

# RIVER TORRENS ACTIVITY LICENSE

**RIVER TORRENS ACTIVITY LICENSE** ("this License") made on the date specified in Item 1 of the Schedule

**BETWEEN:**

**THE CORPORATION OF THE CITY OF ADELAIDE**, a body corporate constituted under the Local Government Act 1999, as amended ("the Council")

**AND:**

**Name of Organisation** ("the Licensee") as specified in Item 2 of the Schedule

**WHEREAS:**

- A. The Council has the care, control and management of the length of the River Torrens ("the River") and the banks thereof described in Item 3 of the Schedule ("the Licensed Area").
- B. The Licensee desires to use the River for the purpose described in Item 4 of the Schedule ("the Permitted Use") and the Council has agreed to grant such License to the Licensee for the period described in Item 5 of the Schedule and on the days and between the hours described in Item 6 of the Schedule subject to the payment of the License fee ("the License Fee") stated in Item 9 of the Schedule and upon the terms and conditions hereinafter appearing.

**WHEREBY IT IS AGREED** as follows:-

**1. RECITALS**

The matters referred to in the recitals are true and correct in every material particular and shall form part of this License.

**2. INTERPRETATION**

In this License unless the context otherwise requires:-

- 2.1 "banks thereof" means that part of the Park Lands which lie adjacent to the River and whose care control and management is vested in the Council pursuant to Section 34(2) of the Local Government (Implementation) Act, 1999.
- 2.2 "Boat" means every raft, canoe, rowing boat, dinghy, power boat, launch, paddleboat and every other device or structure used or capable of being used to assist in the propelling of one or more persons on the surface of the River.
- 2.3 "Council" means the Corporation of the City of Adelaide and includes its employees officers servants agents contractors workmen and each of them.
- 2.4 "duration of this License" means the period of this License and includes any extension or renewal thereof.
- 2.5 "GST" has the meaning it does in section 195-1 of a New Tax System (Goods & Services Tax) Act 1999.
- 2.6 "Licensee" means the person or persons hereinbefore so described and if more than one jointly and severally.
- 2.7 "Park Lands" means the Adelaide Park Lands as delineated in the public maps and plans deposited in the Lands Titles Registration Office, the General Registry Office or the Surveyor-General's Office.

- 2.8 "Registration Number" means the identification number issued to each Boat the subject of this License under clause 8.10.
- 2.9 "River" means that part of the River Torrens within the City of Adelaide whose care control and management is vested in the Council pursuant to Section 34(2) of the Local Government (Implementation) Act, 1999.
- 2.10 Terms and expressions defined in the recitals to this License shall have the same meaning in this License.
- 2.11 Words importing any gender shall include all other genders; words importing natural persons shall include partnerships and Councils and vice versa; words importing the singular number shall include the plural and vice versa; headings are for convenience and shall not affect the interpretation of this License.

### **3. GRANT OF THE LICENSE**

The Council hereby grants to the Licensee the full liberty and License for the duration of this License to use the River for the Permitted Use together with all ancillary rights (in common with other persons authorised by the Council) of access thereto and egress there from subject to the terms and conditions of this License.

### **4. TERM OF THE LICENSE**

This License shall commence on the date specified in Item 7 of the Schedule and shall continue (subject to the further provisions of this License) until the date specified in Item 8 of the Schedule.

### **5. LICENSE FEE**

The Licensee shall pay to the Council the License Fee in the manner specified in Item 9 of the Schedule on demand and without deduction or abatement whatsoever.

### **6. RENEWAL**

Subject to any other conditions of this License the Council may agree in writing to extend the period of this License for a further period subject to:-

- (1) The Licensee not being in breach of any of the terms and conditions of this License.
- (2) The Licensee requesting the Council in writing to give the required extension not less than one (1) month before the expiry of its previous License. (This clause 6(2) may be waived at the discretion of the Council). Adelaide City Council will send the License Holder a License renewal notice a minimum of one month prior to the expiry of the License.
- (3) The Licensee accepting the new License Fee and any variations to the terms of this License as may be determined in the absolute discretion of the Council.

### **7. CONDITIONS OF USE OF THE RIVER**

#### **7.1 No Use Before License Completion**

No person shall use a Boat on any portion of the River pursuant to this License until a properly signed copy of this License and the Public Liability Insurance Certificate has been delivered to the Council's Chief Executive Officer and the License Fee has been paid.

## 7.2 **Subletting**

The Licensee shall not allow any other organisation or person to use its License to use its Boats upon the River without the approval in writing of the Council having been previously obtained. If approval for such use is granted by the Council, the Licensee is required to ensure that the conditions of this License are complied with, in full. It is the Licensee's responsibility to see that any sub-licensee approved by the Council pursuant to this sub clause complies with the terms and conditions of this License and maintains public liability insurance required under the terms hereof for the duration of the sub-License. This clause does not apply to any use of the Licensee's Boats by members of the public in accordance with the Permitted Use.

## 7.3 **No Improvements**

No fitting, fixture, jetty, landing stage or structure whatsoever shall be erected, fixed, altered or placed in the River or on the banks thereof unless and until the Licensee requiring the same shall have applied in writing to the Council and have been granted approval in writing by the Council to erect, fix, or place the same at a location to be specified in such approval.

## 7.4 **Approval of Specifications**

Every fitting, fixture, jetty, landing stage or structure erected by or on behalf of the Licensee pursuant to sub clause 7.3 and any maintenance thereto shall be of such material and in accordance with such plans as the Council shall from time to time approve and shall be constructed or erected to the satisfaction of the Council.

## 7.5 **Ownership of Improvements**

Every fitting, fixture, jetty, landing stage or structure so erected, fixed or placed in or upon the River or the banks thereof as aforesaid shall thereupon become the absolute property of the Council unless the Council otherwise agrees and shall not be removed from its location except with the approval in writing of the Council.

## 7.6 **No Use of Any Boat After Dark**

No Boat shall be used on the River between the hours of half an hour after sunset and half an hour before sunrise except with the approval in writing of the Council.

## 7.7 **Boats to be Secured When Not in Use**

When not in use Boats must be secured or rendered unusable in such a way as to prevent unauthorised use to the satisfaction of the Council.

7.8 Every Boat (other than canoes or racing shells and kayaks) shall state in a conspicuous manner the maximum number of people to be carried. It is the Licensee's responsibility to see that this maximum number is not exceeded.

## 7.9 **Certification of Fitness for Use**

7.9.1 Every Boat the subject of this License where required by any Act of Parliament must be inspected and certified pursuant to that Act of Parliament.

7.9.2 Every Commercial Boat the subject of this License which is not subject to Clause 7.9.1 hereof must be inspected and passed by a qualified marine surveyor as being structurally sound and fit for its purpose. It is the Licensee's responsibility to arrange for such inspection to take place and a certificate of inspection shall be provided to the Council on request.

## 7.10 **Maintenance**

Every fitting, fixture, jetty, landing stage or structure of any kind whatsoever so erected or placed in the River or on the banks thereof as aforesaid and every Boat shall be maintained in good and safe condition, by the Licensee and so often as the Council may determine, be painted, repaired, or otherwise kept in order and if required by the Council removed from the Licensed Area by the Licensee. In the event of the Licensee failing to carry out the work of painting, repairing or removal, that work may be done by the Council, and the cost of such work shall be recoverable as a debt from the Licensee and unless paid within seven days of notice in writing from the Council to the Licensee requiring payment, the Council may revoke this License without prejudice to any further right of action against the Licensee.

7.11 **Weekly Inspection**

Every fitting, fixture, jetty, landing stage or structure erected or placed in the River or on the banks thereof as aforesaid and every Boat used by the Licensee under the terms of this License shall be inspected by the Licensee for the purposes of maintenance and safety at such intervals as is necessary to satisfy the Licensee's Duty of Care, and in any event shall be undertaken at a duration of an annual nature.

**8. COVENANTS BY LICENSEE**

In consideration of the said rights and privileges the Licensee HEREBY COVENANTS with the Council as follows:-

8.1 **First Aid**

To provide appropriate first aid facilities within the Licensed Area or as reasonably required by the Council.

8.2 **No Posting of Bills**

Not to inscribe upon or affix any sign advertisement or notice on or to any Boat, fitting, fixture, jetty, landing stage or structure subject to this License except with the prior approval in writing of the Council and then only on the terms and conditions specified by the Council.

8.3 **Responsibility of Licensee**

Not to make any claim against the Council in respect of any injury, damage or loss which may be suffered or sustained by the Licensee its servants, agents, invitees or licensees arising from the granting of this License or the use of the Licensed Area, the River or the banks thereof, however caused and the Licensee agrees to be entirely responsible at all times for the safety of all persons using the Licensee's Boats and any improvements made by the Licensee under clause 7.3 hereof for the duration of this License.

8.4 **Public Liability Insurance**

To take out and maintain at its own expense with an insurance company approved by the Council a public liability insurance policy which must cover or be endorsed to cover "marine" risks to a minimum cover of Twenty Million Dollars (\$20,000,000.00) (or such other amount as may from time to time be determined by the Council) arising out of any one accident or happening or series of accidents or happenings occurring in connection with or consequent upon one event, and at any time upon demand by the Council to produce and show to the Council certificates of currency for such insurance. The Licensee shall deliver to the Council prior to the commencement of this License, a certificate completed by its insurer.

8.5 **To Observe Acts, Regulations and By-Laws**

To comply with the provisions of, to give all notices and obtain all approvals required by and cause its invitees and sub licensees (if any) to comply with to give all notices and obtain all approvals required by any Act of Parliament, ordinances, regulations or by-laws relating to the Permitted Use. PROVIDED THAT this covenant shall not require or permit the Licensee to make any alterations to any structures in or on any part of the Licensed Area, the River or the banks thereof existing before the commencement of this License.

Where requested by the Council the Licensee shall provide to the Council evidence of compliance with any such requirement as aforesaid.

8.6 **To Obey Directions**

To comply with and cause to be complied with all reasonable directions rules and regulations of or given by the Council from time to time regarding the River and the banks thereof or the Permitted Use concerning the Licensee's exercise of its rights pursuant to this License.

8.7 **To Remove Rubbish**

To collect and remove from the Licensed Area all litter and rubbish that may accumulate thereon arising from the Permitted Use.

**8.8 To Yield Up**

Upon the expiration or sooner determination of this License whether by revocation or otherwise all rights to use the Licensed Area, the River and the banks thereof for the Permitted Use shall cease and the Licensee shall peaceably and quietly vacate the Licensed Area and remove all Boats used by the Licensee and any other improvements not required to remain in the Licensed Area by virtue of clause 7.5 hereof on the basis that the Licensed Area used by the Licensee shall be restored to the same condition as it was at the commencement of the License, subject to the provisions of clause 7.5 hereof.

**8.9 Not to Assign**

Not to transfer or assign or sub-License the Licensee's rights under this License.

**8.10 Commercial Boats to Carry Registration Number**

To obtain from the Council a Registration Number for each Commercial Boat the use of which is permitted on the River under the terms of this License and to stamp, paint or carve on the hull of each Boat in a conspicuous manner such number and the Licensee shall maintain the legibility of such number for the duration of this License to the satisfaction of the Council.

**8.11 Licensee to Indemnify the Council**

To indemnify and to keep indemnified the Council from and against all claims demands writs summonses actions suits proceedings judgments orders decrees costs losses and expenses of any nature whatsoever which the Council may suffer sustain or incur in connection with or arising out of any loss damage injury disability or death to any person or animal or loss or damage to property or financial or economic loss in connection with contributed to or arising out of the grant of this License or the breach non-observance or non-performance by or of the Licensee of any of the terms and conditions herein contained.

**8.12 Special Conditions**

To observe and perform and cause to be observed and performed the special conditions (if any) contained in Appendix One to this License which conditions shall form part of this License and in the event of any inconsistency between the provisions of this License and the special conditions in this clause the said special conditions shall prevail.

**9. NATURE OF THE LICENSE**

The rights hereby granted shall rest in contract only and shall not create in or confer upon the Licensee any tenancy or any estate or interest in the Licensed Area, the River or the banks thereof or any part or parts thereof and the rights of the Licensee under this License shall be those of a licensee only. The rights hereby granted shall not confer upon the Licensee nor upon any person claiming through or under the Licensee any right of exclusive occupation of the Licensed Area, the River or the banks thereof and the Council may at any time and from time to time exercise all the rights of an owner with respect thereto which shall include but shall not be limited to the right to use possess and enjoy the whole or any part of the Licensed Area, the River or the banks thereof.

**10. REVOCATION OR TEMPORARY SUSPENSION OF LICENSE**

This License may be revoked at will within the absolute discretion of the Council. Upon revocation, all rights to use the Licensed Area, the River or the banks thereof shall cease and no compensation will be payable by the Council to the Licensee.

This License may be suspended for any period or periods within the absolute discretion of the Council. Reasons for such suspension will be given in writing to the Licensee. Upon suspension, all rights to use the Licensed Area, the River or the banks thereof shall cease and no compensation will be payable by the Council to the Licensee.

**11. SAFETY AND POLLUTION OF RIVER TORRENS**

The Licensee by signing this License accepts the fact that the River water may be polluted. It is the Licensee's responsibility to see that unruly members of the public do not use the Licensee's Boats, that Boats are not overloaded and that suitable safety procedures are in place and suitable safety equipment is available to all Boat users to the satisfaction of the Council and in compliance with any applicable special conditions in Appendix One hereof.

**12. GST**

In addition to the License Fee (and any other consideration payable under this License), the Licensee must pay the amount of GST (if applicable) specified in a tax invoice issued by the Council to the Licensee (without deduction or set-off or counterclaim by the Licensee). The amount of GST (if any) must be paid by the Licensee to the Council within fourteen (14) days of the Council issuing the tax invoice to the Licensee.

**13. COSTS**

The Licensee must pay all rates, taxes, charges, impositions, levies and License fees (if any) separately assessed on the Licensee in respect of or arising out of the granting of this License or the Permitted Use.

**14. NOTICES**

Any notice to be served by either party to the License must be served by sending it to the usual business address of the recipient by ordinary mail, facsimile, or personal delivery, and in the case of ordinary mail service shall be deemed to occur one day after the date of posting, and in all other cases deemed to occur on the same day.

**15. MAJOR EVENTS ON THE RIVER**

If the Licensee is approached by an individual/group/organisation to hold an event/regatta/activity etc. within the Club rooms and/or Licensed Area, they must be referred to Adelaide City Council's Event Management for approval.

Council may grant approval to hold any such event on terms and conditions determined by Council and after advising the Licensee. Should any event be approved to be held at a time or on days the Licensee usually uses the Licensed area, the Licensee can not claim any compensation for loss or interruption of the permitted use.

**IN WITNESS** whereof the parties have signed this License

Signed for and on behalf of )  
the Licensee )

.....  
Authorised Signatory (Print Title)

**WITNESS TO LICENSEE'S SIGNATURE:**

\_\_\_\_\_  
(sign name)

**WITNESS DETAILS:**

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Occupation: \_\_\_\_\_

Signed for and on behalf of the )  
CORPORATION OF THE CITY )  
OF ADELAIDE )

.....  
Mr Justin Lynch  
General Manager, City Services

.....  
(date)

## **RIVER TORRENS ACTIVITY LICENSE**

### **SCHEDULE**

- Item 1 Date of License
- Item 2 Licensee
- Item 3 Licensed Area
- Item 4 Permitted Use
- Item 5 Period of License
- Item 6 Details of Permitted Use  
(Days and Hours of operation)
- Item 7 Commencement Date of License
- Item 8 Date of Termination of License
- Item 9 License Fee  
(exclusive of GST)



## APPENDIX ONE

### SPECIAL CONDITIONS

#### 1. **Carrying Capacity/Passenger Limitations**

1.1 No owner of or any person in charge of or any person letting or making available for commercial hire any Boat on the River shall carry or permit, allow or suffer to be carried in upon or about any such Boat a greater number of persons than such Boat is licensed to carry.

1.2 No person having hired or using a Boat on the River shall carry or permit or allow to be carried in any such Boat a greater number of persons than such Boat is licensed to carry.

#### 2. **Safety Precautions**

##### 2.1 **Buoyancy Vests – Commercial Hire Craft**

2.1.1 The Licensee must ensure that appropriate quantities and types of buoyancy jackets are displayed and are available for use by patrons of the service. Instructions regarding use is to be provided to persons taking advantage of the availability of these buoyancy jackets. The Licensee must ensure that the occupants of canoes and kayaks wear buoyancy jackets at all times.

2.1.2 Notwithstanding the foregoing, the Licensee is required to ensure that all non swimmers under ten years of age MUST wear buoyancy jackets at all times.

##### 2.2 **Buoyancy Vests - Dragon Boats**

- All occupants of a Dragon Boat participating as a school team MUST wear a buoyancy vest at all times
- All adult occupants of a Dragon Boat MUST wear a buoyancy vest at all times

##### 2.3 **Emergency Rescue Craft for Commercial Hire Craft**

2.3.1 The Licensee is required to provide and maintain a suitable motorised rescue craft on the River during each period of operation of the hire craft for use in emergencies.

N.B.: This rescue craft MAY NOT be used for other than emergency purposes and misuse may affect the continuance and/or renewal of this License.

2.3.2 If, for any reason, this rescue craft is unavailable during any proposed period of hire craft operation, activities are to be suspended for the period of non availability of the rescue craft.

##### 2.4 **Emergency Services - Contact**

The Licensee is required to make appropriate provision for the contact of emergency services (fire, police, ambulance, etc.) in the event of a need arising.

N.B.: An appropriate radio or cellular telephone type link is acceptable.

## 2.5 **Emergency Services - Training and Procedures**

2.5.1 The Licensee is required to ensure that all persons employed in any commercial hire craft operation are adequately trained in first aid and resuscitation procedures.

2.5.2 The Licensee is required to install appropriate procedures to be followed in the event of an emergency. In this context, it is suggested that contact be made with the appropriate Emergency Service Authorities for the development of a procedures manual.

A copy of this manual is to be forwarded to the Chief Executive Officer of the Council for retention within one calendar month of the commencement of this License.

2.5.3 In addition, all persons employed in any commercial hire craft operation are required to be fluent in the procedures laid down for emergencies of any type.

### 2.5.4 **Safety Precautions - Sport Rowing Craft**

The Licensee is required to install appropriate procedures to be followed in the event of an emergency and to ensure that all persons engaged in the sport rowing activity are aware and practiced in these procedures.

A copy of this manual is to be forwarded to the Chief Executive Officer of the Council for retention within one calendar month of the institution of this License.

## 3. **Compliance with South Australian Racing Association Rules**

3.1. Licensees who are rowing clubs must comply with and cause to be complied with the rules and regulations of the South Australian Rowing Association with regard to any and all activities conducted on the River.

## 4. **Compliance with requirements of Harbors & Navigation Act 1993 and Regulations**

4.1 The Licensee has an obligation to ensure that a person operating a motorised vessel must hold, or be exempt from holding, a Certificate of Competency issued under the provisions of the Harbors & Navigation Act. In addition, any motorised vessel operating on the River must be registered in accordance with provisions of the Harbors & Navigation Act.

4.2 A commercial vessel that carries passengers is to meet the requirements, unless otherwise exempt, in relation to Certificates of Competency, Crewing Determination and Certificate of Survey as issued by the Chief Executive Officer of the Department of Transport and Urban Planning under the provisions of the Harbors & Navigation Act.

### 4.3 **Popeye**

The License Holder of the Popeye is required to carry appropriate first aid facilities on board each of the Popeye vessels in operation.

## 5. SPHERE OF OPERATIONS

### 5.1 The Licensed Area

5.1.1 Paddle boat type craft licensed under this document may only operate within the area of the River Torrens bounded by:- **Weir to University Footbridge**

---

5.1.2 Dragon Boat type craft licensed under this document may only operate within the area of the River Torrens bounded by:- **Weir to King William Street Bridge**

---

5.1.3 Popeye Launch type craft licensed under this document may only operate within the area of the River Torrens bounded by:- **Weir to Frome Road Bridge**

---

5.1.4 Sport Rowing type craft licensed under this document may only operate within the area of the River Torrens bounded by:- **Weir to Frome Road Bridge**

---

5.1.5 Model Powerboat type craft licensed under this document may only operate within the area of the River Torrens bounded by:- **King William Street Bridge to Weir**

---

### 6.0 Parking on the Park Lands

Parking on the Park Lands is prohibited unless written permission is received from Council. The approval of the Park Lands Vehicle Permits is at the total discretion of Council.

### 6.1 Unloading / Loading of Boats & Vehicles

Unloading / Loading of Vehicles & Boats may occur on the Park Lands so long as:

- The vehicle remains for no longer than ½ hour;
- A person is **always** with the vehicle;
- The vehicle is obviously in the process of loading/unloading

Vehicles must be removed from the Park Lands after loading/unloading