



Adelaide Rowing Club

Function Venue Terms & Conditions of Hire

Effective Date: 15 October 2026

1. Definitions

1. In these Terms and Conditions:

- **Club** means Adelaide Rowing Club Incorporated and its authorised representatives.
- **Hirer** means the person, company or organisation making the booking.
- **Event** means the function, meeting or gathering described in the booking documentation.
- **Venue** means the Adelaide Rowing Club function space and any agreed ancillary areas.
- **Hire Period** means the agreed access, setup, function and pack-down times.
- **Agreement** means the signed booking form, quotation, function details sheet and these Terms and Conditions.

2. Nature of Hire

1. The hire is for the temporary use of the Venue for the approved Event only. The Hirer must not use the Venue for any other purpose, or permit any unlawful, unsafe or unauthorised activity.
2. The Club reserves the right to refuse or cancel bookings that, in its reasonable opinion:
 - are unsuitable for the Venue,
 - may expose the Club to reputational risk,
 - may create safety, security or licensing concerns, or
 - are inconsistent with Club policies or legal obligations.

3. Venue Capacity & Compliance

1. The Hirer must ensure that guest numbers do not exceed the maximum number approved by the Club for the Event. The venue is fully licensed for up to 200 guests.
2. The Hirer must comply with all directions from Club staff relating to:
 - occupancy limits,
 - emergency access & fire safety,
 - liquor licensing & responsible service of alcohol,

- noise management, and
- event conclusion times.

4. Booking Deposits, Bond & Payments

4.1 Booking Deposit

1. A **non-refundable booking deposit** of **\$750** is payable to secure the booking. The deposit will be credited against the final invoice. Where the final invoice is less than the deposit, the difference will be refunded to the Client.
2. Unless otherwise agreed in writing, the booking is not confirmed until the deposit has been paid.

4.2 Security Bond

1. A security bond must be provided at least seven (7) days prior to the event, in the form of either:
 - A **\$750 refundable security bond**, or,
 - Provision of **valid credit card details**.
2. The Hirer acknowledges and agrees that the security bond or credit card details constitute a security in favour of the Club for the Hirer's obligations under this Agreement, and may be charged for:
 - any outstanding fees or charges owing under this Agreement;
 - costs arising from damage to the Venue, its fixtures, fittings or equipment beyond fair wear and tear;
 - additional cleaning, security or waste disposal costs resulting from the Event; and
 - any other amounts properly payable by the Hirer under this Agreement.
3. Following the Event, and provided the Hirer has complied with all obligations under this Agreement, the Club will either:
 - refund the security bond (or any balance remaining after deductions); or
 - release the credit card security without making any charge,
 as applicable.
4. The Hirer authorises the Venue to securely hold the nominated credit card on file and to charge the card, without further reference to the Hirer. The Venue will use reasonable endeavours to notify the Hirer prior to processing any such charges where practicable.
5. Credit card details will be held and managed in accordance with applicable privacy and security obligations, and will only be used for the purposes outlined above.

4.3 Additional Charges

1. The Hirer is liable for any additional charges arising from the Event, including but not limited to: excess cleaning, additional staff time, damage or loss, overrun beyond the Hire Period, security attendance & emergency call-out costs.
2. The Club may invoice these amounts after the Event and payment will be due **within 7 days** of invoice unless otherwise stated.

4.4 Final Payment

1. A final invoice for the balance of all venue hire fees, staffing charges, beverage costs and any other fees will be issued within 7 days of the conclusion of the Event. Payment is required **within 7 days** of invoice.

5. Cancellations & Postponements

5.1 Cancellation by Hirer

1. All cancellations & postponements must be made in writing to the Clubroom Manager (clubroom@adelaideroxingclub.com.au)
2. If the Hirer cancels the booking, the following charges apply unless the Club agrees otherwise in writing:
 - Booking Deposit: 100% non-refundable
 - Security Bond: Refundable less any fees incurred under this Agreement.
 - Cancellation Fee (within 30 days of the event): 50% of venue hire fee payable
 - Cancellation (within 7 days of the event): 100% of full hire fee payable + minimum bar spend of \$500.

3. If the Club is able to rebook the Venue for substantially the same period and value, it may, at its discretion, reduce the cancellation charges.

5.2 Postponement by Hirer

1. Any request to postpone is treated as a cancellation, with a new booking to be made for the new date, unless the Club agrees otherwise in writing.

5.3 Cancellation by Club

1. The Club may cancel the booking if:
 - the Hirer breaches this Agreement,
 - required payments are not made,
 - the Hirer provides misleading or incomplete event information,
 - the Event presents safety, legal, licensing or reputational risks,
 - the Venue becomes unavailable due to matters beyond the Club's reasonable control.
2. If the Club cancels due to the Hirer's breach, monies paid may be forfeited.
3. If the Club cancels for reasons beyond the Hirer's control and not due to the Hirer's breach, the Club will refund monies paid for venue hire, less any non-recoverable third-party costs already incurred on the Hirer's instructions.

6. Access Times, Setup and Pack-Down

1. The Hirer may access the Venue only during the agreed Hire Period. This includes:
 - setup/bump-in,
 - supplier access,
 - guest arrival,
 - the Event itself,
 - bump-out and pack-down.
2. Early access or late departure must be approved in advance and may incur additional charges.
3. The Hirer must ensure that all guests, contractors and suppliers vacate the Venue by the agreed finish time unless the Club has approved an extension in writing.

7. Alcohol Service and Licensing

1. The Club retains sole control over the service of alcohol.
2. No BYO alcohol is permitted at any time unless expressly approved in writing by the Club.
3. The Hirer must comply with all liquor licensing requirements and staff directions.
4. The Club may refuse service to any person who is intoxicated, disorderly, underage or otherwise in breach of applicable laws or house policies.
5. The Club may close the bar or modify service arrangements if required for safety, licensing or operational reasons.
6. The Hirer is responsible for the conduct of guests and acknowledges that the Club's decisions on Responsible Service of Alcohol, bar, liquor license and venue management is final.

8. Restricted Functions

1. The Club will not accept bookings for the following events:
 - 18th birthday parties; or
 - Events involving adult entertainment of an explicit nature.
2. The Club also reserves the right to refuse bookings for any event type it considers unsuitable for the Venue.
3. The Club may terminate (for breach) any booking where the actual nature of the event is inconsistent with the booking description provided.

9. Third Party Suppliers

1. The Hirer may engage external caterers, decorators, AV suppliers, entertainers and other contractors or suppliers to supply goods or provide services relating to their event
2. Such engagements are directly between the Hirer and the supplier/contractor, not the Club. is responsible for this engagement
3. The Club is not responsible for the acts, omissions, performance or failure of third-party suppliers engaged by the Hirer.
4. The Hirer must ensure all Suppliers/Contractors:
 - comply with the requirements of these Terms and Conditions, venue access times,
 - hold all required licences and insurances,
 - comply with food safety and WHS requirements,
 - do not interfere with Club operations, property or licensing compliance.
5. The Hirer is responsible for ensuring that any 3rd party suppliers, contractors or vendors that they engage carry appropriate insurances for their services or product. The Club may require copies of supplier insurance certificates and relevant licences before approving access.

10. Decorations & Venue Setup

1. No nails, screws, staples, confetti, glitter, open flames, smoke effects, pyrotechnics, or other potentially damaging materials or activities may be used unless approved by the Club in writing.
2. Decorations, installations and styling items must:
 - be safe,
 - not damage the Venue,
 - not obstruct exits, doors or safety equipment,
 - not affect heritage features, fixtures, furnishings or Club property.
3. The Hirer is liable for any damage caused by decorations, installations or supplier activities.
4. All items brought into the Venue must be removed by the end of the agreed Hire Period unless otherwise approved.

11. Damage, Cleaning & Make Good

1. The Hirer is responsible for any loss, damage, breakage or excess cleaning arising from the Event and which has been caused by the Hirer, their Suppliers/Contractors or their guests. This includes damage to furniture, fixtures, fittings, glassware, equipment, flooring, walls, bathrooms, external areas, or any part of the Club premises or Club property.
2. If excessive cleaning is required — including removal of decorations, spills, waste, bodily fluids, or other unusual mess — the Club may charge the Hirer all associated costs.

12. Conduct of Guests

1. The Hirer is responsible for the behaviour of all guests, suppliers or contractors associated with the Event. The Hirer must ensure that they do not:
 - behave in a violent, threatening, abusive or disorderly way,
 - engage in unlawful conduct,
 - smoke or vape in prohibited areas,
 - brings prohibited substances or items onto the premises,
 - supply alcohol to minors,
 - damage or interfere with Club property, operations or staff,
 - enter restricted areas, or,
 - cause nuisance, excessive noise or disturbance.
2. The Club may direct any person to leave the premises and may end the Event immediately if guest behaviour is unsafe, unlawful, abusive or non-compliant.
3. No refund will be payable where the Event is ended due to a breach by the Hirer or guests.

13. Security & Safety

1. The Club may require licensed security personnel for certain events, based on factors such as event type, guest numbers, alcohol service, timing, age profile, risk profile. Where security is required, the cost is payable by the Hirer.
2. The Hirer must comply with all safety directions issued by Club staff at all times.
3. Emergency exits, access ways and safety equipment must remain clear and unobstructed.
4. Inappropriate use and discharge of fire extinguishers will result in eviction of individuals responsible, with replacement costs charged to the Hirer.

14. CCTV Surveillance

1. Adelaide Rowing Club operates CCTV within the Venue and surrounding areas to support safety, security and responsible event management.
2. By attending the Venue, the Hirer and all guests acknowledge that CCTV recording may occur. Footage may be used for incident review, compliance and, where required, shared with relevant authorities.
3. CCTV is not installed in private areas.

15. Minors

1. Where minors attend an Event, the Hirer must ensure appropriate adult supervision at all times, and in compliance of liquor licensing laws.
2. The Hirer must ensure that their guests comply with liquor licensing laws and do not supply alcohol to minors. Any breaches will result in removal.
3. The Club may require that certain events involving minors have additional controls in place as a condition of booking.

16. Noise, Music and Entertainment

1. All music, DJs, bands, speeches and amplified sound must comply with the Club's directions and any applicable local requirements. The Club may require music volume to be reduced or entertainment to cease if, in its reasonable opinion, it:
 - is causing disturbance,
 - creates a compliance issue,
 - affects neighbouring premises or Club operations,
 - creates safety concerns.

17. Parking, Access & Deliveries

1. The Hirer and their guests, suppliers & contractors are responsible for their own transport, parking and deliveries unless otherwise agreed.
2. All deliveries and collections must occur within times approved by the Club.
3. Parking is generally not available at the Venue. Limited vehicle access & parking may be arranged for deliveries and for attendees with reduced mobility.

18. Personal Property & Left Items

1. All property brought to the Venue by the Hirer, guests or contractors is at their own risk. The Club is not responsible for theft, loss or damage to personal items, gifts, decorations, equipment or hired goods.
2. Any items left behind at the end of the Hire Period may be disposed of if not collected within a reasonable time.

19. Club Operations & Right of Access

1. Adelaide Rowing Club is an operating sporting club and event venue. The Hirer acknowledges that:
 - certain parts of the premises may remain inaccessible or reserved for Club use,
 - the Club may need access to services, plant or operational areas during the Event,
 - the Club's management retains control of the premises at all times.
2. The Club may enter the Venue at any time for operational, safety, compliance or emergency purposes.

20. Liability & Indemnity

20.1 Exclusion of Liability

1. To the maximum extent permitted by law, the Club is not liable for:
 - loss of profits,
 - loss of opportunity,
 - disappointment,
 - indirect or consequential loss,
 - acts or omissions of third-party suppliers engaged by the Hirer,
 - loss or damage to property brought onto the premises by the Hirer, their suppliers, contractors or guests.

20.2 Hirer Responsibility

1. The Hirer is responsible for and indemnifies the Club against any claim, loss, liability, damage, cost or expense arising from:
 - breach of this Agreement by the Hirer,
 - negligent, reckless or unlawful conduct of the Hirer, guests or contractors,
 - damage to the Venue,
 - personal injury or property damage caused by the Hirer, guests or contractors,
 - failure to comply with laws, licensing requirements or staff directions.

20.3 Australian Consumer Law

1. Nothing in this Agreement excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded under applicable law, including the Australian Consumer Law.

21. Insurance

1. Subject to the nature of the booking, the Club may require the Hirer to obtain and provide evidence of appropriate insurance, particularly for higher-risk public or large-scale events.
2. Where requested, the Hirer must provide certificates of currency for:
 - public liability insurance,
 - event, contractor or supplier insurance
 - or similar insurance appropriate to the event.
3. Failure to provide requested insurance documentation may result in cancellation of the booking.

22. Force Majeure

1. The Club is not liable for failure or delay in performing its obligations where caused by events beyond its reasonable control, including but not limited to extreme weather, fire, flood, utility failure, pandemic or public health restrictions, industrial action, civil disturbance, conflict, government order, emergency incidents, damage to the Venue, or other safety or security risks. In such circumstances, the Club may cancel, postpone or vary the booking. The Club will act reasonably and communicate with the Hirer as soon as practicable.

23. Privacy

1. The Club may collect personal information from the Hirer for the purpose of managing enquiries, administering the booking, communicating function details, processing payments, and, meeting legal and operational requirements. The Hirer consents to the Club using this information for those purposes.

24. Photography

1. Unless otherwise agreed in writing, the Hirer may arrange photography and videography for private use at the Event.
2. The Club may request that the Hirer not publish images that misrepresent the Venue, Club staff or Club activities.
3. If the Club wishes to use images from an Event for promotional purposes, it will seek permission where appropriate.

25. Breach & Termination

1. If the Hirer (including their guests, suppliers or contractors) breaches this Agreement, the Club may:
 - issue directions to remedy the breach,
 - stop alcohol service,
 - terminate the Event immediately,
 - retain all or part of the deposit and bond,
 - cancel any future booking, or
 - recover any loss or damage caused.

Termination under this clause does not limit any other rights the Club may have.

26. Governing Law

1. This Agreement is governed by the laws of **South Australia**. Any dispute arising in connection with the booking or these Terms and Conditions is subject to the jurisdiction of the courts of South Australia.