

Rowing SA Facility Hire General Terms and Conditions

The following terms and conditions relate to facilities and equipment hire.

1. **Requests to hire the facility**

Requests for the hire of Rowing SA facilities must be made in writing using the Facility Hire Booking Form and be signed by the person responsible for payment of fees arising from the use. The hirer must be over 21 years of age and they must attend all times during the time of hire. Completion of the Facility Hire Booking Enquiry Form does not confirm booking, bookings are confirmed upon fee payment.

2. **Hire Period**

Your booking start and end times will be set out in the approved hire details and agreement. Access to the venue before or after your approved time is not permitted unless prior arrangements have been made with Rowing SA. Setting up and cleaning of venue needs be completed during this period.

3. **Booking process**

Recurrent Hire requests for bookings are taken on an annual basis shall comply with the public liability insurance requirements as noted on the hire agreement form. Single Hire requests for booking can be made on an as-required basis.

4. **Payment of hire fee (Single Hire)**

To confirm Single Hire, the hire fee must be paid in full as specified in the Hire Agreement. The hire fee will be charged in accordance with outlined Fee Schedule.

- Rowing SA may set out special conditions and hire fees for any activities or functions not covered in the current Fees and Charges.
- Payments must be made as described in the Facility Hire Booking, under the terms of the invoice.

5. **Cancellation by the hirer**

Cancellations made within less than 3 months of the date of the event, will receive a full refund. Cancellations made up to 15 days of the event, will receive a 50% refund. Cancellations made within 14 days of the event, will not receive a refund. Hire fees will not be refunded if a cancellation is made after the hire date.

6. **Cancellation by Rowing SA**

Rowing SA reserves the right to refuse any booking or cancel any booking already made for whatever reason. Any monies paid will be fully refunded. Rowing SA will not be liable for any loss or other consequence of the exercise of any right stated within these terms and conditions.

7. **Bond**

Rowing SA will require a bond to be paid for the use of the venue to confirm the hire. Rowing SA will inspect the venue after the function. If the venue has been left in a satisfactory condition, Rowing SA will refund the bond to you within 2 weeks after the function. Any costs incurred for additional cleaning or repairs to be carried out as a result from your function, will be deducted from the bond.

8. **Damage**

The hirer will be responsible for any damage caused to the venue or any fixtures, furniture or equipment excluding reasonable wear and tear. Any damage will be repaired by Rowing SA at your cost and any other expenses incurred will be deducted from the bond.
9. **Smoking and Illicit and Illegal Drugs**

Rowing SA has a no Smoking Policy which applies to all the facilities. Any hirer who fails to comply shall be subject to a \$100 fine. Illicit and illegal substances and their use is prohibited at all Rowing SA facilities.
10. **Cleaning**

After your hire period, the facility and area surrounding must be left in a clean and tidy condition. This includes returning furniture and equipment to their original positions, placing garbage into sealed bags, and removing it from the venue. Toilets clean & tidy. Hirers are to supply their own garbage bags and cleaning materials.
11. **Decorations**

The use of confetti or fireworks is prohibited.
12. **Liability**

For the duration of the hire period, the facility will be under your physical and legal control. It is the responsibility of the hirer to inspect and approve the booked facility as being safe to use for your activity. If you consider it unsafe, do not use it and notify Rowing SA of the problem straight away. If you use the facility, it will be deemed to be an acknowledgment that the facility is fit and proper for your use and you accept that all liability associated with the use shall rest with you including all costs associated with loss or damage as a result of the hire.
13. **Insurance and indemnity**

Unless you are covered as a Rowing SA affiliated club you must obtain and maintain Public Liability Insurance cover of \$20 million. This Policy MUST name Rowing SA as an interested party and details shall be submitted with your application of hire.
14. **Alcohol**

Alcohol may only be consumed on the premises when purchased from Oar Lakeside. Rowing SA supports a no glass policy where function venues are at sporting venues. The hirer is to meet all requirements of responsible serving of alcohol. The hirer is responsible for ensuring underage drinking does not occur. The hirer is responsible for the conduct of any visitors either invited or uninvited whilst under their hire.
15. **Keys and security**

Collection of keys, security codes and instructions will be advised by Rowing SA. Unless otherwise agreed, keys may be collected from the Rowing S, 1st Floor, 100 Military Road, West Lakes Shores, at a time that is agreed upon, during business hours of the week prior to the booking.

 - a. Keys will not be issued unless payment has been made. Access to the hire venue must only be done during the hire period unless prior arrangements have been made with Rowing SA. It is against the law to make copies of any keys that Rowing SA issue to the hirer. Loss of keys will incur a fee.
16. **Sale of Goods**

The selling of goods is not permitted at Rowing SA facilities except if they are being sold at charitable events, fairs, markets or by approval of Council. No gambling, game of chance or illegal activities are to be carried out at Rowing SA facilities.

17. **Safety**

The hirer must ensure that the setup, pack down, and hire is conducted in a safe manner. Where applicable, the hirer must be aware of all fire exits and fire extinguishers and follow the evacuation procedures for the venue. Fire exits must be always kept clear. It is the responsibility of the hirer to always have a first aid kit available during the duration of hire. Any incident or accident at the venue must be reported immediately to AU Sport.

 - a. Rowing SA accepts no liability for accidents which occur as a result of the hirer failing to observe this requirement.

18. **Amplified music and offensive noise**

Approval from Rowing SA is required prior to using PA or amplified system at the venues. No amplification can be used before 9am. All activities must meet the requirements of the Local Nuisance and Litter Control Act 2016 relating to noise at all times. Attendees are to leave the premises quietly without disturbing the surrounding residents. A deduction will be made to the bond if a breach is reported to Rowing SA

19. **Security**

Should Rowing SA determine your proposed function is of a high-risk nature, it will be compulsory for the hirer to engage a licensed security firm at your own cost. Proof of your security arrangements must be presented to Rowing SA at least 14 days prior to your function.

20. **Subletting**

The subletting of the venue or assigning of your rights to any other organisation or person without Rowing SA's prior consent is prohibited.

21. **Recurrent Hire**

Recurrent Hire means any person or group of persons who hires a Rowing SA facility for non- commercial or non-profit making purpose, more than 26 weeks per calendar year. Regular hirers must renew their application and provide evidence of current public liability insurance to the Rowing SA Office on an annual basis or upon request.

22. **Child Safe Environments**

Where applicable, the hirer must comply with the Child Protection Act 1993.

23. **Dispute resolution.**

Any dispute or difference whatsoever arising out of, or in connection with this agreement shall in the first instance attempt to be resolved by a mutual meeting of the parties' official representatives. In the event that the issue cannot be resolved within 14 days the matter shall be referred to Rowing SA Management.

24. **Definitions**

Rowing SA Club means a sporting club affiliated with Rowing SA

Community User means all those not a member of a Rowing SA Club

Single Hire means any person or group of persons who hires a Rowing SA facility hired for a one-off single date and time.

Recurrent Hirers means any person or group of persons who hires a Rowing SA facility for non- commercial or non-profit making purpose for more than one single date and time.