

Terms and conditions

- The applicant must be 18 years and over in age to agree and sign to the terms & conditions
 - The fitness trainer must have appropriate, current accreditation with Fitness Australia or equivalent. Evidence of accreditation is to be provided to Council.
 - When approved, Council will send written confirmation of booking to the applicant, the applicant is to retain Confirmation Letter and have on hand at each session and produce to council Officer/s on request.
 - Hours of hire are from 6.00am to 8.00pm daily, dependant on lighting meeting industry standards.
 - Each exercise class is limited to one and a half hours maximum usage.
 - A current copy of the Certificate of Currency for Public Liability with cover of \$20,000,000 is to be supplied from the hirer prior to approval.
 - Instructor/student ratios are to be consistent with current industry standards.
 - The dragging of any items including sleds, weights, tyres is not permitted in the park.
 - Park furniture, playground equipment, buildings, structures and trees are not to be used to assist exercise activity, this includes steps and stairways.
 - Groups are not permitted to set up within 5 metres of any path/cycleway and 10 metres of playground equipment, buildings or major structures.
 - Use of the cycleway is permitted only if the participants use it in an ungrouped manner, ie single file. Cycleway rules are to be observed at all times.
 - The hirer is to inspect the exercise area prior to setting up to ensure there are no hazards evident. Appropriate actions are to be taken to remove the hazard, if the hazard can not be removed the training site must be moved. All hazards or other hazardous matters are to be reported to Council without delay.
 - The hirer must manage their activities to minimise wear and tear on grassed areas. This includes alternating activities and setting up exercise stations at varying points within the designated area.
 - The hirer is to ensure that any exercise equipment does not create a hazard or obstruction to other park users and Council staff performing regular maintenance duties.
 - Existing park usage will be taken into consideration prior to approving any application.
 - The hirer is responsible for complying with the OH&S Act 2000 and the OHS Regulation 2001 and associated legislation.
 - The hirer is liable for any fees or levies required by the Department of Industrial Relations or Workcover.
 - The hirer must keep and maintain a logbook of accidents or injuries occurring during fitness training activities and forward a copy to Council for its records.
 - Council does not and will not accept liability for any debts incurred by the hirer.
 - Council will not be responsible for any property of the hirer or any participant that may be placed in or left on the land or for any loss of any such property by theft or otherwise.
 - Amplified music is not permitted.
 - Council may terminate bookings if in its opinion the hirer has failed to comply with reasonable directions from Council Rangers, Council Officers or has breached, contravened or otherwise failed to comply with any terms or conditions of this agreement.
 - Activities are not to commence and must cease when lighting levels are below acceptable industry standards.
 - The applicant is responsible for collection and returning the keys for the park, power and other facilities to Council
 - No refunds will be given in the event of poor weather conditions, unless a prior written cancellation request is received.
 - You must act upon any direction given by an officer of Council or a member of the NSW Police Force
- The applicant is responsible for the collection and removal of all rubbish generated by the activity. All grounds and shelters are to be left in a clean and tidy condition. The hirer is required to supply their own cleaning materials when hiring the Heritage Shed located at Speers Point Park