

TERMS AND CONDITIONS OF OCCUPANCY – COMMERCIAL FITNESS OPERATORS

The following activities and areas are strictly not permitted:

- Use of equipment such as tyres, sleds, ropes etc that may be damaging to surfaces, infrastructure or trees
- Aggressive or intimidating behaviour and/or activities such as combat/fighting training
- Use of playgrounds, park furniture, footpaths and stairways (unless transiting), buildings and/or structures
- Use of garden beds, vegetation and areas that may be temporarily closed by the City
- Vehicle access into the reserve or reserving of parking bays
- Sub-letting of your booked area
- Environmentally, Socially, Historically or Culturally sensitive areas such as memorials, shrines and public artwork.

The City reserves the right to suspend or revoke your permit if found to be in breach of any of the above.

1. You must immediately report any afterhours issues/incidents to the City's after-hours number **1300 002 642**.
2. Use of the reserve is restricted to areas of the parks, gardens or sporting grounds as advised on the permit provided. Parks, gardens and sporting grounds not specified on the permit are not to be used at any time. Instructors are to rotate area of use on a regular basis.
3. Personal training may only commence after 6am daily unless otherwise specified.
4. The organisation agrees to indemnify and keep indemnified, and to hold harmless the City, its servants and agents and each of them for and against all actions, costs, claims, charges, expenses and damages whatsoever that may be brought or made or claimed against it by any of them arising out of or in any way related to the granting of this licence and/or use of the reserve.
5. Instructors must ensure that they have their current permit on them at all times and be readily able to present it to a City Officer if requested.
6. Permit does not provide exclusive use of the nominated area and training must not interfere with any City approved or booked activity including but not limited to; weddings, birthday parties, functions, special events, sport or sporting activities that is being carried out on any City owned or managed reserve.
7. Maintenance work undertaken at the park, garden or sporting ground by the City takes priority and should maintenance crew arrive during allocated hours, operators are required to relocate within the reserve or sporting ground if requested.
8. The City reserves the right to temporarily suspend or cancel a permit to ensure public safety during major construction projects.
9. The City may restrict use of parks, gardens or sporting grounds at short notice due to inclement weather conditions, ground maintenance or other matters that may compromise safety or increase risk of damage to the reserve.
10. The instructor should carry out an assessment of the area to be used and ensure they are satisfied it is safe to perform set activities. The operator must report to the City, without undue delay, the hazard of any other hazardous matters observed during training that may require attention.
11. Operators are responsible for following all occupational health and safety guidelines including sun smart and lighting policies. Sports ground / reserve floodlights will not be provided by the City.
12. The operator is responsible for ensuring the reserve is left clean and tidy at the end of each session. If the reserve is not left in an adequate state, the reserve will be cleaned by a City contractor at the cost of the operator.

- 13.** Amplified music or use of amplified audio (voice) equipment is prohibited. It is the responsibility of the permit holder to adhere to the EPA noise guidelines and to be respectful of surrounding residential areas and other users of the facility when carrying out your training.
- 14.** It is the responsibility of the permit holder to ensure that all supporting documents are kept up to date, and a copy provided to City of Greater Bendigo when renewed or changed.
- 15.** No signs are to be displayed unless a City of Greater Bendigo Advertising Sign Local Law Permit has been granted. The selling of merchandise and products is prohibited.
- 16.** If filming in any City spaces (feature film, television, music video, student film or still photography), a separate permit must be obtained from the City.

These Terms and Conditions of Occupancy have been set to assist the preservation and community enjoyment of the Recreation Reserves within the City of Greater Bendigo, if you have any queries at all in relation to these Terms and Conditions of Occupancy, please call the City of Greater Bendigo on **1300 002 642**.