity causes undue interference or disturbance to other visitors/users of the reserve/park the City of Melville reserves the right to:
 - 28.1. Add, delete or alter any conditions endorsed upon or attached to the permit approval.
 - 28.2. Suspend the permit.
 - 28.3. Cancel the permit.

Liability and Certifications

The Permit holder:

- 29. shall indemnify and hold the City of Melville harmless from any claim or demand arising from or in relation to

any act, omission, damage, loss, charge, liability, outgoing, payment, expense, cost or the like of any party.

- 30. shall not commence any action, notice, demand, proceeding or make any claim of whatsoever nature against or to the City of Melville and shall not hold the City of Melville liable for any loss, damage, charge, liability, outgoing, payment, cost or expense in relation to the hire of the reserve/park.
- 31. 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 and at anytime it is requested by the City of Melville.
- 32. must provide current documentation of any certifications which confirm approvals and qualifications from other public authorities or statutory bodies to the City of Melville when requested.
- 33. 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 operator, their staff and customers 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.
- 34. is liable for any fees or levies required by other public authority or statutory body.

Health and Safety

The Permit Holder:

- 35. shall prior to commencing activities, inspect the immediate area to ensure no hazards are evident and take appropriate action to remove those hazards or alternatively relocate, without undue delay, report to the City of Melville the hazard or any other hazardous matters observed during the lesson that may require City of Melville's attention or the governing authority.
- 36. is responsible for adhering to the Environmental Protection (Noise) Regulations; noise (particularly music) which can be heard by neighbouring residents should not commence until after 7am Monday – Saturday or after 9am on Sundays and Public Holidays.
- 37. is responsible for satisfying all occupational health and safety legislation and regulations.
- 38. is responsible for providing all necessary first aid and/or rescue equipment as required by the governing body of the relevant activity.
- 39. must possess all necessary safety training as required by the governing body of the relevant activity.

Notice of Breach

- 40. If the operator fails to comply with any of these conditions or Local Laws, the City of Melville will then notify the Operator.
- 41. Any non-compliance could result in permit cancellation.

I agree and consent to the above terms and conditions:

Signature: _____

Print Name: _____

Dated: _____ / _____ / _____