

PERSONAL FITNESS TRAINERS REGISTRATION

Our vision for a healthy city is one in which people thrive through healthy activity, leisure pursuits and connection to a healthy physical environment. In a healthy city residents enjoy good health, can access a range of high-quality community and health services, and enjoy their City because it is safe, accessible and well-connected.

Personal fitness training is a fast growing industry and increasing numbers of commercial fitness trainers are utilising open space and reserves to provide their service.

A registration system is in place for those performing personal training activities in the City of Canada Bay. The system ensures that trainers can access space to provide opportunities for people to exercise, whilst also making sure commercial fitness activities do not prevent others from enjoying the open space and reserves.



Personal training sessions are only permitted in designated areas. To ensure the equitable use of open space in the City, to maintain an accurate registry of trainers, minimise the impact of users on facilities and to ensure that trainers hold appropriate qualifications and insurance, Council requires that personal trainers renew their registration on an annual basis. An annual registration fee also applies.

Registration with the City of Canada Bay also provides trainers with an opportunity to promote their service on the City of Canada Bay website.

Who needs to register?

A personal trainer is a fitness professional involved in exercise prescription and instruction.

You will need to register if you provide fitness services, activities, and/or instruction to people on public open space and are receiving financial/commercial benefit.

Other groups such as schools and sporting clubs mentioned are not required to register under this policy as they are subject to a different approval and booking process.

Registration Conditions

The Council regulates the activities of commercially based personal fitness trainer's in their use of public open space in accordance with conditions outlined on the registration form. These are as follows:

1. My registration with Council is not to be regarded as an endorsement of my services and serves only as a licence authorising access to the Premises if approved by Council and on the conditions set out below.
2. My training sessions and the Permitted Activities will be limited to the normal activities of a personal trainer, fitness trainer, yoga instructor, tai chi instructor or the like which would include but not be limited to appropriate cardio-vascular and muscular skeletal programs which may include pad training (boxing style) on the Premises.
3. I will comply with all reasonable directions of the Council's Law Enforcement Officer(s) in relation to any actual or potential conflicting between the Permitted Activities and other activities at the Premises and to display evidence of this registration in a prescribed manner.
4. I will keep and maintain a log book of significant accidents or injuries occurring during training sessions or otherwise in connection with the Permitted Activities on or in the vicinity of the Premises and agree to notify Council within 24 hours of any such incidents.
5. I shall, prior to commencing and static/grid training session inspect the immediate area to ensure no hazards are evident and take appropriate action to remove those hazards or alternatively move the training session to an alternative site and without undue delay report to Council the hazardous defect or other hazardous matters observed during, before or after, any training session requiring Council's attention.
6. I shall not sub-let or assign my rights under this registration.
7. I shall indemnify and keep indemnified the Council from any claim, demand or liability for any loss or damage to anything or any injury to our death of any person occurring on or near the Premises, unless caused by the negligence or a wilful act or omission of the Council and arising from any negligent act of myself whilst conducting a training session.
8. I agree to use the Premises at my own risk and releases, to the extent permitted by law the Council, the its employees and agents from any liability or obligation to me (or any person claiming through me) in respect of any accident, damage, loss (including financial loss), death, injury, costs or expenses occurring in, or around the Premises arising by reason of the grant of this registration and licence, or out of or in connection with the use of the Premises by me unless caused by the negligence or wilful act or omission of the Council.
9. I acknowledge that notwithstanding any implication or rule of law to the contrary the Council shall not be liable for any damage or loss I may suffer by the act, default or neglect of any other person or by reason of the Council failing to do something on or to the Premises.
10. The provisions of clause 7, 8 and 9 above will continue to apply notwithstanding the expiry or earlier termination of this registration.
11. I warrant that I hold public liability insurance cover and agree to provide evidence of the policy to Council on demand.
12. I will not exceed 10 persons per training squad when conducting training sessions on the Premises without the prior written approval of the Council.
13. I will not suspend boxing or kickboxing bags from trees and/or structures in a public open space area.
14. My clients and I shall not step on or walk on or in any way inappropriately use picnic tables and other furniture and shall leave the training area in a state similar to or better than prior to the commencement of and training session.
15. I will not sell any clothing equipment or refreshments or any other goods, services or product during my use or occupation of the Premise or any other public land.
16. I will not display any advertising signage including banners or 'A' Frame signs on the Premises.



17. I shall not interfere with any Council approved or booked activity including but not limited to weddings, birthday parties, corporate BBQ's or sporting activities that are being carried out on any oval or reserve or part thereof. I also acknowledge that such a booking has priority over my use which is for non-exclusive use of the Premises.
18. I will always conduct myself in a proper and orderly manner exercising due care, competence and diligence and be considerate to other uses and adjacent residents, and agree not to create any noise during the training activities which would create a nuisance or unreasonable interference with the amenity of adjacent residential properties.
19. I am responsible for satisfying all legal occupational health and safety requirements associated with my use of the Premises and warrant that I have adopted an appropriate Occupational Health and Safety Management Plan to ensure the safety of my clients and members of the public during my use of the Premises.
20. I accept that Council reserves the right to terminate this registration with reasonable prior notice if in its sole opinion it has determined that I have failed to comply with any reasonable direction of its Law Enforcement Officer(s) or have breached any condition of my registration.
21. If my registration has been terminated, I can appeal in writing to the General Manager against the determination within 14 days of being issued written notice of the termination of my registration in addition to other remedies I consider warranted. I know that only Trainers with a registration are authorised to train persons on the Premises. Trainers may also consider other action as appropriate.
22. I acknowledge that priority is given to the use of ovals and playing fields by clubs and schools which hire these facilities.
- 23. I will when in doubt as to the availability of a Council facility during wet weather, contact Councils wet weather line on 9911 6375, and I agree to not use such grounds if closed.**
24. I am aware that there are underground irrigation systems within Council's parks, ovals and reserves, and therefore will not penetrate the ground of the Premises with pegs or poles.
25. I acknowledge when undertaking training that I must have on clear public display the current Council registration.

Fees and Charges

The following fees and charges apply:

Item	Cost	Comments
Booking fee	\$31.00	
Personal Trainers Permit (up to 3 sessions per week)	\$133.00 per park	Entitles trainer to utilise a park for up to 3, 1 hour sessions per week.
Additional Sessions in excess of 3 per week (maximum of 15 sessions per week) (per session)	\$65.50 per additional session in excess of 3 per week	Trainer to be charged an additional \$58 for each session in excess of 3 sessions per week. A maximum of 15 sessions per week permitted. A trainer may formally request approval and enter into an agreement with Council for more than 15 sessions per week. Each request will be reviewed on a case by case basis and the fee applicable available on application.

Fees and charges are reviewed on an annual basis.

Additional trainers

If you wish to register additional trainers there is an additional fee of \$72 per year per trainer.

Conditions

- A schedule of names, qualifications and passport sized photo for each additional trainer will need to be sent to Council with the application.
- Registration is subject to renewal on an annual basis
- If this information is not adhered to your application will not be processed.

Frequently asked questions

What is a personal trainer?

A personal trainer is a fitness professional involved in exercise prescription and instruction.

Who needs to register?

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What do trainers receive?

Promotion of their service including company name and contact details on Council's webpage.

Assurances that open space is managed effectively and equitably to allow trainers with shared access.

What areas can I use?

Personal training sessions are only permitted in designated areas.

The following areas are displayed in the map below.

