

GENERAL TERMS & CONDITIONS

ROYAL HOBART REGATTA 2023



Site Occupation & Usage

Access to the Royal Hobart Regatta Grounds will be from 9am on Wednesday preceding the Royal Hobart Regatta, or as determined by the Hobart City Council.

All hirers are to have cleared the ground by 5pm on Wednesday following the conclusion of the Royal Hobart Regatta.

The hirer shall ensure that any and all activities carried out on their site comply with all relevant legislation and regulations applicable in the State of Tasmania.

That the surface turf of the Royal Hobart Regatta Grounds is not under any circumstances to be dug up, and all pegs are to be removed by the hirer. Sawdust, gravel, metal, and/or other materials must not be placed on the surface of the ground. The Hirer will be held responsible for any costs incurred whatsoever in the removal of any materials and ground renovation.

Power

Access to power at the Royal Hobart Regatta Grounds is limited and only authorised upon application to the Royal Hobart Regatta Association.

Any instruction issued by any employee of Aurora Energy must be complied with. Aurora Energy, the Royal Hobart Regatta Association and approved Electrical Contractors retain the right to disconnect any power supply if deemed not to comply with AS3000.

One fitting only is permitted on any one power outlet. Double adaptors are expressly prohibited.

Multiway outlets with overload protection may be approved for use upon application to the Association.

Where three or more power connections are required by the one hirer, they shall supply a distribution box that complies with AS3000.

All power equipment used by the hirer must be protected by a Earth Leakage Circuit Breakers (ELCB) located at the starting point of the consumers power supply. ELCB's are to supplied by the hirer.

Heaters, kettles and cooking equipment not used for display purposes are prohibited unless used by a commercial food outlet. (Electricity supply for hirers caravans are exempt on the condition they have a dedicated power lead for that caravan.)

Where a hirer has an outdoor power supply they must supply;

- a) their own power cord for each outlet supplied at a minimum length of 20 metres
- b) all power leads to be tested and tagged
- c) all ELCB's are to be tested and tagged

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- d) suitable matting supplied to provide protection of that lead
- e) barrier tape of mesh to prevent public access between sites.

The attention of all hirers is drawn to the provisions of Regulation 164 and 165 of the Work Health and Safety Regulations 2012) attached at the rear of this document).

Power cables must not be laid across walkways, paths, roads or any other area where damage could occur to the cable, unless there is appropriate physical protection.

All electrical equipment (excluding hirers caravans) are to be declared to the RHRA. Any undeclared power and/or equipment will be charged to the hirer at the prescribed fee plus 100% and the hirer will be liable for and additional costs relating to that connection.

The Grounds Manager, whose decision will be final, will determine any disputes relating to power.

Health Regulations and Food Hygiene Standards

All food and beverage vendors must comply with the Hobart City Council regulations in relation to the safe handling of food. All food must be prepared, packed, displayed and sold, as far as is practicable in accordance with the requirements of the Food Act 2003.

Upon request of the Hobart City Council Senior Statutory Environmental Health Officer or his/her representative, the RHRA will deny entry to or have removed from the Royal Hobart Regatta Grounds, any food vendor, together with his/her food and equipment.

That all food vans, caravans and mobile homes of whatever design be fitted with sullage tanks of such type and capacity as considered adequate and to the satisfaction of the Council's Senior Statutory Environmental Health Officer, for the purposes of collecting domestic trade waste produced by the use of such vehicles.

Any person occupying any food van, caravan or mobile home, who wilfully permits, suffers, causes or by omission permits, suffers or causes domestic or trade waste to escape from a sullage tank onto the ground of the leased area shall be removed forthwith at the direction of a Council officer or the Grounds Manager, together with all food and equipment. (Such offender being given a reasonable time to comply with the direction to quit).

Cancellations

Any cancellation, in writing, to the Secretary will be refunded in full, where 30 days notice, prior to the commencement of the Royal Hobart Regatta, is given.

If less than 30 days notice is given, a cancellation fee of 20% of the total ground rent will be charged.

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Exhibitors Vehicle Permits

All exhibitors who require vehicular access to the Royal Hobart Regatta Grounds will be required to display an exhibitors pass on their vehicle.

Member of the Tasmanian Showmen's Guild have Guild vehicle permits attached to their windscreens with the Registration Number of the vehicle clearly displayed.

Each exhibitor will be supplied one (1) exhibitors pass upon payment of ground space rental.

All exhibitors' vehicles must be parked in the VIP parking area at the rear of the John Colvin Memorial Grandstand during Regatta operating hours.

Additional exhibitors passes are available from the Secretary for a fee of \$15.

Insurance and Liability

The RHRA shall not be held liable for any loss or damage to the hirers property while on the Royal Hobart Regatta Grounds.

The hirer shall indemnify the Association (and if there be more than one, the indemnity is joint and several) and agree to hold the Association indemnified against:

- i. all actions, claims, suits costs
- ii. all damage done wither directly or indirectly to or sustained by any of the Associations property or any other persons arising out of any act or default of omission of the hirer, his servants, workmen or agents or anything owned, operated, worked, exhibited, displayed, demonstrated by or under the control direct, or indirect of the hirer.
- iii. Any demand brought against the Association by any person, firm or corporation.

The Royal Hobart Regatta Association requires all hirers to have current and valid Public Liability.

Certificates of currency are to be supplied to the RHRA upon application for Ground Space

Ground Rents and Charges

Ground rents and charges are determined by the RHRA on a yearly basis and published on the RHRA website when applications for Ground Rent become available.

Upon receipt of an application, a tax invoice will be forwarded outlining all charges and payment details. Do not send payment with your application as an Invoice will be issued.

A 10% discount will apply to ground rent, paid in full, one calendar month prior to the Regatta commencing. In any event, all ground rent must be paid in full by close of business on Sunday

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prior to the Royal Hobart Regatta public Holiday.

Payments may be made by EFT to:

Royal Hobart Regatta Association

BSB 633 108

Account Number 147196943

Cleaning and Waste Management

The Royal Hobart Regatta Association supply wheelie bins for use by hirers to ensure their immediate areas are kept clean and tidy.

Hirers are required to assist in keeping their ground clean and tidy. Rubbish bins should be swapped to on a needs basis to achieve this.

On-site caravans are permitted 1 (one) wheelie bin for their use.

Collection of rubbish, waste, liquid waste and animal excrement or the like is to be removed by the hirer. Any waste left on the grounds will be removed at the hirer's cost.

Dogs

Any dogs kept on the Royal Hobart Regatta Grounds are to be under control and accordingly suitably tethered. All dogs will be subject to the provisions of the Dog Control Act 2000.

NO DOGS SHALL BE PERMITTED IN ANY AREA THAT IS FREQUENTED BY THE PUBLIC DURING THE COURSE OF THE REGATTA. THESE AREAS INCLUDE FOOD VANS, TENTS AND STALLS.

Any dog causing a nuisance will be required to be removed from the area.

All dog faeces are to be collected and properly disposed of by the dogs owner. Both Royal Hobart Regatta Association staff and Hobart City Council Rangers will actively police this.

Bond Required On Ground Using Power Driven Equipment

Any entertainment involving the use of power driven machines including minibikes, go-karts or similar shall not be permitted to operate or be used upon any grassed part of the Royal Hobart Regatta Grounds unless a deposit of \$1,000, (one thousand dollars) is paid to the Royal Hobart Regatta Association, in favour of the Hobart City Council as security against any damage whatsoever to the ground surface. The full cost of the ground reinstatement will be charged to the Hirer whether greater or lesser than the deposit.

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Sale of Glowing Novelty Products

The RHRA reserves the right to sell any form of product which produces a luminescent glow (such as glow stick, glow ropes, or glow novelties). The sale of these products on the grounds of the Royal Hobart Regatta is strictly prohibited unless authorised, under licence, from the RHRA.

The number of licences to sell these products and the cost of a licence shall be determined the Royal Hobart Regatta Committee prior to the commencement of each Regatta.

The word "sell" in this section includes offering the items as prizes, exchanging or swapping the item for tokens or money, or giving away the items for free or any inducement to participate in any activity.

Incident Reporting

All hirers must notify the Grounds Supervisor immediately an incident occurs which has resulted in

- a) The injury, illness or death of any person or animal
- b) The damage, destruction or loss of property
- c) An incident which could have resulted in any of the above
- d) Any incident which they believe should be reported.

Hazard reporting

All hirers must report to the Grounds Supervisor as soon as reasonably practicable of any hazards that have been identified.

Evacuation Plan

Upon being notified of the need to evacuate the Royal Hobart Regatta Ground the hirer, their employees and any person under their direct control must obey the direction of the RHRA committee member/s and/or Police, Ambulance or Fire Brigade.

The nominated evacuation point is the grass area/car park to the south/west of the cenotaph. All persons are to move to that location calmly and await further instructions.

Occupational Health and Safety

All hirers, their employees and persons under their direct control are responsible to ensure that they comply with all Occupational Health and Safety legislation, regulations and Codes of Practice.

During the course of the Regatta, there will be periodic inspections carried out by suitably qualified persons.

There is a requirement that all Food Vans and tents satisfactorily complete a checklist available on the Royal Hobart Regatta Website or from the Grounds Supervisor. Guidance notes have been developed to assist in determining the level of compliance required to

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satisfactorily comply with this audit tool. Workplace Standards actively inspect Food Vans and tents for compliance.

All tents/marquees/blown up amusements rides are to comply with the requirements of the Hire and Rental Industry Association's Weighting Guide and/or Pegging Guide. Links to these sites are available of the Royal Hobart Regatta Associations Website or from the Grounds Supervisor.

Appropriate Personal Protective Equipment and suitable clothing must be provided and worn, and used as required, to control exposure to an identified hazard. During 'bump in' & 'bump out' operations, all persons on site must wear high visibility safety garments, safety footwear and appropriate PPE (ie ear protection, eye protection, hand and respiratory protection, where applicable).

Hazardous Materials

The RHRA is to be advised of all hazardous materials that are brought onto the Royal Hobart Regatta Grounds. A current MSDS is to be available for all hazardous materials under the control of a hirer.