

# CITY OF BELMONT

## Conditions of Use

### Personal Training on Reserves

#### 1. LODGEMENT OF APPLICATION FORMS

Applications for use of City reserves must be lodged on the official application form at least 30 days prior to the applicant's intended use of the reserve.

It should be noted that the Application and/or payment of the hire fees does not confer any rights over use of the ground other than those times and periods which are contained in the approval letter.

5 business days' notice must be provided for cancellations, should this not occur, the hire fees will be forfeited.

Submission of an application does not guarantee that the booking will be approved. The City reserves the right to refuse an application for hire.

2. The Hirer must be registered with Fitness Australia as an Exercise Professional or Business Member.

3. The Hirer must at all times when operating, display the provided standard sign and carry an official identification card, both issued by the City of Belmont.

#### 4. INSURANCE

All Hirer's are required to provide evidence of a current Public Liability Insurance policy no less than ten million dollars (\$10 million).

#### 5. USE OF CHANGE ROOMS/FACILITIES

The Hirer shall be responsible for leaving the premises in a clean and tidy manner. If the premises is not left clean to the satisfaction of the City, the cost of cleaning will be deducted from the bond. If no such bond has been paid, or insufficient bond paid, then the Hirer shall pay the cost of such cleaning to the City.

#### 6. EXCLUSIVITY

The Hirer acknowledges that approval does not allow exclusive use of any public open space.

#### 7. SCHEDULE OF CHARGES

The City will at the commencement of each financial year set charges for the use of City reserves and facilities. Please refer to the current 'Fees and Charges' information sheet.

Before allocating keys, the City requires a bond of up to \$1000.00 (to be determined by the City) and the hire fee to be paid by the Hirer to the City. The Bond amount shall be refunded provided the Hirer leaves the facility in a satisfactory condition and no keys are lost. Any issued keys that are lost by the Hirer will result in a 'lost key charge'.

The bond will take approximately two weeks to be refunded by electronic transfer to the bank account details nominated on the application form.

#### 8. DAMAGES

Any significant damage incurred on reserves from use of the Hirer, will result in charges associated with remedial works being forwarded to the Hirer or deducted from the Bond.

#### 9. CONDUCT

The Hirer shall maintain and keep good order and decent behaviour within the property, and shall be solely and entirely responsible for the carrying out and compliance with the requirements of Local Laws and all other legislative requirements associated with their activities.

**Council's Officers (including Rangers) have the authority to act on the City's behalf during the hiring of the facility/reserve, and shall be allowed entrance at any time.**

**In the event of a Local, District or State Emergency, the Rivervale Community Centre, Redcliffe Community Centre, Forster Park Hall and their surrounding reserves have been designated for use as community Evacuation Centres and Emergency Services Staging Precincts. In the event of such an emergency the City may not be in a position to provide any prior notice that your booking is cancelled. Any officer representing the City of Belmont, the Police or Emergency Services entering the facility with the intent to secure the facility for use in a local emergency will have the power to request that you vacate the premises immediately. The hiring fee and any bond will be refunded.**

The Hirer and their patrons must harmonise with other users in the area, particularly when using active sporting reserves. The location must not conflict with the areas used by seasonal sporting clubs.

No amplification devices are allowed.

#### **10. VEHICLE ACCESS AND PARKING**

Vehicles must not be parked or driven on the reserve. All patrons are to abide by the parking regulations surrounding the reserve.

#### **11. SECURITY AND KEYS**

Keys issued to users of reserves and facilities must be returned and signed back in the following working day after the completion of the hire period.

Keys are the responsibility of the person that signed the key declaration and must not be loaned to other persons without prior approval from the City. Under no circumstance is the Hirer permitted to have any keys duplicated.

#### **12. ACCOUNTS / OUTSTANDING MONIES**

All accounts are to be paid within the stated due dates. Any expenses, costs or disbursements incurred by the City in recovering any outstanding monies including debt collection agency fees and solicitors' costs shall be paid by the Hirer.

In addition, interest on outstanding debts will be charged to the Hirer.

#### **13. INDEMNIFICATION**

Upon acceptance of the hiring, the Hirer undertakes to hold the City of Belmont and the employees of the City of Belmont indemnified against all claims which may be made against them for damages or otherwise, in respect of any loss, damage, death or injury caused by or in the course of or arising out of the hiring of the venue.

#### **14. COVID-19 ADJUSTMENTS**

**As of 27th April the Premier of Western Australia has revised social distancing rules and the two person limit on non-work indoor and outdoor gatherings will be adjusted, with the limit rising to 10 people.**

**In relation to these rules, the City is now allowing outdoor bookings of up to 10 people with the below conditions.**

- Must only be a maximum of 10 people including any instructors/coaches
- no shared equipment
- Distance between participants must be 1.5m to adhere to social distancing rules

Your group is obligated to comply with these precautionary measures.

The above measures are subject to change; we recommend that you keep yourself updated through the Department of Health [www.health.gov.au](http://www.health.gov.au).

Security checks may be in place during your bookings to ensure these measures are being adhered to by your group. Should the City become aware that these measures are not being complied with, your future bookings will be cancelled and fees refunded.