

# **POLICY ON THE USE OF COUNCIL SPORTSGROUNDS PARKS AND RESERVES BY COMMERCIAL FITNESS GROUPS AND PERSONAL TRAINERS**

Folder No:

## **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 Willoughby 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 - eg potential conflict with displaced users, management of demand, domination and monopolisation of areas and exploitation of public land by commercial operators
- b) Impact on the asset - eg trainers (especially of large groups) are causing wear and-tear to recreational facilities
- c) Public liability concerns - eg trainers with insufficient insurance

The need to regulate use of sportsgrounds and public reserves by organised or commercial fitness groups and personal fitness trainers has been identified. This policy responds to this need.

### **2. Purpose / Aims**

In implementing this policy, Council aims to:

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

### **3. Scope**

This policy will cover:

- a) one on one sessions and / or group activities;
  - b) all lands including sportsgrounds, parks, public reserves within the Willoughby Local Government Area under the care control or management of Council.
- Council approved commercial fitness trainers must only operate in the areas specified in their licence 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:

- Picnic sheds and benches;
- Exclusive use of public outdoor fitness equipment in parks and reserves;
- Gore Hill Cemetery;
- 20 metres from memorials;
- 20 metres from any playgrounds or play equipment;
- 20 metres from any public change room, toilet or kiosk areas;
- 100 metres from any neighbouring residential property;
- Any designated sports field or facility without a specific booking;
- Training on stairways and pathways including but not limited to Chatswood Oval, Gore Hill Oval.

These and other designated areas can be transited but are not to be used for either static or repeated training routines. Council 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):**

- gym sessions (with or without weights, fitballs, skipping ropes etc)
- boxing and pad training
- organised aerobic activity
- yoga, Tai Chi and Pilates classes and like activities
- circuit training
- a combination of any of the above

#### **6. Excluded activities**

- Aggressive and intimidating activities will not be permitted including excessively loud voice calls, whistle blowing or instructions.
- 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 Willoughby City Council's public 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 Willoughby City Council to a minimum of \$10 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
- Defence Forces

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 licence agreement.

## 10. Allocation of Licence Agreement

A licence agreement will be valid per quarter or 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 licence 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 neighboring 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:

- a) approve an application and issue a licence agreement;
- b) issue a limited licence agreement with restrictions on the number and types of activities, group size and the time and location of activities;
- c) 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 licence 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 be 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 (refer to pt 7). 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 sessions and session times.

## **11. Identification requirements**

Each commercial 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**

A 'one off' application/administration fee and an annual Licence fee is applicable under this policy. These fees will be set out in the fees and charges section in Council's Management Plan and are available on Council's website [www.willoughby.nsw.gov.au](http://www.willoughby.nsw.gov.au).

## **13. General Conditions**

Each commercial fitness trainer approved by Willoughby City Council:

- a) must only provide the activities for which they are suitably qualified and that have been approved by Council;
- b) must only operate in the areas and at the times specified by Council in the licence agreement;
- c) must manage the activities to minimise wear and tear on grassed areas (this includes rotating within the designated area and / or alternating activities);
- d) must comply with reasonable directions of Council's Sportsgrounds Co-ordinator, Council Rangers and other authorised Council officers in relation to any unacceptable practices;
- e) 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 Council the hazard or any other hazardous matters observed during the training that may require Council's attention;
- f) shall not assign their rights under this licence 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;
- g) 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;
- h) 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;
- 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 disturbs 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;
- n) 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;
- o) shall take out and maintain in their name, for the duration of the term of the licence agreement, Australian Prudential Regulation Authority (APRA) approved public liability

insurance for a minimum of \$10 million and produce documentary evidence of this at the time of application;

p) 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;

q) is only authorised to provide the training sessions specified in their licence agreement and must not sell clothing or equipment or refreshments or any other good, service or product;

r) must not display any advertising signage including banners or 'A' frame signs on Council's public sportsground, parks / reserves;

s) must 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;

t) shall be responsible for satisfying all occupational health and safety legislation and regulations;

u) Council employees carrying out maintenance have right of way at all times;

v) shall be liable for any fees or levies required by the Department of Industrial Relations or 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 any 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 or the terms of Council's Policy on the Use of Council's Reserves by Commercial Fitness Groups and Personal Trainers. A trainer whose licence agreement has been terminated can appeal in writing to the General Manager, Willoughby City Council, PO Box 57, Chatswood, NSW, 2057, stating the reasons for the appeal.