

Personal Training Application Form

Please complete all fields and return to the City of Newcastle (CN) via email parks&sportsground@ncc.nsw.gov.au. For any further information, please contact CN's Community and Recreation team on 02 4974 2000.

Notes

- For applications received by CN less than 15 days prior to the commencement date, as per CN's current adopted fees and charges, the late application fee will be applied.
- Please refer to CN's current Fees and Charges document in relation to statement of fees and charges applicable to this application.

SECTION 1 – APPLICANT DETAILS							
Contact Name:							
Organisation Name:							
ABN Number: (If applicable)							
Postal Address:							
Phone Number:							
Email:							
Fitness Registration Number:		Expiry Date:					
Names of other staff involved in conducting activities:		Registration Number:					
		Registration Number:					
		Registration Number:					
SECTION 2 – BOOKING DETAILS –							
Due to seasonal sports, bookings on <u>sportsgrounds</u> may only be booked for a maximum of 6 months.							
Name of Beach / Park / Reserve / Sportsground:							
Number of participants: (Max 18)							
Types of Exercise Activities:							
Dates of Use:	<input type="checkbox"/> 1 Jul – 30 Sep		<input type="checkbox"/> 1 Oct – 31 Dec				
	<input type="checkbox"/> 1 Jan – 31 Mar		<input type="checkbox"/> 1 Apr – 30 Jun				
Days / Times of Use:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
AM	From:						
	To:						
PM	From:						
	To:						
Please outline what control measures you have in place to reduce the following:							
<ul style="list-style-type: none"> • Risk to CN assets (including land) • Risk of injury to members of the public • Any other hazards or risks that may arise as a result of the activities you are conducting. 							

SECTION 3 – PUBLIC LIABILITY INSURANCE			
Copy of Certificate of Currency must be attached			
Insured Name:			
Insurance Company:			
Policy Number:		Coverage Value:	
Commencement Date:		Expiry Date:	
Location of Coverage:			
City of Newcastle noted as an 'Interested Party' (This must be listed on the certificate of currency)	YES	<input type="checkbox"/>	NO (Provide reason below) <input type="checkbox"/>

NOTE: If City of Newcastle is **not** noted as an Interested Party on your Certificate of Currency, please provide a reason why: _____

SECTION 4 – PERSONAL TRAINING HIRE AGREEMENT			
I have read and agree to abide by all the conditions detailed within this application form. The information supplied on this application form is to the best of my knowledge. Should there be any alterations to this information, I will advise City of Newcastle immediately. I understand all application fees are non-refundable.			
Applicant Name:		Position:	
Applicants Signature:		Date:	

Please complete all fields and return to CN via email parks&sportsground@ncc.nsw.gov.au or mail;

**Community and Recreation
City of Newcastle
PO Box 489
NEWCASTLE NSW 2300**

For any further information, please contact CN's Community and Recreation team on 02 4974 2000.

Protecting your privacy

City of Newcastle is committed to protecting your privacy. We take reasonable steps to comply with relevant legislation and CN policy.

Purpose: Information required for allocation of Sporting Grounds, City of Newcastle.

Intended recipients: Parks and Recreation.

Supply: Voluntary.

Consequence of Non-Provision: Application not processed.

Storage and security: City of Newcastle Electronic Document Management System; records to be kept indefinitely.

Access: City of Newcastle, phone 02 4974 2000, fax 02 4974 2222

PERSONAL TRAINING LICENCE AGREEMENT - CONDITIONS OF APPROVAL

Failure to comply with these conditions may result in the withdrawal of future approvals, the recovery of costs and/or the institution of legal action.

This Personal Training Licence Agreement (Agreement) is issued subject to the Personal Training Applicant (Licensee) meeting the conditions of approval, conditions of consent, and obtaining all necessary approvals of City of Newcastle (CN) and any other relevant authority e.g., insurances, public liability, traffic management, sound, waste management and WorkCover approvals.

1. No fitness activities will be permitted in high activity areas and/or areas of cultural, environmental or natural significance. Specific areas prohibited include, but not limited to:
 - Newcastle Eastern End Exclusion Zone (see attachment).
 - King Edward Park – areas prohibited include the Rotunda and surrounding grassed area, Garside Gardens and the endangered “Themeda” grasslands area.
 - Empire Park – the inside perimeter of the sportsground is not covered by agreement and requires a separate application.
 - Dixon Park – no restricted area (other than picnic and playground facilities).
 - Newcastle Ocean Baths.
 - Newcastle Beach.
 - Merewether Ocean Baths and adjacent stairways.
 - Grassed areas adjacent to Surf Life Saving Clubs.
 - Bathers Way (including Memorial and ANZAC Walks)
 - Sand dunes.
 - 20 metres from memorials.
 - 20 metres from playgrounds, play equipment, pergolas, rotundas and public BBQ facilities.
 - 20 metres from any public change room, toilet or kiosk facilities.
2. Access is strictly limited the licenced park, sportsground or beach (licenced area) noted on the licence and the Licensee is not permitted to access any other licenced area for the activity. The Licensee shall at times, when directed, relocate their activities to other licenced areas so that their activities do not impact on CN activities or other approved activities, or the public.
3. CN's Public Liability Insurance Policy covers the respective rights and liabilities of CN and its agents, but does not cover any negligence attributable to the Licensee or person acting on the Licensee behalf. Accordingly, CN is to be indemnified for \$20 million against any claims for liability connected with the hirer's use and control of the area. A copy of the Licensee Public Liability Insurance Policy with specific cross liability clause inserted is to be submitted to CN prior to the event / activity and with the Application Form.
4. The Licensee is to ensure service providers for activities associated with the event / activity have Workers' Compensation Cover for their employees.
5. The Licensee and its employees, agents and sub-contractors must have and maintain appropriate qualifications with the following minimum qualifications:
 - Accreditation with Industry recognised registration service,
 - Current First Aid certificate,
 - Be competent in undertaking their service.
6. CN may at any time require proof of qualifications and experience of any employees, agents and sub-contractors the Licensee engages or uses in carrying out of Personal Fitness Training activities under this Agreement.
7. Class sizes are limited to a maximum of 18 persons per Trainer.
8. The Licensee must comply with CN's regulations, policies and any requirements or directions of authorised CN officers.
9. The Licensee shall immediately notify the Aquatic Services Coordinator (Beaches) and/or the Sports Support Officer (Parks, Reserves and Sportsgrounds) of any incident during the conducting of activities involving death of, or personal injury to, any person or damage to CN property. If requested, a written incident report is to be promptly submitted to CN.
10. The Licensee indemnifies CN, its servants and agents from and against all actions, claims, losses, damages, penalties, demands or costs whatsoever which may be brought or made against it or them by any person in respect of or by reason of or arising out of the performance of the Licensee's activities.
11. The Licensee's liability to indemnify CN is reduced proportionally to the extent that an action or omission of CN or employees or agents (other than the Licensee) of CN may have contributed to the injury, damage or loss.

12. CN does not warrant that any facilities or services rendered, or materials supplied will be fit for the purposes for which the Licensee requires them. A person to whom the services are supplied engages in the activity at his or her own risk.
13. The Licensee shall comply with:
 - Any Acts, regulations, local laws, codes of practice and Australian Standards which are in any way applicable to WH&S and the performance of services,
 - Any and all directions by CN's representative relating to public safety.
14. Prior to commencing any commercial fitness training activities, the Licensee must inspect the immediate area to ensure no hazards are evident and take appropriate action to remove those hazards or alternatively move to another training site (if appropriate) and, without undue delay, but within 24 hours, report to CN the hazard or any other hazardous matters observed during the training that may require CN's attention.
15. The Licensee must ensure for Personal Fitness Training Activities conducted for schools, that the students have written parental consents to participation by persons of under 18 years of age, in the activities acknowledging they are aware of the risks involved in their child's participation in the activities.
16. The Licensee must give to all participants involved in the activities, including the carers of any "incapable persons" (that is, a person who, because of their young age or a physical or mental disability, lacks the capacity to understand a risk warning), a verbal or written warning of all the risks involved in the activities.
17. The Licensee shall ensure that the Personal Fitness Training Activities are always conducted upon the area in a manner which is not to the annoyance, nuisance or disturbance of other users of CN facilities including other Personal Fitness Trainers.
18. The Licensee shall conduct all activities in a friendly relaxed environment and maintain the highest standard instruction with competent instructors.
19. The Licensee shall be responsible for managing the activities including taking all bookings and collecting all payments for the activities.
20. The Licensee must maintain a record of dates and times for each lesson and, for each lesson, the names of participants in each lesson.
21. The Licensee shall at the end of each financial year supply to the Aquatic Services Coordinator (Beaches) and/or the Sports Support Officer (Parks, Reserves and Sportsgrounds) an Annual Report on dates and times of lessons and the number of participants in each lesson.
22. CN shall review the Licensee's performance each year for the duration of the Licence. Should all terms and conditions be observed and satisfied the Licence agreement may continue. Non-compliance with any of these terms and conditions may result in termination of the contract.
23. All complaints regarding the service received throughout the term of the Agreement must be discussed with the Aquatic Services Coordinator (Beaches) and/or the Sports Support Officer (Parks, Reserves and Sportsgrounds) in a timely manner.
24. Complaints of a serious nature shall constitute a breach of the Agreement. CN may terminate this Agreement by written notice to the Licensee if the Licensee fails to remedy any breach within 14 days from the date of service of a notice by CN on the Licensee specifying the relevant breach.
25. The Licensee shall not, without the prior written approval of CN, sub-contract or assign any performance of rights or obligations under this Licence. CN will not unreasonably withhold the granting of permission in this regard and subject thereto the CN may impose reasonable terms and conditions.
26. If the Licensee includes Annexure A - Schedule of Authorised Persons, then the Licensee must only use the persons detailed in the Annexure. The parties may agree from time to time to vary the persons detailed in the Annexure. No other person, whether by employment or on a voluntarily basis, is permitted to participate in the delivery of the Personal Fitness Training Activities.
27. Any assistance required to be undertaken by CN officers for the event / activity outside normal working hours of Monday to Friday 9:00 am to 5:00 pm, will be charged to the Licensee at the applicable CN rates as set out in CN's [Fees and Charges](#).
28. The Licensee and group involved in the fitness activities must not use picnic tables, seating, street furniture, fences, walls, shade shelters, trees or other structures as training aids, and must not damage any natural assets such as grassed areas, vegetation, trees/shrubs and the like.

29. A licenced area inspection is to be carried out by the Licensee prior to the commencement of activities. If possible, any problems should be fixed immediately if or referred to Aquatic Services Coordinator (Beaches) and/or the Sports Support Officer (Parks, Reserves and Sportsgrounds) for that area. The activity should not commence until any problems have rectified.
30. Keys provided to the Licensee will not to be copied; any damage to the keys or associated locks will be charged to the Licensee for the repair or replacement of the keys or associated locks at the applicable CN rates as set out in CN's [Fees and Charges](#).
31. The Licensee must remove all equipment (either privately owned or hired from a third party) temporary structures, vehicles, and waste from the licenced area at the conclusion of the activity as outlined in this application. Penalty Infringement Notice(s) will be issued to the Licensee by CN Compliance Officers or CN Rangers for non-compliance of this condition.
32. The Licensee may provide appropriate equipment / fitness aids for fitness activities, and such equipment shall be in good order and repair. Heavy equipment including weights that may damage the environment in which it is used are not permitted.
33. CN does not take responsibility for any loss or damage to the Licensee's infrastructure and equipment associated with the activity within the licenced area. All on site infrastructure and equipment is at the Licensee's own risk.
34. The Licensee is responsible for bringing into the licenced area any form of equipment (either privately owned or hired from a third party), then the Licensee is to arrange for the removal of that equipment from the licenced area or amenities on the same day. Alternatively the licenced area may be opened outside normal working hours to allow the person or organisation to remove the equipment subject to that person or organisation agreeing to meet the full costs incurred by CN for the 'out of hours call out' as set out in CN's [Fees and Charges](#).
35. The Licensee must ensure CN is notified in writing of any changes / amendments to the Sporting Licence Application originally supplied to CN.
36. The Licensee is responsible for ensuring all suitable arrangements are made for access by emergency vehicles (e.g. Police, Fire Brigade and Ambulance).
37. The Licensee agrees canned or plastic beverages only are permitted to be taken onto the licenced area, and under no circumstances are patrons permitted to take glass bottles or receptacles onto the licenced area. All food and beverages are to be served in plastic containers. The principles of waste reduction, recycling and waste management are to be implemented by the Licensee.
38. The Licensee agrees that no fires are to be lit on the licenced area.
39. The Licensee agrees that any barbeques used are to be of the suspended type, and not placed on actual sportsgrounds.
40. A separate application may be required to CN's Event Management section one month prior to the activity in respect to the erection and operation of amusement devices on the licenced area.
41. During the summer (cricket) season, all activities are to be conducted away from cricket turf wickets, including a five-metre area buffer zone from the edge of the cricket wicket square. The cricket turf wickets area must not be encroached under any circumstance.
42. The Licensee must not erect, display, affix or exhibit any sign, advertisement, name, notice or hoarding on the licenced area without the prior approval in writing to CN.

FEES AND CHARGES

43. Unless prohibited by statute, the Licensee must pay any reasonable costs incurred by the Licensor in considering or acting on a request by the Licensee in connection with this Licence. The Licensed Area or any matter arising in connection with the Licensed Area, in accordance with CN's [Fees and Charges](#).

SPORTSGROUND CLOSURE CONDITIONS:

44. CN reserves the right to prohibit the use of any sportsground in the event of heavy rain, in times of drought, or where damage has, or is likely to be caused.
45. Wet weather refers to a rainfall event which may affect the characteristics of a sportsground and subsequent use of the sportsground is likely to cause damage to the playing surface and/or player injury.

46. Any excessive damage caused to the sportsground from inappropriate use by the Licensee is the responsibility of the Licensee. CN will invoice the Licensee for all damage caused to the sportsground and / or possible suspension of licence in instances where such damage is considered to be excessive and greater than would be expected from normal wear and tear. Additionally, any excessive damage caused to the sportsground from inappropriate use will be charged as per CN's fees and charges, *"Use of Sportsground out of season, without approval/licence, closed or in wet weather"*. CN's decision on whether excessive damage has been caused shall be made by experienced staff, and their determination shall be final.
47. Where it is determined by CN that the Licensee has caused excessive damage, repairs to the sportsground for use by the Licensee will not be a priority for CN. The licence may be suspended during any required works / remediation period with the Licensee responsible for sourcing an alternative sportsground during this time, at the Licensee's cost. Where it is determined by CN that the Licensee has caused excessive damage, licensing of alternative Newcastle Local Government Area sportsgrounds for use by the Licensee will not be a priority for CN.
48. **City of Newcastle's Ground User Information Application** - CN's Ground User Information Application and website provides the most up-to-date status of CN sportsgrounds conditions. Monday to Friday (excluding Public Holidays) the CN Ground User Information Application will be last updated by CN by 2.00 pm Monday to Friday.

Please visit <https://newcastle.nsw.gov.au/explore/recreation/sportsground-bookings> to access CN's Sportsgrounds Closures map.

SPORTSGROUND CLOSED - The sportsground is declared closed and may not be used for Licensed activities under any circumstance. Once a sportsground is closed, it will remain closed until an inspection declares the ground open. The assessments are to be conducted via the CN Ground User Information Application.

*A closure exemption will apply in the circumstance that the cricket wicket only has been closed, in this instance the ground may remain open for training only with the provision activities will only take place outside the cricket wicket square at a minimum distance of 5m from the wicket edge.

**Where the assessment is being carried out for an event, in the circumstance the cricket wicket only has been closed, the boundary around the wicket or covering of the wicket must extend to a minimum of 10m from the wicket edge.

INCIDENT REPORTING:

49. The Licensee is responsible for notifying CN immediately, i.e. within one day after, of a near miss / incident occurring. The Licensee is responsible for assisting in any incident investigations and providing a witness statement when required.
50. **Injury** as per CN's WHS Management System - for an incident involving an injury, the affected person is to be identified and details of the injury recorded. If First Aid was provided, the person providing the first aid should also be identified and any treatment given recorded.
51. **Near Miss** as per CN's WHS Management System - Near Miss incident/s that could have led to unintended and/or unnecessary harm to a person, and/or a complaint, loss or damage, are to be identified and investigated.
52. CN is responsible for the incident being reported into CN's Incident Management System

ELECTRICAL CONDITIONS

53. The following general conditions apply:
- All concession installations shall comply with AS/NZS 3002 - 2008 Electrical Installations Shows and Carnivals.
 - The Licensee is required to pay the cost of any 'call out' necessary to reinstate power at the venue due to a power overload.
 - At no time shall any power outlets or electrical switchboards be changed, upgraded or modified in any way.
 - Vandalism of the power supply and / or faulty power outlets shall be reported to CN by phoning 02 4974 2000.
 - Ensure electrical switchboards are properly secured and locked during and after the completion of using the power facility.
 - Where special power requirements are needed, contact CN's Electrical Services Coordinator by phoning 02 4974 2651 to discuss.
54. The following conditions apply for operating procedures for single phase 240 voltage power supply:
- The flexible extension lead supplying the device shall be of the heavy-duty sheathed type and have a minimum current carrying capacity of fifteen (15) amps.

- After the flexible extension lead is connected to the power outlet in the switchboard, the flexible extension lead is to exit the switchboard through the bottom of the door. The switchboard door is to be closed and locked during usage. The flexible extension lead is to be anchored via the tie bar supplied at the base of the switchboard.
 - The flexible extension lead is to be supported in an appropriate manner at a minimum height of two point four (2.4) meters and a maximum span of ten (10) meters.
 - The flexible cable shall be anchored at the device and shall not enter the device from the top.
55. The following conditions apply for operating procedures for three phase 415-volt power supply:
- The flexible extension lead supplying the device shall be of the heavy-duty sheathed type and have a minimum current capacity of fifteen (15) amps.
 - After the flexible extension lead is connected to the power outlet in the switchboard, the flexible extension lead is to exit the switchboard through the bottom of the door. The switchboard door is to be closed and locked during usage. The flexible extension lead is to be anchored via the tie bar supplied at the base of the switchboard.
 - The flexible extension lead is to be supported in an appropriate manner at a minimum height of two point four (2.4) meters and a maximum span of ten (10) meters.
 - The flexible cable shall be anchored at the device and shall not enter the device from the top.
 - For three phase power supplies the user is required to provide a suitable earth leakage circuit breaker at the source of power i.e. to provide protection of the supplying flexible lead and the connection apparatus.

AMPLIFIED SOUND CONDITIONS

56. Sound amplification equipment used must be installed and maintained to minimise the noise impact on residential premises. Without limitation the applicant must ensure that:
- The main speakers face down and away from any residences.
 - All amplified sound including tests to be restricted to between 8.00am and 9.30pm. No musical entertainment or amplified sound, including sound check's, are to be undertaken outside these times.
 - At all times the noise levels from testing and the presentation should not exceed the background level, measured in the absence of open-air entertainment, by more than 5dB(A) at the nearest affected resident.
 - Volume is to be controlled to address target audience only.
 - Confined within the area of the licenced area in use
 - Consideration is given to licenced area conditions on the day including wind conditions and other licenced area, public reserve or road users.
 - The operation of a loudspeaker or sound amplifying device shall be controlled so as not to interfere with the control of the users of the licenced area or of persons in the adjacent vicinity.
 - Required to contact CN's Environmental Protection Unit on telephone 02 4974 2533 prior to the activity to ensure intended sound levels comply. Remember noise annoys.
57. If complaints are received, or noise levels are considered offensive by an authorised CN officer, this approval and associated conditions may be amended or revoked.

WASTE MANAGEMENT CONDITIONS:

58. The Licensee shall not use public waste bins on land to which this Agreement applies.
59. The principles of waste reduction, recycling and waste management are to be implemented by the Licensee.
60. The Licensee shall provide adequate garbage and / or recycling receptacles and maintain the land to which this Agreement applies in a clean, tidy and litter-free condition for the duration and at the completion of the event / activity.
61. Any additional cleaning or waste removal required to be undertaken by CN will be charged to the Licensee at the applicable CN rates as set out in CN's [Fees and Charges](#).
62. Additional waste bins supplied and / or serviced by CN will be charged to the Licensee at the applicable CN rates as set out in CN's [Fees and Charges](#).

TEMPORARY STRUCTURES

63. The following conditions apply to shade tents, marquees, structures and elevated platforms:
- Location of placement is to be determined and approved by CN prior to activity.
 - Access for loading / unloading is to be predetermined and adhered to.
 - All erection / dismantling is to be between the hours of 8.00 am and 9.00 pm.
 - All tent pegs and bolts over 25cm long are not permitted to be used without a "Dial Before You Dig" authority approved by CN.
 - Any damage to paths / grassed surfaces and underground services is to be paid by the Licensee.

- Structure/s are not to be erected in wet conditions or strong winds where injury may occur.
 - The erection and dismantling of all temporary structures must conform to Australian Standards.
64. Temporary structure/s over 100 square meters are required to have a certificate / specification provided from a practicing structural engineer and the temporary structure/s resists load/s determined in accordance with the Australian and New Zealand Standards entitled:
- AS/NZS 1170.0:2002, Structural design actions-General principles, and
 - AS/NZS 1170.1:2002, Structural design actions-Permanent, imposed and other actions, and
 - AS/NZS 1170.2:2002, Structural design actions-Wind actions.
65. Temporary structure/s over 100 square meters require digital and/or hard copy plans submitted to CN which include:
- Floor plans.
 - Elevations and sections.
 - A location sketch showing the subject site/s.
 - Plans shall be drawn to a suitable metric scale.
 - The minimum size sheet on which a plan will be drawn is A4 (210mm x 297mm).
 - Site plan/s drawn to a minimum scale of 1:500 shall show the location of the temporary structures and any other buildings there on.
66. On completion, certification for the installation of temporary structure/s over 100 square metres are required to be supplied to CN prior to occupation and/or use.

URBAN TREE MANAGEMENT CONDITIONS

67. All trees in the licenced area are to be protected from damage. No signs, nails, bolts, guy ropes, wires, ropes, garbage receptacles are to be attached to any tree, tree roots or tree guard, or CN structure including light poles within the area approved by this Agreement.
68. No tree branches or tree roots are to be pruned, damaged or removed for any purpose by the Licensee or facility user. Any tree works will be conducted by or coordinated through CN's Greening Services section.
69. The Licensee is responsible for any damaged caused by this activity to the licenced area and will be charged for the repair of the licenced area at the applicable CN rates as set out in CN's [Fees and Charges](#).

AMENDMENT / TERMINATION OF AGREEMENT

70. This Agreement is valid for licenced area, purpose, day and time specified and this Licence may only be amended or supplemented in writing and signed by the Licensor. CN reserves the right to withdraw this licence for any date(s) on providing one month's notice of its intention to do so.
71. The Licensee may terminate this Agreement at any time by giving one months' notice in writing to CN.
72. CN shall not be liable to refund to the Licensee any Licence fee or part thereof paid to CN in the event the Licence is terminated by either party.

If you have any queries with regards to this Agreement, please contact City of Newcastle on 02 4974 2000 or parks&sportsground@ncc.nsw.gov.au.



For Jeremy Bath
Chief Executive Officer

Protecting your privacy

City of Newcastle is committed to protecting your privacy. We take reasonable steps to comply with relevant legislation and CN policy.

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Intended recipients: Parks and Recreation.

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Personal Training Application Form

WHS Risk Assessment Form

Activity	Hazard	Initial Risk Rating		Can you Eliminate the Hazard?	Hierarchy of Control Measures If 'No', work through the controls sequentially. Tick and provide further detail on the control selected: Substitution, Isolation, Engineering, Administration, Personal Protective Equipment. Add the applicable WHS Safety Sign in the table on page 1	Residual Risk Rating		Person/s Responsible
		H/M/L	#			H/M/L	#	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sub <input type="checkbox"/> Iso <input type="checkbox"/> Eng <input type="checkbox"/> Admin <input type="checkbox"/> PPE			
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sub <input type="checkbox"/> Iso <input type="checkbox"/> Eng <input type="checkbox"/> Admin <input type="checkbox"/> PPE			
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