

ANGLER'S REST BOAT HIRE PTY LTD

Hire Drive Lic. No. HD0111 A.B.N. 63 159 269 619
113 Adelaide St Greenwell Point NSW 2540

Terms and Conditions

1. INTERPRETATION

For the purpose of this Agreement, unless the contrary intention appears:

1.1 "Hire Boat" includes runabouts, leisure vessels and kayaks described in the agreement and any replacement or substitute vessel of them.

2. REPRESENTATIONS AND WARRANTIES

2.1 The Hirer acknowledges that no representation, warranty, condition or description, either express or implied, is or has been made or given by the Owner as to the quality, fitness, safety or otherwise of the boat and that all warranties and conditions whether express or implied are excluded except such conditions and warranties as are implied into this Agreement by the *Australian Consumer Law 2011*, or any applicable law.

2.2 The Hirer agrees to return the Hire Boat to the Owner in the same condition as was hired except for fair wear and tear.

3. BOOKING FEE

If the Hirer accepts this order then the Hirer agrees:

3.1 to pay a booking fee in relation to early morning hire of Hire Boats

3.2 if, after acceptance of this order, the Hirer fails to arrive on time for the hire or give 24 or more hours notice cancelling this order any deposit paid by the Hirer will be forfeited unless the Owner re-hires the Hire Boat for the entire period of hire.

3.3 to pay the balance payable prior to start of the hire period.

4. SECURITY BOND

If the Hirer accepts this order then the Hirer agrees:

4.1 to pay a security bond of \$50 covering expenses and insurance costs prior to the hire of Hire Boat payable by cash, credit card or Eftpos. The security bond is refunded in part or whole depending on the condition and timely return of the Hire Boat to the Owner.

5. DRIVERS' QUALIFICATIONS

The Hirer warrants that no person will control or steer the boat unless the person:

5.1 is over the age of 18 years (only required with regards to the hiring of powered vessels)

5.2 is not under the influence of any drugs or intoxicating liquor, and does not have a blood alcohol level exceeding the limits allowed by the relevant law.

5.3 The Hirer and any co-driver will be held personally responsible for breaching this condition.

6. OBSERVATION OF LAWS AND STATUTES

6.1 In the Hirer's possession, use and operations of the Hire Boat, the Hirer must at all times observe and comply with the laws of the State of New South Wales and the Commonwealth of Australia (including all Acts and Regulations administered by NSW Roads and Maritime Services and Australian Maritime Safety Authority) and must indemnify the Owner against all actions, suits, claims or demands arising from the use of the Hire Boat.

7. RISK WARNING ABOUT RECREATIONAL ACTIVITIES

7.1 Within the meaning of the Civil Liability Act 2002, the Owner warns the Hirer and other persons who engage in any recreational activity including the use and operation of this Hire Boat, including for the purposes of swimming and such like activities that pursuit of such activities may result in harm or personal injury. All persons who engage in a recreational activity do so at their own risk.

7.2 The Hirer accepts those risks and agrees to indemnify the Owner of the Hire Boat for any losses suffered by the Hirer, and passengers or third parties as a result of the materialisation of those risks and dangers.

7.3 The Hirer also undertakes to advise all passengers of the risks and dangers associated with the use and operation of the Hire Boat prior to boarding. The Hirer acknowledges and understands all safety material and briefings that have been presented by the Owner.

7.4 The Hirer must indemnify the Owner against:

7.4.1. all damage to or loss of the Hire Boat howsoever arising to the extent to which the damage or loss is not recoverable under any policy of insurance or on account of any act or omission or breach of this agreement by the Hirer or any act or omission of a person operating or using the Hire Boat except to the extent caused or contributed by the Owner ; and

7.4.2 injury to or death of any person and damage to any property and all claims, damages, losses and expenses howsoever arising from or incidental to the possession, use or operation of the Hire Boat except to the extent caused or contributed by the Owner.

8. USE OF THE HIRE BOAT

8.1 The Hirer agrees not to allow more than 6 persons at a time to travel in the runabouts, 1 person at a time to travel in the single kayaks and 2 persons at a time to travel in the double kayaks.

8.2 The Hirer agrees not to allow any persons to travel in the runabouts or kayaks whilst under the influence of any drugs or intoxicating liquor, and not have a blood alcohol level exceeding the limits allowed by the relevant law. Smoking is not allowed on board vessels.

8.3 The runabout and kayaks are only allowed in the river system during daylight hours from Sunrise to Sunset.

8.4 Hire Boats are not permitted to cross coastal bars or used in swollen creeks or flooded water.

8.5 The Hirer must return to shore in poor weather, or when poor weather conditions are imminent.

8.6 The Hirer must maintain a proper lookout for danger at all times.

8.7 The driver of a powered vessel must alter course to the right of an oncoming vessel and give way to vessels approaching from the right.

8.8 Children must be supervised at all times.

8.9 Bow-riding is not permitted and no swimming allowed while the engine is running.

8.10 Suitable lifejackets are provided for all passengers. Lifejackets must be worn at all times when boating alone, by children under 12 years of age or when kayaking.

8.11 The Hirer must not use the Hire Boat for conveying any load in excess of that for which it was constructed.

8.12 The Hirer agrees at all times to use the Hire Boat in a proper manner and not to alter or tamper with any accessories, fittings or identification marks attached to it.

8.13 The Hirer must not cause or permit any repairs or alterations to be made to the Hire Boat without the prior written authority of the Owner.

8.14 The Hirer must pay penalty notices if issued by any authority, occurring during the hire period

8.15 The Hire Boat remains the property of the Owner and the Hirer is not permitted to lend or sub-lease the Hire Boat or any equipment supplied by the Owner to any other persons. The Hirer shall also not attempt to sell or otherwise dispose of the Hire Boat.

8.16 In the event of any accident or damage involving the Hire Boat, the Hirer must notify the Owner as soon as practicable.

9. RETURN OF THE HIRE BOAT

9.1 The Hirer must return the Hire Boat to the Owner or at such other place (if any) as the Owner may nominate at or before the finish of hire.

9.2 The Owner may, without prior notice, determine this Agreement ended and take possession of the boat if the Hirer:

9.2.1 commits any breach of the provisions of this Agreement or

9.2.2 causes or permits to be done any act or thing which the Owner considers likely to endanger the condition or safety of the Hire Boat or to prejudice its return to the Owner at the hire finish time.

9.3 Should the Hire Boat not be returned within the agreed time and the Hirer is unable to be made contact with, it will be deemed the Hirer to have lost / stolen the vessel and the Owner will take steps to regain possession, including police action. Additional costs will apply for late return if not prearranged.

10. PAYMENT AND RETURN OF SECURITY BOND

10.1 The balance of the security bond shall be refunded to the Hirer upon return of the Hire Boat to the Owner of the Hire Boat in the same condition as it was released.

10.2 The Owner is entitled to retain any amount to cover extended hire, loss, retrieval, cleaning or repairs.

10.3 The Hirer's liability to the Owner in respect of any breach of this Agreement is not restricted to the amount of the security bond.

11. ACCESS TO BOAT

11.1 The Owner shall have access to the Hire Boat at all reasonable times to inspect and repair the boat