

**OPEN SPACE/SPORTING FACILITIES –
COMMERCIAL HEALTH & FITNESS
PROVIDERS POLICY**

AUTHORISATION

POLICY TYPE: <i>(Council or Operational)</i>	Council
POLICY LOCATION: <i>(eg. Corporate, Engineering, etc.)</i>	Infrastructure and Sustainability
RESPONSIBLE OFFICER: <i>(by position title)</i>	Director Technical Services
AUTHORISED BY: <i>(GM or Director Title)</i>	Manex
DATE ADOPTED:	12 August 2022
ADOPTED BY: <i>(Manex or Council)</i>	Council
MINUTE NO: <i>(If required)</i>	
REVIEW DUE DATE: <i>(Four years unless statutorily required sooner)</i>	May 2026
REVISION NUMBER:	2

DOCUMENT HISTORY

VERSION NO.	DATE	DESCRIPTION OF AMENDMENTS <i>Include names of former policies that this policy will replace if applicable</i>	AMENDED BY <i>(Where required)</i>
0	20.10.2009		
1	15.08.2017		

REVIEW OF THIS POLICY

This Policy will be reviewed within four (4) years from the date of adoption or as required in the event of legislative changes. The Policy may also be changed as a result of other amendment that are to the advantage that Council and in the spirit of this Policy. Any amendment to the Policy must be by way of a Council Resolution.

1. Purpose:

The parks, reserves and swimming pools are highly valued by the Bland Shire community. These open spaces are an attractive environment that encourages a healthy and active lifestyle.

Bland Shire Council (Council) supports opportunities to participate in safe, supervised health and fitness activities that enhance physical and social wellbeing. Commercial health and fitness providers are increasingly recognising the attraction of conducting such activities in these pleasant outdoor environments.

2. Scope:

The Council has adopted developed principles that will guide the Council's management of the use of the Council reserves by commercial health and fitness groups. This system aims to manage these activities in a manner that balances industry needs, supports safe, physical wellbeing activities, provides protection of natural assets and maintains community access and amenity.

3. Outcomes:

1. General Principles:

- The Council supports managed commercial health and fitness groups using Council owned or managed reserves, with the primary consideration given to land management and conservation, community access and amenity.
- Formalised booking will be aligned with the current seasonal sportsground allocation process.
- Applications will only be taken from trainers and instructors who have appropriate insurance to cover qualifications.
- The terms of use will ensure that social, cultural and environmental impacts are minimised and that activities will only be in appropriate designated areas.
- Under the conditions of the Council permit;
 - Apart from special exception – groups generally will not exceed 15 participants
 - Conduct must not be aggressive or intimidating
 - Noise cannot disturb the “quiet enjoyment” of other users or residents
 - Signage will not be permitted
 - There must be no damage or obstruction to any assets
 - Any equipment used must be portable by an individual by hand.
- Fees will balance the commercial nature of the activity with the community health benefits. The half yearly fee structure aims to recover direct costs of the application process and extent of usage to assist in the effective management of the use of public open space.

2. Exclusion Zones

No organised or commercial fitness training or organised ball sports are permitted in the following areas or sites of; high pedestrian activity; cultural, social or environmental significance; or areas designated for Children's play or family amenity. Specific areas where these activities are prohibited include, but are not limited to the following;

- Playgrounds
- Trees, garden beds and vegetation
- Picnic and barbecue facilities
- Park furniture, buildings and structures
- Council amusement device
- Environmentally sensitive areas such as bushland
- Socially or culturally sensitive areas, including memorials, shrines and public art works
- Any designated sportsgrounds or swimming complex without a specific booking

- Stairways within open spaces and public footpaths may be transited but not used for training activity
- Any other areas that may be nominated by the council at any time
- Any areas that may be temporarily closed by the Council.

3. Permissible Fitness Activities Under the Policy (Subject to Council Approval)

- Gym sessions (with or without hand weights, fitballs, skipping ropes etc).
- Boxing and pad training
- Organised aerobic activity and running groups
- Circuit training
- Water aerobics
- Swimming lessons
- Relaxation, meditative, balance and strength activities – such as Yoga, Pilates and Tai Chi
- A combination of any of the above.

4. Excluded Activities

- Aggressive or intimidating activities including combat/fighting training
- Amplified music or use of amplified audio (voice) equipment
- Organised ball sports are restricted to designated sportsgrounds
- The offering for sale of clothing, merchandise, equipment, refreshments, goods, services or products
- The display of advertising signage including banners of 'A' Frame signs
- The setting up of gymnasium type equipment (e.g. weight benches, weight stacks, stationary bikes, punching/boxing bags, treadmills, steppers etc.)
- Any activities excluded under the Councils' swimming pool rules
- Diving, unless presided over by a qualified diving coach or in meeting with accordance with Royal Lifesaving Society Guidelines.

5. Eligibility

The following criteria must be met to be eligible for a permit to provide commercial health and fitness training activities in Council owned or managed pools, parks and reserves. Evidence of the following must be provided at the time of application;

- Current Public Liability insurance which indemnifies the Council to a minimum of \$10 million – (see clause 13 for insurance requirements)
- Current Professional Indemnity insurance which indemnifies the Council to a minimum of \$5 million – (see clause 13 for insurance requirements).

6. Nature and Size of Groups

Council officers will determine the maximum number of persons permitted per group depending on the nature of the activity, equipment used and area requested. However, apart from special exceptions, a permit will generally not be issued for groups that have more than **15** participants.

7. Allocation of Permits

A permit card will authorise the named permit holder to use the Council owned or managed reserves for health and fitness activities in accordance with these terms and conditions on a non-exclusive basis. The permit is valid for the stipulated season*, location, session, maximum number of participants and activity type. Permits may be cancelled by the Council if the terms of the permit are breached. If the permit is not reasonably utilised then the Council may also cancel the permit.

8. Permit Period

8.1 Seasons*

- Winter season - April to 30 September

- Summer season – 1 October to 31 March.
- A permit is valid for one season only
- There will not be provision for part payments if permit is purchased into an already commenced season.

8.2 Single

- A one off payment per session is required (in relation to Pools)
- Single permit is valid for either season.

9. Application Assessment

The assessment of applications will be based on the following:

- Usage demand, intensity of use of the area and times requested
- Number and nature of existing permit holders in the area
- Other activities (passive and active) being undertaken in the area
- Special events that may be occurring in the area
- Nature 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
- Past connection of permit holder to the area requested
- Management of the natural and built assets to preserve and protect the environment
- Compliance history with permit/s of the applicant within Bland or other Shire's.

In considering the above, Council Officers may decide to:

- Approve the application and issue a permit, or
- Issue a limited permit with restrictions on the number and types of activities, group size and the time and location of activities, or
- Not approve a permit.

Permits will only be issued in the name of the applicant and/or business and are not transferable. All trainers must be insured and eligible to operate under the permit in accordance with the eligibility conditions – refer to section 5.

10. Identification Requirements

Each approved commercial fitness operator will be issued a permit in the name of the applicant (person or business name) that will detail the terms of the permit, such as maximum number of participants, activity type, location and times of session. This must be available to be shown to authorised Council Officers on request.

11. Permit Fees

Fees will be charged in accordance with the Council's revenue policy. Fees are payable within two weeks of the commencement date of the permit. The Council may cancel a permit if payment has not been received by the due date.

12. General Permit Conditions

Each commercial fitness and health trainer approved by Bland Shire Council and issued a card;

- Must only provide the activities for which they are suitably qualified and that have been approved by the Council
- Must only operate in the areas and at the times specified by the Council in the permit
- 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 from the Council's Officers/Pool staff.
- Must produce evidence of the permit when requested by an authorised Council Officer

- f. 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 Council the hazard or any other hazardous matters observed during the training that may require the Council's attention.
- g. 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 or business, it being clearly understood that the permit is issued to a particular person and/or business is not transferable.
- h. When conducting training on Council reserves/complex's shall always conduct themselves in a proper and orderly manner and be considerate to other reserve users and adjacent residents.
- i. Shall conduct their activities so not to dominate, monopolise and/or obstruct any stairways or pathways
- j. Must not create any noise from training activities that unreasonably disturb other users and adjacent residents
- k. Shall not suspend boxing or kickboxing bags from trees and/or structures in the public reserves
- l. Shall ensure that any exercise equipment used does not create any hazards or obstruction
- m. Must ensure that any training group for which they are responsible, runs in single file when running in narrow areas (excluding the pool complex)
- n. Shall ensure that their clients do not step on or walk on or in any other way inappropriately use park furniture, structures, shrines, memorials, or public art works
- o. Shall leave the training area in the same condition it was at the commencement of training
- p. Is only authorised to provide the training sessions specified in their permit and must not sell clothing or equipment or refreshments or any other goods, service or product
- q. Must not display any advertising signage including banners or "A" frame signs
- r. Must not interfere with any Council approved or booked activity including but not limited to a wedding, birthday party, function, special event, sport or sporting activity that is being carried out on any Council owned or managed pool/reserve
- s. Shall be responsible for satisfying all occupational health and safety legislation and regulations
- t. Shall be liable for any other fees or levies required by any other public authority or statutory body
- u. Shall not conduct activities on any areas that Council has withdrawn for use
- v. Shall ensure that all promotional material is presented in a professional manner and does not contain any material likely to cause offence or embarrassment to any person or Council
- w. Shall make good any damage to Council assets that have occurred as result of the activities of the trainer and will be liable for all costs incurred by the Council
- x. Persons enter Council owned or operated facilities/reserves at their own risk.

The Council does not, and will not, accept liability for any activities associated with the permit holder and the Council shall not be in any way responsible for any property of the permit holder or any other person associated with the activities of the permit holder.

13. Insurance Requirements

- **Public Liability Insurance**
The permit holder shall, at all times during the agreed term, be the holder of a current Public Liability Policy of Insurance ("The Public Liability Policy") in respect of the activities specified herein the name of the permit holder providing coverage for a minimum sum of \$10 million. The Public Liability Policy shall be effected with an insurer approved by the Council.

- **Professional Indemnity Insurance**
The permit holder shall, at all times during the agreed term, be the holder of a current Professional Indemnity Policy of Insurance (“The Professional Indemnity Policy”) in respect of the activities specified herein the name of the permit holder providing coverage for a minimum sum of \$5 million. The Professional Indemnity Policy shall be effected with an insurer approved by the Council.

The Professional Indemnity Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by the permit holder.

14. Council’s Indemnity

The permit holder agrees to indemnify and to keep indemnified, the Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the permit holder’s performance or purported performance of its obligations under this application and be directly related to the negligent acts, errors or omission of the applicant.

The permit holder’s liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council its servants or agents, contributed to the loss of liability.

15. Termination, Breaches and Appeal Process

The Council reserves the right to cancel the permit without further notice if, in its sole opinion, it has determined that the permit holder has failed to comply with the reasonable direction of an authorised Council Officer, or has breached the terms of the permit or the terms and conditions for the use of “Council Open Space/Sporting Facilities – Commercial Health and Fitness Providers”, or conditions contained within the application form, or has any overdue payments or outstanding debts to the Council.

Should Council receive a high level or serious complaints about a particular group/trainer or site; the Council reserves the right to restrict or cancel the permit. The Council will advise the trainer in writing of the nature of the breach, the conditions of the restriction or cancellation of the permit and effective date.

If a trainer does not apply for a permit, the trainer will be advised on the first occasion to cease activities and to apply for a permit. On any subsequent occasions the trainer will be asked to cease activities immediately and may be issued with a penalty notice in accordance with the Local Laws.

A permit holder whose permit has been cancelled can appeal in writing to the General Manager, Bland Shire Council. The General Manager, or a delegated officer, will have final determination on the appeal.

4. Roles and Responsibilities:

These terms and conditions will apply to all commercial operators who seek to use Council owned or managed pools, parks or reserves for the provision of health and fitness training service for financial gain including, but not limited to:

- Personal training – personalised health, fitness and exercise instruction for individuals
- Group class – supervised swimming lessons, health, fitness and exercise classes.

The terms of the permit will apply to all swimming pools, parks and reserve areas that are owned or managed by the Council.

Groups Excluded from this Policy:

The policy does not apply to the following groups engaging in not-for-profit health and fitness activities:

- Non commercial health and fitness training e.g. (NSW Sport & Rec)
- Walking Groups
- Activities of local schools under the supervision of a teacher
- Activities of local sporting clubs and associations.

Any significant, organised activities would still be subject to the usual booking processes for the use of parks, reserves and pools. Contact the Council's Administration Officer on 6972 2266 for further information or the Council's website for the appropriate form.

5. Relationship to Community Strategic Plan:

This Policy supports Council's Delivery Program Strategy 8.1 Ensure users of Council's facilities comply with agreements.

6. Attachments:

- **Attachment 1:** Bland Shire Council Park Booking Form (Non Sporting Usage)
- **Attachment 2:** Bland Shire Council Sporting Facilities Application Form

Conditions of Hire

1. A fee is payable upon lodgement of the application. Payment of the hire fee is required in full when the Booking Form is submitted. Non-profit and incorporated community organisations are fee exempt. Notice of cancellation is required at the earliest opportunity. When cancellations are made at least 5 working days prior to the event an application for a refund following cancellation may be made however 25% will be retained by Council for administration cost. Please note that the fee is non-refundable in circumstances where inclement weather affects your ceremony.
2. Applications are to be submitted to Council at the earliest opportunity but no later than 5 working days prior to the event. A booking cannot be confirmed until the completed Booking Form is returned to Council and no tentative bookings are to be taken.
3. The booking receipt should be available at your function as evidence that you have Council's approval. Further, approval is given to use the area only for the times stated in the approved form. Please ensure you adhere to the times specified as another function may take place both prior to and/or after your booking.
4. The Hirer is to understand that the park is public land and therefore Council can not grant exclusive access to the area being booked. However Council will not take any other bookings for the same area.
5. Parks are maintained on a routine maintenance program and are not specifically groomed prior to your function. However, Council will endeavour to ensure the area is in a well presented condition where possible. Council does not accept any responsibility for the condition of the area including mowing, maintenance or inclement weather conditions resulting in leaf/branch debris, or activities out of Council's control in the area prior to your booking.
6. For environmental reasons, please do not use confetti, glitter, streamers or other manufactured products. Council considers organic based products, such as rice, rose petals and/or bubbles a reasonable alternative.
7. Council does not permit vehicle access in parks. At no time is pedestrian traffic on any pathway to be obstructed.
8. Access to Council controlled electricity is generally not available for functions at most locations. If the function has approved electrical access, keys are to be collected and returned as per the application form.
9. The area should be left in a clean and tidy condition, failure to do so will result in the cost of cleaning the area being billed to the Hirer. The Hirer is to accept responsibility for the cost of repair of any damage or breakage (other than normal wear and tear) to any part of the building, fittings, fences, grassland, park furniture or other property of Council, caused through the use of Council's by the Hirer.
10. Spikes, stakes and other objects (e.g. for tents) are not to be placed into the ground without first gaining Council's permission to do so. Buried electrical cables, irrigation lines and water pipes are a safety hazard.
11. Incorporated community groups, organisations, or business or commercial operators must submit a copy of their Public Liability Insurance Certificate with the completed booking form.
12. The hirer shall be held responsible for any accident, loss, damage or injury sustained by any person or persons using the venue during the period of hire notwithstanding that it arose from or by reason of any default in furniture, fittings or other accessories of any kind whatsoever, the signed hire agreement shall be deemed to indemnify Council against all claims and demands made or costs or expenses incurred in connection therewith.
13. The Council shall not be held responsible in any way for damage to or loss of any property of the hirer nor for any loss occasioned by the hirer through accident or failure of the electricity or other plant or by any unavoidable cause.
14. The area must be left in a clean and tidy condition with no damage to Council property. Hirers are held responsible for any cleaning, repair or maintenance required as a result of their booking. All Hirers of the facility shall, in so far as possible, reinstate any of the grassed surfaces, which have been substantially disturbed by the conduct of their function.
15. Notwithstanding any prior booking made to any other person or persons, the property will be made available to the Local, State or Federal Governments for any other purpose which Council may consider necessary.
16. Council reserves the right not to accept bookings from any person or persons.
17. The Hirer shall abide by all directions given by Council.
18. No smoking is permitted in or within 10 metres of any building located in any Council facility. This includes any canteen, change room, toilet, bar or grandstand. Smoking areas are to comply with all relevant acts and regulations.
19. Alcohol must not be served or sold at the facility unless an appropriately licensed. The occupant must first get the consent of the Council in writing prior to applying for a liquor licence.
20. For safety reasons, there is to be no serving of drinks in glass containers.



ATTACHMENT 2: BLAND SHIRE COUNCIL SPORTING FACILITIES APPLICATION FORM

Contact Person/Organisation				
Name				
Organisation				
Telephone		Mobile		email

BOOKING DETAILS	
Park or Oval	<input type="checkbox"/> McAlister Oval <input type="checkbox"/> Perseverance Street East Oval <input type="checkbox"/> Perseverance Street South Oval <input type="checkbox"/> Perseverance Street West Oval (Ron Crowe) <input type="checkbox"/> Redman Oval <input type="checkbox"/> Other (please specify).....
Time(s) and Dates for the booking For a season booking, please attach a copy of the season draw.	
What will you be using the park/oval for?	
Will any line marking be required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you need keys?	<input type="checkbox"/> Yes <input type="checkbox"/> No Council will be in contact if you need keys
Canteen Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No Specify which Canteen required.
Will you be using electricity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Change room Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No Specify which change room required

OFFICE USE ONLY				
Agreement in place	<input type="checkbox"/> Memorandum of Understanding signed <input type="checkbox"/> Licence Agreement <input type="checkbox"/> Commercial Health and Fitness Provider Agreement <input type="checkbox"/> Booking subject to additional fees <input type="checkbox"/> Yes <input type="checkbox"/> No <div style="text-align: center;">Paid <input type="checkbox"/> Yes <input type="checkbox"/> No</div>			
Entered In Diary	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Name</td> <td style="width: 30%;">Signature</td> <td style="width: 30%;">Date</td> </tr> </table>	Name	Signature	Date
Name	Signature	Date		

PARKS AND OVALS FACILITIES

PARKS

PARK	TOILETS	BBQs
Barnardo	✓	
Cooinda	✓	✓
Herridge	✓	✓
McCann	✓	✓

OVALS

OVAL	FACILITIES
McAlister Oval	Turf Cricket pitch Cricket practice nets AFL goal posts (In season) Little Athletics (in season) Long jump pit (with 3 runways) 2 x discus cages 2 x shot-put circles 4 x Netball Courts 2 x Canteens Change rooms Coaches boxes Toilets. PA System
Perseverance Street Soccer/Rugby Oval	Combination Soccer/Rugby posts Canteen Toilets (adjacent to cricket oval).
Perseverance Street Cricket Oval	Artificial pitch Toilets.
Ron Crowe Oval	Grandstand Change rooms Canteen Rugby posts Toilets.
Redman Oval	Team shelter Artificial cricket pitch Toilets (in Cooinda Park approx 200m)