



THE RURAL CITY OF MURRAY BRIDGE APPLICATION FOR HIRE OF COUNCIL RESERVES FOR FITNESS GROUPS AND PERSONAL TRAINERS (Permit will be valid for 12 months)

This booking is not confirmed until this form is completed in full and returned.

Hirer:		Contact Person:	
Email address:		Fax:	
Address:		Business phone: Mobile:	
ABN:			

Facility Required: (please tick)

Diamond Park		Other Please Specify	
Monarto Sporting Complex Oval		Other Please Specify	
LeMessurier Oval		Other Please Specify	
Showgrounds Oval		Other Please Specify	
Edwards Square / Sound Shell		Other Please Specify	
Sturt Reserve		Other Please Specify	
Johnstone Park		Other Please Specify	
Swanport Reserve		Other Please Specify	

Duration of Event:

From: (date) / / , (start time) _____ am / pm.

To: (date) / / , (end time) _____ am / pm.

From: (date) / / , (start time) _____ am / pm.

To: (date) / / , (end time) _____ am / pm.

Type of Training: (e.g. Gym Session, Aerobic activities Yoga, tai chi, Pilates and any mat activity Circuit Training etc.

Description of training:

Please explain in detail the parameters of your activities and how you plan to utilise the facilities.

Each application shall be assessed on information provided, specific information maybe further requested depending on the nature of the Event.

Number of expected attendees (must be less than 20)		
Equipment requirements or equipment to be used i.e. mats, sporting equipment, if supplying your own equipment please specify:		
Is it anticipated that your training will have an impact on surrounding roads and footpaths, if so please specify:		
<u>CHECKLIST</u>		
Will the training be open to the public (uninvited guests)?	Yes	No
Music (recorded or live)	Yes	No
Have you made a tentative booking for the facility with Council?	Yes	No
Do you propose to charge fees? If so, provide details:	Yes	No
It is compulsory to supply a copy of your public liability insurance, Certificate of Currency, of at least \$20,000,000 (twenty million). Has this been done?	Yes	No
It is compulsory to supply a copy of relevant and appropriate qualifications to hold such activities (minimum of Certificate IV in fitness)	Yes	No
It is compulsory to supply a copy of a current Senior First Aid & CPR Certificates	Yes	No
It is compulsory provide a sample of a 'typical' outdoor fitness activity session plan and equipment used	Yes	No
It is compulsory to supply a Risk Management Plan (lighting, surface, equipment, weather) – include your Communications Plan – to the group, in the event of an emergency and your Environmental Impact Statement – landcare, car parking, noise and waste.	Yes	No
It is compulsory to supply a copy of a roster of your program/activities including days of the week, times, equipment	Yes	No
It is compulsory to supply a copy of your Emergency strategy/contingency plan (rain, lightning, heat, injury, transport)	Yes	No

**** I acknowledge that I have read and understand the Conditions of Hire, and agree to abide by these conditions. I will ensure that the person(s) organising the function also abide by these conditions.
The signatory has the authority to bind the hirer.**

Signature:		Name (please print):	
		Date:	

Hire Approved:	Yes	No	Hire Fee Paid:	Yes	No	Date:	
Bond Paid	Yes	No	Key Bond Paid	Yes	No		
Invoiced:	Yes	No	Invoice No:			Receipt No:	
Key Returned:	Yes	No	Bond(s) Refunded:	Yes	No	Date:	
Post Inspection Completed	Yes	No	Comments				

General Conditions

The permit holder:

1. must ensure that they only provide the activities for which they are suitably qualified, insured and registered for under the conditions of the permit;
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 Rangers and other authorised Council officers 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 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, Australian Prudential Regulation Authority (APRA) approved public liability insurance for a minimum of \$20million 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 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 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 the consumption or sale of alcohol;
20. will not promote any discriminating, insulting, offensive, threatening or vulgar behaviour or displays;
21. will not drive a vehicle on any part of a council reserve other than a defined carriageway without prior written approval from Council;
22. 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;
23. will not drive spikes or stakes into the ground without specific direction from Council;
24. shall be responsible for satisfying all work health and safety legislation and regulations;
25. shall be liable for any fees or levies required by WorkCover or any other public authority or statutory body;
26. 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;
27. 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; and
28. Council may revoke the permit if the permit holder does not comply with the conditions of the permit.
29. **Termination**

Council has 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 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.

A trainer whose permit has been terminated can appeal in writing to the General Manager Sustainable Communities.