

# Rowing SA Facility Hire General Terms and Conditions

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## 1. Purpose

These Terms and Conditions apply to the hire and use of Rowing South Australia (Rowing SA) facilities, equipment, venues and operational services located at the A.M. Ramsay Regatta Course and associated Rowing SA managed sites.

By submitting a booking application, the hirer acknowledges and agrees to comply with these Terms and Conditions, together with any additional conditions imposed by Rowing SA.

## 2. Booking Applications

All requests for the hire of Rowing SA facilities, equipment or operational services must be submitted using the approved Rowing SA booking forms.

Submission of a booking application or enquiry does not constitute confirmation of a booking.

Bookings are only confirmed when:

- approval has been granted by Rowing SA;
- all required documentation has been received;
- applicable fees and bonds have been paid; and
- written confirmation has been issued by Rowing SA.

The person submitting the booking application must:

- be at least 21 years of age;
- be authorised to act on behalf of the hirer or organisation; and
- remain responsible for the booking and compliance with these Terms and Conditions throughout the hire period.

## 3. Hire Period and Venue Access

Approved hire times will be specified within the booking confirmation.

Access to facilities outside approved booking times is prohibited unless prior written approval has been granted by Rowing SA.

The approved hire period must include:

- setup;
- pack down;
- cleaning; and
- removal of all equipment and waste.

The hirer must ensure all participants, contractors and attendees vacate the venue at the conclusion of the approved hire period.

## 4. Types of Hire

Rowing SA may approve:

- single hire bookings;
- recurrent hire bookings;
- regatta and sporting event bookings;
- commercial hire;
- community hire; and
- operational or training activities.

Additional conditions may apply depending on the nature, scale and risk profile of the booking.

## 5. Fees and Charges

Hire fees will be charged in accordance with the applicable Rowing SA Fees and Charges Schedule.

Rowing SA reserves the right to:

- apply additional charges;
- require payment plans;
- recover additional operational costs; or
- impose special conditions for activities not covered within the standard fee schedule.

All invoices must be paid within the timeframe specified by Rowing SA.

Failure to make payment may result in cancellation of the booking.

## **6. Bonds and Security Deposits**

Rowing SA may require payment of a refundable bond or security deposit prior to confirming a booking.

Bond amounts may vary depending on:

- the type of booking;
- attendance numbers;
- event risk profile;
- alcohol service;
- equipment hire;
- security requirements; and
- previous hire history.

Following the booking, Rowing SA will inspect the venue and equipment.

Rowing SA may deduct costs from the bond for:

- cleaning;
- waste removal;
- damage;
- repairs;
- contractor call-outs;
- replacement of keys or access devices;
- security costs;
- irrigation or reserve damage;
- Council charges; or
- breaches of these Terms and Conditions.

Where costs exceed the bond amount, the hirer remains liable for all additional expenses incurred.

## **7. Cancellation by the Hirer**

Cancellation requests must be submitted in writing.

Unless otherwise approved by Rowing SA:

- cancellations greater than 3 months prior to the booking may receive a full refund;
- cancellations between 15 days and 3 months prior may receive a partial refund;
- cancellations within 14 days of the booking may not be eligible for a refund.

Administration fees or unrecoverable operational costs may be retained by Rowing SA.

## **8. Cancellation or Refusal by Rowing SA**

Rowing SA reserves the right to:

- refuse a booking application;
- impose additional conditions;
- suspend activities; or
- cancel a booking,

where Rowing SA reasonably considers:

- the activity presents an unacceptable safety risk;
- information provided is inaccurate or incomplete;
- fees remain unpaid;
- venue conditions are unsuitable;
- weather or environmental conditions present a risk;

- the activity may damage facilities or infrastructure; or
- the hirer has breached previous hire conditions.

Where Rowing SA cancels a booking, any applicable refund will be determined by Rowing SA based on costs already incurred.

### **9. Insurance Requirements**

Unless otherwise approved by Rowing SA, all hirers must hold current Public Liability Insurance with a minimum cover of \$20 million.

Evidence of insurance must be provided prior to approval.

Commercial operators, contractors and service providers may also be required to provide:

- certificates of currency;
- licences or qualifications;
- Safe Work Method Statements (SWMS);
- risk assessments; and
- additional compliance documentation.

Affiliated Rowing SA clubs and schools may be covered under separate insurance arrangements where applicable.

### **10. Safety and Compliance**

The hirer must ensure all activities are conducted safely and in compliance with:

- applicable legislation;
- Work Health and Safety requirements;
- Rowing SA policies and procedures;
- venue operational directions; and
- emergency management procedures.

The hirer is responsible for:

- participant safety;
- contractor management;
- maintaining safe access and egress;
- preserving emergency access routes; and
- complying with all instructions issued by Rowing SA staff or authorised representatives.

Any incident, accident, injury, hazard or property damage must be reported to Rowing SA as soon as practicable.

### **11. Child Safety and Safeguarding**

Where children or young people are participating in, attending or associated with the booking, the hirer must comply with:

- the Child Safety (Prohibited Persons) Act 2016 (SA);
- applicable child safety legislation;
- the Rowing Australia National Integrity Framework; and
- Rowing SA safeguarding requirements.

Rowing SA may require additional declarations, supervision arrangements or screening documentation depending on the activity.

### **12. Alcohol and Liquor Licensing**

Alcohol may only be supplied, sold or consumed in accordance with applicable liquor licensing requirements.

Unless otherwise approved by Rowing SA:

- alcohol must only be supplied through approved licensed providers;
- all reserve areas remain dry zones unless separately approved; and
- the hirer must comply with responsible service of alcohol obligations.

The hirer remains responsible for the conduct and behaviour of all attendees.

### **13. Noise Management**

All activities must comply with the Local Nuisance and Litter Control Act 2016 (SA).  
Amplified sound, PA systems or music must not be used without prior approval from Rowing SA.

The hirer must take reasonable steps to minimise disruption to surrounding residents, businesses and venue users.

Rowing SA may impose restrictions on:

- operating hours;
- amplified sound;
- event activities; and
- crowd management requirements.

### **14. Cleaning and Waste Management**

The hirer must leave all facilities, reserves and surrounding areas in a clean, safe and tidy condition.

This includes:

- removal of all rubbish;
- removal of temporary infrastructure;
- returning furniture and equipment;
- disposal of waste into approved bins; and
- cleaning of all hired areas.

Additional cleaning or waste removal costs may be charged to the hirer.

Unless otherwise approved, event waste must not be disposed of within Rowing SA operational bins.

### **15. Damage and Loss**

The hirer is responsible for any loss, theft or damage caused during the hire period, excluding fair wear and tear.

The hirer remains liable for damage caused by:

- attendees;
- contractors;
- suppliers;
- spectators; or
- associated personnel.

Any repair or replacement costs incurred by Rowing SA may be recovered from the hirer.

### **16. Venue Access, Parking and Keys**

Venue access arrangements will be advised by Rowing SA prior to the booking.

Keys, access devices or security codes must not be copied, shared or transferred.

The hirer must comply with:

- designated parking requirements;
- trailer access controls;
- reserve access restrictions; and
- operational traffic management requirements.

Loss of keys or access devices may incur replacement costs.

### **17. Council and External Approvals**

Certain activities may require separate approvals from:

- the City of Charles Sturt;
- Government agencies;
- emergency services; or
- other regulatory authorities.

The hirer remains responsible for obtaining all external approvals unless otherwise advised by Rowing SA.

This may include:

- reserve bookings;
- waste services;
- irrigation line marking;
- temporary infrastructure approvals; and
- event permits.

### **18. Security Requirements**

Rowing SA may require the hirer to engage licensed security personnel for higher-risk events. Where required, security arrangements must be approved by Rowing SA prior to the event. All associated costs remain the responsibility of the hirer.

### **19. Prohibited Activities**

The following are prohibited unless expressly approved by Rowing SA:

- fireworks;
- confetti;
- illicit or illegal substances;
- unauthorised gambling;
- unauthorised commercial sales;
- dangerous activities;
- unauthorised drones; and
- activities likely to damage facilities or infrastructure.

Smoking and vaping are prohibited within Rowing SA buildings and facilities.

### **20. Indemnity and Liability**

The hirer uses Rowing SA facilities and equipment at their own risk.

To the extent permitted by law, the hirer indemnifies and releases Rowing SA from any claim, loss, liability, damage or expense arising from:

- the hire;
- activities conducted during the hire period; or
- failure to comply with these Terms and Conditions,

except where caused by the negligence of Rowing SA.

### **21. Dispute Resolution**

Any dispute arising from the hire arrangement should first be addressed through discussions between the parties. Where the matter cannot be resolved, Rowing SA management may determine an appropriate resolution process.

### **22. Definitions**

**Single Hire** means a one-off booking for a specified date and time.

**Recurrent Hire** means repeated or ongoing bookings conducted throughout a calendar year.

**Community Hirer** means a person, group or organisation not affiliated with Rowing SA.

**Affiliated Club or School** means an organisation formally affiliated with Rowing SA.