

Fitness Activity

P 08 8551 0500
F 08 8551 0501
E: localgov@victor.sa.gov.au
www.victor.sa.gov.au

Please complete this form in **BLOCK LETTERS** and return to the City of Victor Harbor by:

Post: PO Box 11, Victor Harbor SA 5211 **Email:** localgov@victor.sa.gov.au **In person:** 1 Bay Road, Victor Harbor

To avoid delays, please ensure the application form is completed and all requested documentation is attached.

Please select applicable option (✓): **New Application** **Renewal Application**

Applicant Details

Applicant Name: _____
(Title) (First Name) (Last Name)

Business/Club Name: _____ ABN: _____

Postal Address: _____

Contact Details: Mobile : _____ Email: _____

Details of Proposed Activity

Describe the proposed activity in detail e.g. boot camp, fun run event including the sale of food or beverages and/or display of advertisements:

Days, Times and Frequency of Proposed Activity

Day: _____ Frequency: _____ Time from : _____ To : _____

Day: _____ Frequency: _____ Time from : _____ To : _____

Day: _____ Frequency: _____ Time from : _____ To : _____

Or specify dates:

Location of Proposed Activity

Particular Reserve and Location within reserve (*please attach a map or diagram where possible*):

Permit Fees

A Fitness Activity Permit can be applied for either as an individual event or annually.

	Single Event	Annual Permit
Non-profit Organisation	\$ 38.00	\$ 149.00
Commercial	\$ 73.00	\$ 295.50

Commercial Status of Proposed Activity

Please indicate: ☐ Commercial or School ☐ Non-profit making*

* If Non-profit making – provide either evidence of Incorporation, Club Constitution or Accountant's Certificate

☐ Attached

Commercial Businesses and Schools – Please provide copy of current WorkCover Registration

☐ Attached

Permit Conditions

1. Permitted Use

The Permit authorises the Applicant or Applicants named above (the 'Permit Holder'), subject to these conditions, to undertake the fitness activity described on page 6 of this document at the times and dates approved.

2. Permit Area

2.1. Subject to clause 2.2, the Permit authorises the Permitted Use to be carried out in the approved location/s only.

2.2. The Permit Holder must not undertake the Permitted Use:

- 2.2.1. on any coastal sand dunes within the Permit Area;
- 2.2.2. within 10 metres of any picnic shelters and/or benches in the Permit Area;
- 2.2.3. within 10 metres of any memorials, playgrounds, play equipment, public change room, toilet or kiosk within the Permit Area; or
- 2.2.4. within 30 metres of any neighbouring residential property.

3. Nature of Permit

3.1. The Permit does not take effect until:

- 3.1.1. the Permit has been approved and signed by the Council and a copy returned to the Permit Holder; and
- 3.1.2. all Permit fees have been paid by the Permit Holder; and
- 3.1.3. the Permit Holder has provided a copy of a current certificate of public liability insurance for the sum of \$20,000,000.

3.2. The Permit does not confer on the Permit Holder any exclusive right, entitlement or proprietary interest in the Permit Area and does not derogate from the Council's powers under the *Local Government Act 1999* or any other legislation.

3.3. The Permit is personal to the Permit Holder and is not transferrable.

3.4. The Council may vary the Permit Conditions at any time by notice in writing to the Permit Holder.

3.5. Where the Permitted Use constitutes an activity that is regulated under a Council By-law, the issue of this Permit is taken to be a grant of permission issued pursuant to the Council's Permits and Penalties By-law.

4. Expiry

4.1. The Permit expires on the date specified on page 6 of this document.

4.2. In the event the Permit is revoked prior to its expiration or the Permit Holder ceases undertaking the Permitted Use in the Permit Area for whatever reason, there shall be no adjustment, reduction or refund by the Council of the Permit fees paid by the Permit Holder.

5. Revocation

5.1. The Council may, by written notice to the Permit Holder, revoke this Permit:

5.1.1. upon any breach of the Permit Conditions by the Permit Holder; or

5.1.2. where the Council considers it is necessary to do so in the interests of public safety or for the purposes of undertaking Council works in the Permit Area.

6. Insurance

6.1. The Permit Holder must take out and maintain throughout the term of the Permit a public liability policy that:

6.1.1. insures the Permit Holder for the minimum sum of twenty million dollars (\$20,000,000) against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought, made or claimed against the Permit Holder in relation to the Permit Holder carrying on the Permitted Use; and

6.1.2. bears the endorsement of the insurer indicating the insurer accepts the indemnity given by the Permit Holder under the Permit.

6.2. Failure to maintain insurance as required by this clause is a breach of this Permit.

7. Indemnity

The Permit Holder indemnifies and will keep indemnified the Council (including its employees, servants and agents) from and against all actions, costs, claims, damages, charges and expenses whatsoever that may be brought, made or claimed against the Council (or its employees, servants and agents) arising out of or in relation to the issuing of the Permit, the Permitted Use and/or the actions or omissions of the Permit Holder and/or any person acting on the Permit Holder's behalf.

8. Permit Holder's Obligations

8.1. The Permit Holder must, at the Permit Holder's cost and expense in all things, comply with all applicable laws and all Council directions in relation to the Permit Holder's use of the Permit Area.

8.2. The Permit must be made available for inspection upon request by a Council officer.

8.3. The Permit Holder must not cause, suffer or permit any damage to Council land or property. The Permit Holder is liable to pay to the Council the costs of making good any damage caused to Council land or property in connection with the Permitted Use.

8.4. The Permit Holder must ensure the Permit Area is left in a clean and tidy state that is free from rubbish.

8.5. The Permit Holder must take steps to minimise the impact of fitness activities on grassed areas within the Permit Area (this includes regularly rotating the location where fitness activities are undertaken within the Permit Area and/or alternating the type of fitness activities undertaken).

8.6. The Permit Holder is responsible for the health and safety of all persons attending the Permit Area in connection with the Permitted Use.

8.7. At all times in undertaking the Permitted Use, the Permit Holder must:

- 8.7.1. ensure that all persons attending the Permit Area in connection with the Permitted Use do not conduct themselves in a manner that would give rise to a breach of the Permit;
- 8.7.2. ensure all instructors undertaking the Permitted Use are:
 - a) registered with Fitness Australia or the relevant peak body;
 - b) have a current Senior First Aid certificate; and
 - c) have a mobile phone and first aid kit available at each session.
- 8.7.3. ensure that the fitness activities undertaken in connection with the Permitted Use do not unreasonably interfere with the enjoyment of and use of the Permit Area by other members of the public;
- 8.7.4. not create any noise that unreasonably disturbs other persons within the Permit Area and/or adjacent residents;
- 8.7.5. not suspend any equipment from trees and/or structures in the Permit Area;
- 8.7.6. ensure that any fitness equipment used in connection with the Permitted Use does not create any hazards or obstruction and is not left unattended at any time;
- 8.7.7. on each occasion, leave the area used for fitness activities in the same condition it was at the commencement of the activity;
- 8.7.8. not monopolise or obstruct any pathways in the Permit Area;
- 8.7.9. not drive or use any vehicle within the Permit Area other than on an area that is designated or constructed for the driving or parking of vehicles; and
- 8.7.10. not use voice amplification devices.

9. Council Works & Other Events

The Council retains the right to restrict public access to the Permit Area as it deems necessary and otherwise to schedule events, authorise other activities to be carried out and/or undertake any works within the Permit Area. The Permit Holder must not interfere with or hinder any such event, activity or works.

10. Special Conditions

The Permit Holder must comply with all special conditions (if any) which special conditions prevail in the extent of any inconsistency with the Permit Conditions above.

Attachments

The following documents must accompany your application:

- a risk management plan (Safe Work Method Statement, Job Safety Analysis or similar) to address legislative requirements; Attached
- first Aid and instructor certificates; Attached
- a copy of a current certificate of public liability insurance for a sum of \$20,000,000 (twenty million dollars) in respect of a policy that complies with the requirements of clause 6 of the Permit Conditions and an insurance schedule that details any exclusions to the policy. Attached

Important: Tax invoices are not considered sufficient evidence of a Public Liability Insurance Policy.

The issue of a permit is subject to the Permit Holder agreeing to the Permit Conditions listed below and the Council's receipt of payment of all applicable fees and charges from the Permit Holder.

Applicant Acknowledgement

I/We agree and acknowledge that:

- ***I/we have made application for a permit to undertake fitness activities on public land;***
- ***the above information is true and correct; and***
- ***I/we have read, understand and agree to be bound by the Permit Conditions set out herein including in relation to the payment of any applicable fee.***

Print Name: _____

Sign: _____

Position Held: _____

Date: _____

Council hereby grants a Permit to the Applicant subject to the conditions within.

Permit # _____

Permit valid from: _____ to _____

Fee paid date: _____ Amount paid: _____ Receipt number: _____

Documents Received: Yes _____

Permitted Use:

Special Conditions

Approved by the Chief Executive Officer / Delegate

Signature: _____ **Issue Date:** _____