

**LICENCE TERMS AND CONDITIONS WITH THE SYDNEY HARBOUR FEDERATION TRUST (“The Trust”) FOR THE USE OF DESIGNATED PASSIVE RECREATION AREAS AT HEADLAND PARK (“The Park”), MOSMAN BY REGISTERED PERSONAL TRAINERS (“The Hirer”)**

The Hirer acknowledges that no obligations in relation to the designated recreation areas will arise unless and until licence documentation has been agreed and executed by all relevant parties and all fees are paid.

**Permitted Activity**

Training activities will be limited to the normal activities of a personal or fitness trainer, yoga or tai chi instructor or similar which would include cardio-vascular and muscular skeletal programs (including pad training) in public open space. The Hirer can not use the walking tracks or any stairs between training locations for training activities. The Hirer must be a Trainer licenced by the Fitness NSW Association and may train up to a maximum of 10 participants per session. **The permitted activity may only take place only within the areas designated in the accompanying plan.**

**Times of Use**

The Park may be used for training activities between 6am and dusk Mondays to Saturdays only.

**Accreditation**

The Hirer must be an appropriately qualified instructor for the permitted activities (with relevant First Aid certification) and accredited Fitness NSW. Evidence of current, relevant certification must be attached to the licence application.

**Evidence of Licence**

While undertaking the permitted activity in Headland Park, the Hirer must at all times carry a valid permit issued by the Trust in conjunction with this Licence. The Permit must be produced on request by Trust Staff or Rangers.

**Conduct**

When conducting the permitted activity, the Hirer must conduct him/herself in a proper and orderly manner exercising due care, competence and diligence and showing consideration to other users and neighbouring businesses and residents. In particular, the Hirer may not obstruct any other users of the Park nor create any noise which may be audible to neighbouring businesses and residents.

The Hirer and its clients must comply with all relevant State and Commonwealth laws including the *Sydney Harbour Federation Trust Regulations 2001*. The Hirer will comply with all reasonable directions from the Trust’s Rangers and Security Guards.

**Hazards**

The Trust makes no warranties or representation about the suitability of the Park for the permitted activity and the Hirer uses it at its own risk in its prevailing condition. The Hirer is responsible for satisfying all health and safety requirements associated with the permitted activity. Prior to commencing the permitted activity, the Hirer will inspect the area to ensure no hazards are evident. In the event of hazards arising prior to or during the permitted activity, the Hirer will immediately notify the Trust and cease training in the vicinity until further notice.

**Equipment**

Basic portable fitness equipment is permitted (eg mats, mini-cones, fitness balls, hand-held weights). Equipment must be broad-based, not penetrate the ground or be suspended from any vegetation or structure. Street furniture, hard landscaping, building verandahs and access steps may not be used for training. All equipment may only be set up on commencement of the activity and must be packed away immediately thereafter. The use of amplification, whistles or horns is not permitted. The Hirers activity should not cause excessive wear to natural or turfed areas.

**Exclusivity**

This licence is non-exclusive. Public access to any part of the Park may not be restricted at any time. Other bookings with the Trust for events, weddings, parties, exhibitions or filming have priority over the permitted activity, and the Hirer may not interfere or disrupt these activities in any way.

**Public Liability**

The Hirer agrees to use the Park at its own risk and releases and waives any right to make any claim against the Trust for loss, theft, cost, expense or damage arising directly or indirectly from the use by the Hirer or its invitees. The Hirer must maintain at all times a minimum Public Liability Insurance Policy noting the interest of the Sydney Harbour Federation Trust to a minimum value of \$20,000,000. Hirers must maintain the insurance cover for the entire period covered by the licence.

**Accidents and Injuries**

The Hirer must keep a log of all accidents and injuries occurring in the Park and notify the Trust within 24 hours of any significant incident.

**Assignment**

The rights conferred under this licence may not be assigned without the prior consent of the Trust.

**Signage**

Signage (temporary or otherwise) is not permitted in Headland Park at any time. In particular, advertising signs or signs indicating exclusive use of any area are strictly prohibited.

**Variation & Termination**

The Trust reserves the right to vary the terms or terminate this licence without notice at any time. In the event of termination, the licence fee will be refunded on a pro rata unless the termination is because in the opinion of the Trust the Hirer has failed to comply with a direction from the Trust's Rangers or Security Guards or has breached a condition of this licence.

**Waste Removal**

There are no waste collection facilities in the park. The Hirer must ensure all waste is removed from the park and disposed of responsibly off-site.

**Prohibited Times**

Days not available for use include Boxing Day, Christmas Day Anzac Day and other days at the discretion of the Trust.

**List of Charges**

Annual Fee 2009	\$500 + GST
-----------------	-------------

**LICENCE FOR USE OF HEADLAND PARK (DESIGNATED AREAS ONLY) BY PERSONAL TRAINERS**

For enquiries please email or call the Licensing Officer on either [Licensing@harbourtrust.gov.au](mailto:Licensing@harbourtrust.gov.au) or 8969 2100.

To apply, please complete the Licence Agreement and return to The Licensing Officer, Sydney Harbour Federation Trust, PO Box 607, Mosman 2088. The below items must be included for your application to be considered:

- Annual Fee
- Copy of registration with Fitness Australia
- Copy of public liability insurance

**The Licence is not confirmed until this Agreement is returned to you signed by a Trust signatory.**

**APPLICANT DETAILS**

Full name		Mobile number	
Company Name	<i>If applicable</i>	ABN	<i>If applicable</i>
Address		Postcode	
Email address			

**DETAILS OF USE**

Anticipated activities (within permitted use)	
Anticipated frequency of use	
Anticipated usage times	
Details of equipment to be used during training	

I have read and agree to the licence terms and conditions for the use of Headland Park

APPLICANT'S SIGNATURE and DATE:  ...../...../.....	SYDNEY HARBOUR FEDERATION TRUST SIGNATURE and DATE  ...../...../.....
--	---

**Sydney Harbour Federation Trust**

**METHOD OF PAYMENT FORM FOR PERSONAL TRAINING PERMITS AT HEADLAND PARK**

**Direct Transfer**

Account Name: Sydney Harbour Federation Trust

Bank: Reserve Bank of Australia

BSB: 092-002

Account: 110721

***Your payment must include***

***the following reference:*** LGH30TB10 (*insert your surname*)

**Cheque**

Please attach to booking form

**Credit Card**

Name on Card:

---

Credit Card Type\*\* :

\*\* Please note a 3% surcharge applies to American Express Cards.

\*\* Diners are not accepted

---

Credit Card Number:

---

Expiry Date:

---

Amount to charge now:

---

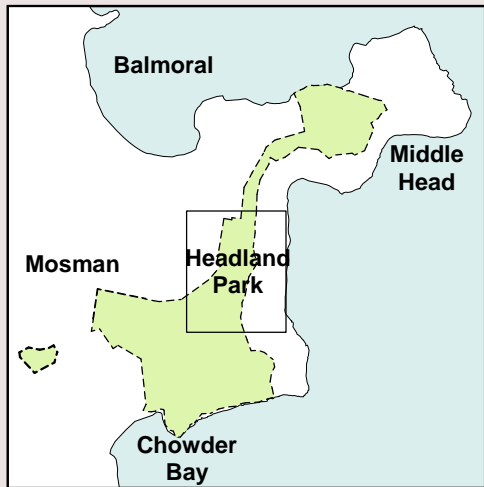
Card Holders Signature:

---







Date:

---

# Personal Trainer Licence Areas Georges Heights, Mosman



## LEGEND

-  Licence area
-  Parking
-  Toilets
-  Restaurant / Café
-  Bus Stop
-  Walking track

