

## Outdoor Fitness Training Permit Terms & Conditions

Whilst we hope you have a positive experience and deliver a service that provides excellent health benefits to park users, there are five key points you must also adhere to:

1. Avoid conflict between those undertaking licensed fitness activities in the park and other park users.
2. Protect and preserve the park.
3. Ensure access to and use of public open space is unspoiled for all visitors.
4. Work alongside a formal agreement to ensure that fitness operators are complying with current health & safety regulation and best industry practice and keeping paperwork up-to-date with the relevant manager.
5. Fitness Licensed operators are fully insured and hold liability for participant's safety, idverde doesn't accept any liability for activities related to outdoor fitness training as part of the licence.

Please note the following:

- The Fitness operator shall not have exclusive rights over any area of Merton or Sutton's Grounds and shall ensure that right of way is given to members of the general public visiting Merton or Sutton's Grounds.
- No large items of keep fit equipment shall be used on the Merton or Sutton's Grounds other than hand held equipment e.g. jogging weights, Kettle bells and resistance bands.
- Fitness operators shall leave Merton or Sutton's Grounds in a clean and tidy condition and be liable for any loss of or damage to any Council property through their direct improper use.
- The Fitness operator shall abide by the Park Regulations.
- They shall ensure that Council Property is not used for the purpose of fitness training i.e. benches, tables, trees, lamp posts, car park, bandstands etc. To keep all pathways clear and accessible to all users.
- The Fitness operator shall not display, produce or distribute any sign or advertisement. The restriction of advertising applies to all boards, hoardings, flags, posters etc. displaying any organisation or company or brand name of any goods, including those of the Licensee / Fitness Operator.
- The Fitness operator must ensure that no particular area of the Merton or Sutton's Grounds is overused to the extent that it causes unreasonable wear and tear to the fabric of the park e.g. waterlogged, obvious worn and muddy areas. A map depicting areas of the park and other unsuitable locations for training can be provided by the relevant manager. Trainers must avoid using these areas.
- Sessions must not be longer than the agreed period and cannot have more people than what has been agreed to. Sessions must also take place whilst the park is open; i.e. during daylight hours.
- You must provide an up-to-date site specific emergency plan, in addition to the risk assessment.

### 'No Go' Park Areas:

- Areas within the park where training activities have a negative impact on other park users, residents and Licensee's; e.g. intrusive noise, shouting, aggressive language etc.
- Areas of high pedestrian activity such as pathways, car park, monuments and bandstands.
- Areas clearly marked as sports fields, any formal garden areas and other Park sensitive locations such as; waterside areas, picnic areas, deck chair areas, long grass, meadow land, conservation areas etc.
- Areas closed for renovation or similar.
- Any Park structures, including trees, and benches or similar must not be used for training purposes.

### 'No Go' Park Activities:

- Amplified music or audio equipment, whistles and shouting or other intrusive noise-generating activities.
- Aggressive, intimidating or unreasonably noisy training activities that impacts on the comfort of other park visitors.
- Anything that marks out an area which may imply exclusive use.

As a licence holder you agree to abide by these guidelines at all times.

Non-compliance to the above Code of Conduct and park Regulations means you are at risk of losing your Fitness licence and leaving the park with immediate effect.

Please note that you must respect the terms of your arrangement and that this agreement will not be breached, otherwise we reserve the right to revoke it.

Name \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_