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## **RESERVES HIRE APPLICATION FORM** **PERSONAL TRAINERS**

Reserve to be hired:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Jubilee Reserve       | <input type="checkbox"/> Ashfield Reserve  | <input type="checkbox"/> Sandy Beach Reserve  |
| <input type="checkbox"/> Point Reserve         | <input type="checkbox"/> Pickering Park    | <input type="checkbox"/> Success Hill Reserve |
| <input type="checkbox"/> Mary Crescent Reserve | <input type="checkbox"/> Anzac Tce Reserve | <input type="checkbox"/> Mickleton / Culworth |
| <input type="checkbox"/> Palmerston Way        | <input type="checkbox"/> BIC Reserve       | <input type="checkbox"/> Prospector Loop Park |
| <input type="checkbox"/> Other _____           |  |   |

Business Name \_\_\_\_\_  
ABN \_\_\_\_\_  
Name of Hirer \_\_\_\_\_  
Postal Address \_\_\_\_\_  
Suburb \_\_\_\_\_ Postcode \_\_\_\_\_  
Phone (home) \_\_\_\_\_ (work) \_\_\_\_\_  
(mobile) \_\_\_\_\_ (fax) \_\_\_\_\_  
Email Address \_\_\_\_\_

Does the Hirer have current public liability insurance?

- Yes (Please attach a copy of your certificate of currency for public liability cover)  
 No (Please note it is a requirement to have sufficient cover to approve a booking)

Does the Hirer have a current personal training qualification or Fitness Australia Membership?

- Yes (Please attach a copy qualification or membership)  
 No (Please note it is a requirement to have the relevant qualification or membership)

Does the Hirer have a current Senior First Aid Certificate?

- Yes (Please attach a copy of qualification)  
 No (Please note it is a requirement to have a Senior First Aid Certificate )

**ADDITIONAL APPROVAL REQUIRED (not available at all reserves):**

Does the Hirer require vehicle access to the Reserve?

- Yes (Please circle – bond will apply)
- No (Please circle)

Does the Hirer require access to training lights – if available?

- Yes (Please circle – charges will apply)
- No (Please circle)

**GROUND USAGE REQUIREMENTS**

Commencement Date			
Final Date for Year			
Booking to continue through School Holidays <input type="checkbox"/> YES <input type="checkbox"/> NO		Booking to continue through Public Holidays <input type="checkbox"/> YES <input type="checkbox"/> NO	
Day	Start Time	End Time	Frequency
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

## **Conditions for the Use of Town of Bassendean Facilities**

### **Application Process**

1. Hirers must apply for the booking of reserves through the Town of Bassendean by completing the prescribed application form (noting the conditions of use). The Town of Bassendean will presume acceptance of the hire conditions stipulated on the form upon receipt of a signed form from the hirer.
2. The hire form must be completed at least 10 days prior to the first booking date.
3. Hirers who request the use of facilities at reserves (i.e. vehicle access, floodlights) shall arrange to collect a key from the Town of Bassendean admin building 2 - 5 days before the booking, and return the key immediately following the final booking date. The hirer will be liable to reimburse the Town of Bassendean for loss or damage caused to the key. The booking is provided to the name/business written on the hire form. Permission to use the reserve can not be transferred or assigned to another person/identity

### **Risk management/Insurance**

4. Hirers have a duty of care to ensure they take all reasonable steps to provide a safe event or activity for the participants at the booked reserve. Hirers must check the condition of the ground immediately prior to every hire period and determine whether the ground is fit for the intended use. The Town will not accept and responsibility for and injury caused by use of grounds in an unfit condition for the intended use under this hire arrangement. The Hirer must report to the Town immediately of any safety hazards that are discovered.
5. Public Liability Insurance - hirers shall take out and maintain, for the duration of the hire period, approved public liability insurance for a minimum of \$10 million.
6. Hirers must provide the Town of Bassendean with a certificate of insurance with this booking form.
7. Hold Harmless - the hirer agrees not to hold the Town of Bassendean liable from and against any damages, costs, charges, sum of money, expenses, actions claims and demands, which may be suffered, sustained, recovered or made against the Town by any person for any loss of life, injury or damage that any person may sustain during a hire period.
8. Hold Harmless - the hirer agrees not to hold the Town of Bassendean liable for any damage or loss that the trainer and their clients may suffer by the act, default or neglect of any other person or by reason of the Town failing to do something on or to the public space being used.
9. The hirer will not hold the Town liable for any interruption to the business caused by the reserve being unavailable (Town event, maintenance works/issues other), even if the booking is confirmed.
10. Hirer must comply with relevant OH&S, workplace and other local, state and federal legislation.

### **Working with Children Legislation**

11. The hirer is responsible to comply with the Working with Children legislation. The Town reserves the right to refuse an application that doesn't comply with the policy.

### **Ground usage conditions**

12. Hirers are not to use equipment that could damage the surface or other plant material on the reserve or its surrounds (dragging ropes, tyres etc.).
13. Pointed objects are not to be driven into the surface of any reserve unless approved in writing by the Town of Bassendean, e.g. erection of star pickets, tent pegs, etc.
14. Reserves are not to be marked for personal training purposes.
15. Hirers are requested to manage their activities to minimise wear and tear on grassed areas including rotating the areas of use and/or alternating activities.
16. The use of public equipment including, but not limited to, playground equipment, park benches/seating, gazebos, bollards, fences, public exercise equipment, sign posts, buildings, goalposts, cricket wickets or any other post or structure erected on a reserve is discouraged.
17. Exclusive use of a reserve cannot be issued.
18. Priority of usage will always be given bookings for use by the Town, schools, sporting clubs, community groups and not-for-profit organisations.
19. The Town will only provide approval for one personal trainer per reserve per day, unless organised with other trainers.

20. The Town reserves the right to not provide additional maintenance to reserves at the request of hirer. The quality of the surface and its maintenance schedule varies depending on whether the reserve is an active or passive reserve.

**Hirers conduct**

- 21. Hirers are to conduct themselves in a proper and orderly manner and be considerate to other users and adjacent residents
- 22. Hirers must not create any noise from their activities that unreasonably disturbs other users or adjacent residents
- 23. Hirers should not conduct their activities so that they do not dominate and/or obstruct footpaths and stairs from other users
- 24. Ensure that exercise equipment doesn't create a hazard, obstruction or nuisance to other reserve users
- 25. Hirers are to ensure their activities are not aggressive or intimidating in nature whether real or perceived by participants or the general public.
- 26. Not to erect any signage on or around the reserve without prior permission from the Town
- 27. Not to sell clothing, equipment, refreshments or any other good, service or product
- 28. Provide only the activities for which the hirer has the relevant qualification and for which comply with the purposes of this form.
- 29. Not to interfere with any other paid booking that is being carried out on the reserve e.g. wedding, birthday party, sporting activity or other social function.

**Litter and parking**

- 30. All areas are to be left clean and tidy at the conclusion of each hire period. It is the hirer's responsibility to provide additional bins or have rubbish removed from a ground/venue if a function or activity generates an excessive amount of rubbish.
- 31. No parking of vehicles on the reserve except in areas allocated for that purpose.

**Damage**

- 32. The hirer of any part or parts of a reserve shall maintain and keep good order and decent behaviour within the reserve, shall be solely and entirely responsible for the carrying out and compliance with the requirements of these Local Laws and for any damage done to the buildings, fixtures, fittings, furniture etc. Hirers shall pay such damages as may be assessed by the Council. All equipment brought onto a ground/venue is to be removed at the end of each hire period.
- 33. The hirer is responsible to lock and secure the Town's facilities after use (including car park gates).
- 34. The hirer must be mindful of residents in the immediate vicinity. Any complaints received could jeopardise future applications.
- 35. Non-observance of any Town of Bassendean conditions and Council By-laws may result in reconsideration of usage rights as authorised by the Manager of Community Development, and may jeopardise future use of Town Reserves.

**Cancellation of booking**

- 36. The hirer shall give a minimum of 28 days written notice to the Town of Bassendean for cancellation of any booking.
- 37. Additional hire conditions may apply as authorised by the Town of Bassendean.
- 38. The Town reserves the right to cancel any confirmed booking for any reason it sees fit.

Failure to comply with any of the above conditions will result in Hirer being barred from using Town reserves and could result in applicable fines.

**Acceptance of Conditions**

I, \_\_\_\_\_ have read and understand the above conditions and am authorised to accept them as the hirer named previously.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_