

# Personal Training Application Form



Please complete all fields and return to Newcastle City Council (Council) via email [parks&sportsground@ncc.nsw.gov.au](mailto:parks&sportsground@ncc.nsw.gov.au) or fax 02 4974 2603. For any further information, please contact Councils Facilities and Recreation team on 02 4974 2807.

## Notes

- For applications received to Council less than 15 days prior to the event date, as per Councils 2017/18 adopted fees and charges, the \$229.30 late application fee will be applied.
- Please refer to Councils 2017/18 fees and charges in relation to statement of fees and charges applicable to this application.

SECTION 1 – APPLICANT DETAILS			
Contact Name:			
Organisation Name:			
ABN Number: (If applicable)			
Mail Postal Address:			
Phone Number:			
Email:			
Fitness Registration Number:		Expiry Date:	
Names of other staff involved in conducting activities:		Registration Number:	
		Registration Number:	
		Registration Number:	

SECTION 2 – BOOKING DETAILS – Due to seasonal sports bookings on sportsgrounds can only be booked for a maximum of 6 months								
Name of Beach / Park / Reserve / Sportsground:								
Number of participants: (Max 18)								
Types of Exercise Activities:								
Dates of Use:		<input type="checkbox"/> 1 Jul 2017 – 30 Sep 2017		<input type="checkbox"/> 1 Oct 2017 – 31 Dec 2017				
		<input type="checkbox"/> 1 Jan 2018 – 31 Mar 2018		<input type="checkbox"/> 1 Apr 2018 – 30 Jun 2018				
Days / Times of Use:		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
AM	From:							
	To:							
PM	From:							
	To:							

<b>SECTION 3 – PUBLIC LIABILITY INSURANCE – Copy of Certificate of Currency must be attached</b>			
Insured Name:			
Insurance Company:			
Policy Number:		Coverage Value:	
Commencement Date:		Expiry Date:	
Location of Coverage:			
Newcastle City Council Noted as an 'Interested Party'? (This must be listed on the certificate of currency)	YES	<input type="checkbox"/>	NO (Provide reason below) <input type="checkbox"/>

**NOTE:** If Newcastle City Council is not noted as an Interested Party on your Certificate of Currency, please provide a reason why: \_\_\_\_\_

\_\_\_\_\_

<b>SECTION 4 – PERSONAL TRAINING HIRE AGREEMENT</b>			
I have read and agree to abide by the conditions detailed on Pages 3 and 4 of this application form. The information supplied on this application form is to the best of my knowledge. Should there be any alterations to this information, I will advise Newcastle City Council immediately. All application fees are non-refundable.			
Applicant Name:		Position:	
Applicants Signature:		Date:	

Please complete all fields and return to Council via email [parks&sportsground@ncc.nsw.gov.au](mailto:parks&sportsground@ncc.nsw.gov.au), 02 4974 2603 or mail;

**Facilities and Recreation  
Newcastle City Council  
PO Box 489  
NEWCASTLE NSW 2300**

For any further information, please contact Councils Facilities and Recreation team on 02 4974 2807.

**Protecting your privacy**

Newcastle City Council is committed to protecting your privacy. We take reasonable steps to comply with relevant legislation and Council policy.

**Purpose:** Information required for allocation of Personal Training Licences, Newcastle City Council.

**Intended recipients:** Facilities and Recreation.

**Supply:** Voluntary.

**Consequence of Non Provision:** Application not processed.

**Storage and security:** Newcastle City Council Electronic Document Management System; records to be kept indefinitely.

**Access:** Newcastle City Council, phone 02 4974 2000, fax 02 4974 2222, email [mail@ncc.nsw.gov.au](mailto:mail@ncc.nsw.gov.au).

## PERSONAL TRAINING LICENCE AGREEMENT - CONDITIONS OF APPROVAL

Failure to comply with these conditions could result in the withdrawal of future approvals, the recovery of costs and/or the institution of legal action

This Personal Training Licence Agreement (Agreement) is issued subject to the Personal Training Applicant (Licensee) meeting the conditions of approval and conditions of consent and obtaining all necessary approvals of Newcastle City Council (Council) and any other relevant authority. e.g. insurances, public liability, traffic management, sound, waste management and WorkCover approvals.

1. No fitness activities will be permitted in high activity areas and/or areas of cultural, environmental or natural significance. Specific areas prohibited include but are not limited to:
  - Newcastle Eastern End Exclusion Zone (see attachment).
  - King Edward Park – areas prohibited include the Rotunda and surrounding grassed area, Garside Gardens and the endangered "Themeda" grasslands area.
  - Empire Park – inside perimeter of the sportsground is not covered by agreement and requires a separate application.
  - Dixon Park – no restricted area (other than picnic and playground facilities).
  - Newcastle Ocean Baths.
  - Newcastle Beach.
  - Merewether Ocean Baths and adjacent stairways.
  - Grassed areas adjacent to SLSCs.
  - Memorial Walk.
  - Sand dunes.
  - 20 metres from memorials.
  - 20 metres from playgrounds, play equipment, pergolas, rotundas and public BBQ facilities.
  - 20 metres from any public change room, toilet or kiosk facilities.
2. Access is strictly limited the licenced park, sportsground or beach (licenced area) on the licence and the Licensee is not permitted to access any other licenced area for the activity. The Licensee shall at times when directed relocate their activities to other licenced areas so that their activities do not impact on Council activities or other approved activities or the public in general.
3. Council's Public Liability Insurance Policy covers the respective rights and liabilities of the Council and its agents but does not cover any negligence attributable to the Licensee or person acting on the Licensee behalf. Accordingly, Council is to be indemnified for \$20 million against any claims for liability connected with the hirer's use and control of the area. A copy of the Licensee Public Liability Insurance Policy with specific cross liability clause inserted is to be submitted to Council prior to the event / activity with the Application Form.
4. The Licensee is to ensure that service providers for activities associated with this event / activity have Workers' Compensation Cover for their employees.
5. The Licensee and its employees, agents and sub-contractors must have and maintain appropriate suitable qualifications with the following minimum qualifications:
  - Accreditation as a fitness trainer with Fitness NSW and/or accreditation from VETAB providers such as TAFE and Universities specific to the type of activity to be conducted,
  - Current first aid certificate,
  - Be competent in undertaking the service.
6. Council may at any time require proof of qualifications and experience of any employees, agents and sub-contractors that the Licensee engages or uses in carrying out of Personal Fitness Training Activities under this Agreement.
7. To demonstrate compliance with this clause the completed Risk Assessment and Safety Management Plan shall be submitted to the Aquatic Services Coordinator (Beaches) and/or the Sports Liaison Officer (Parks, Reserves and Sportsgrounds) no later than five days prior to commencement of activities under the Agreement.
8. Class sizes limited to a maximum of 18 persons per trainer.
9. The Licensee must comply with Council's regulations, policies and any requirements or directions of an authorised Council officer.
10. The Licensee shall immediately notify the Aquatic Services Coordinator (Beaches) and/or the Sports Liaison Officer (Parks, Reserves and Sportsgrounds) of any incident during the conducting of activities involving death of or personal injury to any person or damage to Council property. If requested, a written incident report is to be promptly submitted to Council.
11. The Licensee indemnifies Council, its servants and agents from and against all actions, claims, losses, damages, penalties, demands or costs whatsoever which may be brought or made against it or them by any person in respect of or by reason of or arising out of the performance of the Licensee's activities.
12. The Licensee's liability to indemnify Council is reduced proportionally to the extent that an action or omission of the Council or employees or agents (other than the Licensee) of Council may have contributed to the injury, damage or loss.

13. Council does not warrant that any facilities or services rendered or materials supplied will be fit for the particular purposes for which the Licensee requires them. A person to whom the services are supplied engages in the activity at his or her own risk.
14. The Licensee shall comply with:
  - Any acts, regulations, local laws, codes of practice and Australian Standards which are in any way applicable to WH&S and the performance of the services,
  - Any and all directions by Council's representative relating to public safety.
15. The Licensee shall prepare and submit a Job Specific Risk Assessment and Safety Management Plan to the Aquatic Services Coordinator (Beaches) and/or Sport and Recreation Officer (Parks and Reserves). The Risk Assessment shall record the risks relating to conducting the activities including any equipment used in the activities. The Safety Management Plan must describe the risk control methods to be employed by the Licensee and include emergency management procedures.
16. The Licensee must ensure for Personal Fitness Training Activities conducted for schools that the students have written parental consents to participation by persons of under age (less than 18 years of age), in the activities acknowledging they are aware of the risks involved in their child's participation in the activities.
17. The Licensee must give to all participants involved in the activities, including the carers of any "incapable persons" (that is, a person who, because of their young age or a physical or mental disability, lacks the capacity to understand a risk warning), a verbal or written warning of all the risks involved in the activities.
18. The Licensee shall ensure that the Personal Fitness Training Activities are conducted at all times upon the area in a manner which is not to the annoyance, nuisance or disturbance of other users of council facilities including other personal fitness trainers.
19. All signage used on council's site must have the prior approval of Council.
20. The Licensee shall conduct all activities in a friendly relaxed environment, and maintain the highest standard instruction with competent instructors.
21. The Licensee shall be responsible for managing the activities including taking all bookings and collecting all payments for the activities.
22. The Licensee must maintain a record of dates and times for each lesson and, for each lesson, the names of participants in each lesson.
23. The Licensee shall at the end of each financial year supply to the Aquatic Services Coordinator (Beaches) and/or the Sports Liaison Officer (Parks, Reserves and Sportsgrounds) an annual report on dates and times of lessons and the number of participants in each lesson.
24. Council shall review the Licensee's performance each year for the duration of the Licence. Should all terms and conditions be observed and satisfied the Licence agreement may continue. Non-compliance with any of these terms and conditions may result in termination of the contract.
25. All complaints regarding the service received throughout the term of the Agreement must be discussed with the Aquatic Services Coordinator (Beaches) and/or the Sports Liaison Officer (Parks, Reserves and Sportsgrounds) in a timely manner.
26. Complaints of a serious nature shall constitute a breach of the Agreement. Council may terminate this Agreement by written notice to the Licensee if the Licensee fails to remedy any breach within 14 days from the date of service of a notice by Council on the Licensee specifying the relevant breach.
27. The Licensee shall not without the prior written approval of Council sub-contract or assign any performance of rights or obligations under this Licence. Council will not unreasonably withhold the granting of permission in this regard and subject thereto the Council may impose reasonable terms and conditions.
28. If the Licence includes Annexure A - Schedule of Authorised Persons then the Licensee must only use the persons detailed in the Annexure. The parties may agree from time to time to vary the persons detailed in the Annexure. No other person, whether by employment or on a voluntarily basis, is permitted to participate in the delivery of the Personal Fitness Training Activities.
29. Any assistance required to be undertaken by Council officers for this event / activity outside normal working hours of Monday to Friday 9:00am to 5:00pm, will be charged to the Licensee at the applicable Council rates as set out in Newcastle City Council Fees and Charges.
30. The Licensee and group involved in the fitness activities must not use picnic tables, seating, street furniture, fences, walls, shade shelters, trees or other structures as training aids, and must not damage any natural assets such as grassed areas, vegetation, trees/shrubs and the like.
31. A licenced area inspection is to be carried out by the Licensee prior to the commencement of activities. Any problems should be fixed immediately if possible, or referred to Aquatic Services Coordinator (Beaches) and/or the Sports Liaison Officer (Parks, Reserves and Sportsgrounds) for that particular area. The activity should not commence until any problems have rectified.

32. Keys provided to the Licensee will not to be copied; any damage to the keys or associated locks will be charged to the Licensee for the repair or replacement of the keys or associated locks at the applicable Council rates as set out in the Newcastle City Council Fees and Charges.
33. The Licensee must remove all equipment (either privately owned or hired from a third party,) temporary structures, vehicles and waste from the licenced area at the conclusion of the activity as outlined in this application. Penalty Infringement Notice(s) will be issued to the Licensee by Council Compliance Officers or Council Rangers for non-compliance of this condition.
34. The Licensee may provide appropriate equipment / fitness aids for fitness activities and such equipment shall be in good order and repair. Heavy equipment including weights that may damage the environment in which it is used is not permitted.
35. Council does not take responsibility for any loss or damage to the Licensee's infrastructure and equipment associated with your activity within the licenced area. All infrastructure and equipment that is on site is at the Licensee's own risk.
36. The Licensee is responsible for bringing into the licenced area any form of equipment (either privately owned or hired from a third party,) then the Licensee is to arrange for the removal of that equipment from the licenced area or amenities on the same day. Alternatively the licenced area may be opened outside normal working hours to allow the person or organisation to remove the equipment subject to that person or organisation agreeing to meet the full costs incurred by Council for the 'out of hours call out' as set out in the Newcastle City Council Fees and Charges.
37. The Licensee must ensure that Council is notified in writing of any changes / amendments to the Sporting Licence Application originally supplied to Council.
38. The Licensee is responsible for ensuring that suitable arrangements are made for access by emergency vehicles (e.g. Police, Fire Brigade and Ambulance) through the closed section of road.
39. The Licensee agrees that canned beverages only are allowed to be taken onto the licenced area and under no circumstances are patrons permitted to take glass bottles or receptacles onto the licenced area. All food and beverages are to be served in plastic containers.
40. The Licensee agrees that no fires are to be lit on the licenced area.
41. The Licensee agrees that all barbeques are to be of the suspended type and not placed on actual sportsgrounds.
42. A separate application may be required to Council's Environmental Management section one month prior to the activity in respect to the erection and operation of amusement devices on the licenced area.
43. During the summer (cricket) season, all activities are to be conducted away from cricket turf wickets including a five metre area buffer zone from the edge of the cricket wicket square. The cricket turf wickets area must not be encroached under any circumstance.
44. The Licensee must not erect, display, affix or exhibit any sign, advertisement, name, notice or hoarding on the licenced area without the prior approval in writing to Council.

#### **FEES AND CHARGES**

45. Unless prohibited by statute, the Licensee must pay any reasonable costs incurred by the Licensor in considering or acting on a request by the Licensee in connection with this Licence. The Licensed Area or any matter arising in connection with the Licensed Area, in accordance with the Newcastle City Council Fees and Charges.
46. The 2017/18 (GST inclusive) licence fees are:
  - Application fee - per application >15 days notice (non refundable) - \$125.00
  - Late Application Fee - applications received by council less than 15 days prior to the date of the event (non refundable) - \$229.30.
  - Personal Fitness Training Licence - park / sportsground / beach - per quarter / 1 location (3 hours or less per week) - \$489.10.
  - Personal Fitness Training Licence - park / sportsground / beach - per quarter / 1 location (3 hours or more per week) - \$620.00.
  - Personal Fitness Training Licence - park / sportsground / beach - per quarter / 2 locations (3 hours or less per week) - \$540.05.
  - Personal Fitness Training Licence - park / sportsground / beach - per quarter / 2 locations (3 hours or more per week) - \$686.00.

#### **SPORTSGROUND CLOSURE CONDITIONS**

47. Council reserves the right to prohibit the use of the Sportsground in the event of heavy rain, in times of drought, or where damage is likely to be caused to the Sportsground.
48. Wet weather refers to a rainfall event which may affect the characteristics of a Sportsground and subsequent use of the Sportsground is likely to cause damage to the playing surface and/or player injury.

49. Sportsground closures, as a result of wet weather are determined by Council from Monday to Friday inclusive for local, district and regional Sportsgrounds. On Saturday, Sunday and Public Holidays Sportsground closures are determined by Council for district and regional Sportsgrounds only. For local Sportsgrounds, the responsibility for assessment of Sportsgrounds is with the Licensee against assessment criteria outlined in the Wet Weather Sportsground Assessment Form (pdf)
50. **Sportsground Open:** When a Sportsground is declared open, the Sportsground must be monitored closely for any change in conditions and reinspections carried out as necessary by the Licensee. If wet weather has been present in the week proceeding, is forecast by the Australian Government Bureau of Meteorology [www.bom.gov.au](http://www.bom.gov.au) or wet weather conditions develop inspections should be completed throughout the day against assessment criteria outlined in the Wet Weather Sportsground Assessment Form (pdf) to ascertain if there is any deterioration to the condition of the Sportsground. If excessive damage is noticed, then further games and/or training should be cancelled.
51. **Sportsground Closed:** When a Sportsground is declared open, the sportsground must be monitored closely for any change in conditions and reinspections carried out as necessary by the Licensee. If wet weather has been present in the week proceeding, is forecast by the Australian Government Bureau of Meteorology [www.bom.gov.au](http://www.bom.gov.au) or wet weather conditions develop inspections should be completed throughout the day against assessment criteria outlined in the Wet Weather Sportsground Assessment Form (pdf) to ascertain if there is any deterioration to the condition of the Sportsground. If excessive damage is noticed, then further games and/or training should be cancelled. A closure exemption will apply in the circumstance that the cricket wicket only is closed, in this instance the sportsground may remain open for training only with the provision activities will only take place outside the cricket wicket square at a minimum distance of 5m.
52. **Wet Weather Hotline:** Monday – Friday updated information on Sportsground closures is available by calling Council's Wet Weather Hotline for Sportsgrounds on 02 4974 2468 after 2pm each weekday. This is a recorded message providing the most up-to-date status of Council Sportsgrounds closures. On Saturdays, Sundays and Public Holidays information on Sportsground closures is available by contacting the relevant clubs and associations.
53. Any excessive damage caused to the Sportsground from inappropriate use is the responsibility of the Licensee. Council will invoice the Licensee for all damage caused to the Sportsground where such damage is considered to be excessive and greater than would be expected from normal wear and tear. Council's decision on whether excessive damage has been caused shall be made by experienced staff and shall be final. Where it is determined by Council that the Licensee has caused excessive damage, repairs to the Sportsground will not be a priority for Council.

#### **ELECTRICAL CONDITIONS**

54. The following general conditions apply:
- All concession installations shall comply with AS 3002 - 1985 Electrical Installations Shows and Carnivals.
  - The Licensee is required to pay the cost of any 'call out' necessary to reinstate power at the venue due to a power overload.
  - At no time shall any power outlets or electrical switchboards be changed, upgraded or modified in any way.
  - Vandalism of the power supply and / or faulty power outlets shall be reported to Newcastle City Council's Electrical Services Coordinator by phoning 02 4974 2651 between the hours of 7.00am and 3.30pm Monday to Friday.
  - Ensure electrical switchboards are properly secured and locked during and after the completion of using the power facility.
  - Where special power requirements are needed contact Council's Electrical Services Coordinator by phoning 02 4974 2651 to discuss.
55. The following conditions apply for operating procedures for single phase 240 voltage power supply:
- The flexible extension lead supplying the device shall be of the heavy duty sheathed type and have a minimum current carrying capacity of fifteen (15) amps.
  - After the flexible extension lead is connected to the power outlet in the switchboard, the flexible extension lead is to exit the switchboard through the bottom of the door. The switchboard door is to be closed and locked during usage. The flexible extension lead is to be anchored via the tie bar supplied at the base of the switchboard.
  - The flexible extension lead is to be supported in an appropriate manner at a minimum height of two point four (2.4) meters and a maximum span of ten (10) meters.
  - The flexible cable shall be anchored at the device and shall not enter the device from the top.
56. The following conditions apply for operating procedures for three phase 415 volt power supply:
- The flexible extension lead supplying the device shall be of the heavy duty sheathed type and have a minimum current capacity of fifteen (15) amps.
  - After the flexible extension lead is connected to the power outlet in the switchboard, the flexible extension lead is to exit the switchboard through the bottom of the door. The switchboard door is to be closed and locked during usage. The flexible extension lead is to be anchored via the tie bar supplied at the base of the switchboard.
  - The flexible extension lead is to be supported in an appropriate manner at a minimum height of two point four (2.4) meters and a maximum span of ten (10) meters.
  - The flexible cable shall be anchored at the device and shall not enter the device from the top.
  - For three phase power supplies the user is required to provide a suitable earth leakage circuit breaker at the source of power i.e. to provide protection of the supplying flexible lead and the connection apparatus.

#### **AMPLIFIED SOUND CONDITIONS**

57. Sound amplification equipment used must be installed and maintained to minimise the noise impact on residential premises. Without limitation the applicant must ensure that:
- The main speakers face down and away from any residences.

- All amplified sound including test being restricted to between 8.00am and 9.30pm. No musical entertainment or amplified sound, including sound check's, are to be carried out outside these times.
- At all times the noise levels from testing and the presentation should not exceed the background level, measured in the absence of open air entertainment, by more than 5dB(A) at the nearest affected resident.
- Volume is controlled to address target audience only.
- Confined within the area of the licenced area in use
- Consideration is given to licenced area conditions on the day including wind conditions and other licenced area, public reserve or road users.
- The operation of a loud speaker or sound amplifying device shall be controlled so as not to interfere with the control of the users of the licenced area or of persons in the adjacent vicinity.
- Required to contact the Environmental Protection Union, Environmental Management on telephone 02 4974 2533 prior to the activity to ensure intended sound levels comply. Remember noise annoys.

58. In the event that complaints are received or noise levels are considered offensive by an authorised council officer, this approval and associated conditions may be amended or revoked.

#### **WASTE MANAGEMENT CONDITIONS**

59. The licenced area is to be left in a clean, tidy and litter-free condition at the completion of the activity and any additional cleaning or waste removal that is required to be undertaken by Council will be charged to the Licensee at the applicable Council rates as set out in the Newcastle City Council Fees and Charges. The Licensee is to remove all excess rubbish and all large receptacles are to be wheeled and placed on hard surfaces only.
60. The Licensee shall not use public waste bins on land to which this Agreement applies.
61. The principles of waste reduction, recycling and waste management are to be implemented by the Licensee.
62. Any additional cleaning or waste removal that is required to be undertaken by Council will be charged to the Licensee at the applicable Council rates as set out in the Newcastle City Council Fees and Charges.
63. Additional waste bins supplied and / or serviced by Newcastle City Council will be charged to the Licensee at the applicable Council rates as set out in the Newcastle City Council Fees and Charges.

#### **TEMPORARY STRUCTURES**

64. The following conditions apply to shade tents, marquees, structures and elevated platform:
- Location of placement is to be determined and approved by Council prior to activity.
  - Access for loading / unloading is to be predetermined and adhered to.
  - All erection / dismantling is to be between the hours of 8.00am and 9.00pm.
  - All tent pegs and bolts over 25cm long are not permitted to be used without a "Dial Before You Dig" authority approved by council.
  - Any damage to paths / grassed surfaces and underground services is to be paid by the Licensee.
  - Structure/s are not to be erected in wet conditions or strong winds where injury may occur.
  - The erection and dismantling of all temporary structures must conform to Australian Standards.
65. Temporary structure/s over 100 square meters are required to have a certificate / specification provided from a practicing structural engineer and the temporary structure/s resists load/s determined in accordance with the Australian and New Zealand Standards entitled:
- AS/NZS 1170.0:2002, Structural design actions-General principles, and
  - AS/NZS 1170.1:2002, Structural design actions-Permanent, imposed and other actions, and
  - AS/NZS 1170.2:2002, Structural design actions-Wind actions.
66. Temporary structure/s over 100 square meters require digital and/or hard copy plans submitted to Council for which include:
- Floor plans.
  - Elevations and sections.
  - A location sketch showing the subject site/s.
  - Plans shall be drawn to a suitable metric scale.
  - The minimum size sheet on which a plan will be drawn is A4 (210mm x 297mm).
  - Site plan/s drawn to a minimum scale of 1:500 shall show the location of the temporary structures and any other buildings there on.
67. On completion, certification for the installation of temporary structure/s over 100 square metres are required to be supplied to Council prior to occupation and/or use.

#### **URBAN TREE MANAGEMENT CONDITIONS**

68. All trees in the licenced area are to be protected from damage. No signs, nails, bolts, guy ropes, wires, ropes, garbage's are to be attached to any tree, tree roots or tree guard or Council structure including light poles within the area approved by this Agreement.
69. No tree branches or tree roots are to be pruned, damaged or removed for any purpose by the Licensee or facility user. Any tree works will be conducted by or coordinated through Newcastle City Councils City Greening Services section.
70. The Licensee is responsible for any damaged caused by this activity to the licenced area and will be charged for the repair of the licenced area at the applicable Council rates as set out in Newcastle City Council Fees and Charges.

71. The Licensee is responsible for any damaged caused by this licenced area and will be charged for the repair of the licenced area at the applicable Council rates as set out in Newcastle City Council Fees and Charges.

**AMENDMENT / TERMINATION OF AGREEMENT**

72. This Agreement is valid for licenced area, purpose, day and time specified and this Licence may only be amended or supplemented in writing and signed by the Licensor. Council reserves the right to withdraw this licence for any date(s) on giving one month's notice of its intention to do so.
73. The Licensee may terminate this Agreement at any time by giving one months' notice in writing to Council.
74. Council shall not be liable to refund to the Licensee any Licence fee or part thereof paid to Council in the event the Licence is terminated by either party.