



GK Jones Pty Ltd ATF The Garmah Jones
Family Trust T/as
Mindarie Boat Sales and Services
Mindarie Boat Hire
PO Box 25, Quinns Rocks, 6030
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info@mindarieboatsales.com.au

Terms and Conditions of Boat Hire

Effective 20 October 2015

BOAT OPERATOR

1. You agree and acknowledge that:

- (a) You will accept full responsibility for the safety of passengers and the care of the vessel. Any actions of the passengers will be the responsibility of the hirer.
- (b) Only you or an approved authorized boat operator will operate the Vessel; and
- (c) You and any authorized boat operator will hold a current Recreational Skippers Ticket to do so.
- (d) You will not exceed 20knts whilst operating Vessel.
- (e) You must not allow a person under the age of 14 years to operate the Vessel.
- (f) Any person under the age of 18 years will be accompanied at all times by an adult also the holder of a Recreational Skippers Ticket.
- (g) You and any authorized boat operator will have suitable boating experience.
- (h) Safety rules and regulations will be observed at all times.

WHERE YOU CAN AND CANNOT OPERATE THE VESSEL

2. You and any authorized operator must only operate the Vessel:

- (a) Within the area described in the 'Limit of Partially Smooth Waters' as described in the attached maps.
- (b) Speed limits within marinas and harbours must be observed.
- (c) The Vessel is not to be operated when damaged or unsafe to do so.
- (d) Not use the Vessel after an accident or hitting an object until you have obtained approval from Mindarie Boat Hire representatives to do so.
- (e) The Vessel must not be used to carry any dangerous or flammable goods.
- (f) You must not use the Vessel in contravention of any law.
- (g) Smoking is not permitted in the Vessel at anytime.
- (h) You must not operate the Vessel in adverse conditions where the wave height exceeds 2.0 metres; or
- (i) The wind speed exceeds 20 knots per hour.
- (j) The vessel can only be operated in daylight hours between sunrise and 4pm unless otherwise arranged.

2.1 You must pay for any unauthorised repairs to the Vessel and for all infringements and fines in respect of the Vessel during the period of hire.

RETURN FROM HIRE

3. You must return the Vessel to Mindarie Marina or other nominated place of hire, on the date and by the time shown on the Rental agreement unless otherwise arranged.
- (a) If you are unable to return the Vessel to the place of hire you must notify Mindarie Boat Hire immediately.
 - (b) You must pay Mindarie Boat Hire the rental charges due including additional late rental charges of \$50 per hour if not pre-arranged.
 - (c) The Vessel will be provided with a full tank of fuel and the cost to refuel to a full tank at the end of the hire period will be deducted from your bond (or otherwise paid for).
 - (d) If the vessel is being towed and delivered then you are required to refuel the vessel to a full tank and provide a receipt.
 - (e) You agree to return the vessel in the same condition as it was hired. Rubbish will be removed and the vessel will be cleaned.

BOND & DAMAGE COVER

4.1 The Hirer acknowledges that he/she hires this vessel and operates it at his/her own risk. Any usage or activity undertaken whilst hiring this vessel including scuba diving, fishing, water-skiing or towing of persons inter alia is done so by that person at their own risk.

4.2 Subject to this clause 4, You are liable:

- (a) for the loss of, and all damage to, the Vessel; and
- (b) for the loss of, and all damage to the property of any person:
 - 1) which is caused or contributed to by you or any person you allow to operate the Vessel; or
 - 2) which arises from the use of the Vessel by you or any person you allow to drive the Vessel.
- (c) The hirer agrees to pay a bond of \$1,500 to Mindarie Boat Hire. The bond will be used towards any recovery of any loss or damage to the vessel or trailer. In the event that the bond does not cover all costs, then the hirer agrees to pay Mindarie Boat Hire the difference. In the event that the Insurance covers any repairs, loss or damage, then the bond will be retained to pay for the insurance excess.
- (d) If the vessel is not able to be hired following an incident caused by you, then loss of income from other pre-made bookings may be recovered from you.
- (e) The bond will be returned to the hirer following the satisfactory inspection of the vessel.

DEPOSIT

5.1 A Deposit is required to be paid to Mindarie Boat Hire to secure a booking:

- (a) A deposit of \$200 per day is to be paid on booking a vessel;
- (b) Cash, direct transfer or credit card may be used.

CANCELLATION POLICY

6.1 Notice must be given to Mindarie Boat Hire if you wish to cancel your hire booking.

- (a) Your deposit will be retained as a credit and transferred to your next booking unless 3 days notice is given.
- (b) If notice of more than 3 days is given then we will provide a refund if requested.
- (c) If your hire is cancelled on the day of hire due to adverse weather conditions then your deposit will be transferred to your next booking.

PAYMENTS

7.1 Payment may be made by the following methods:

- (a) Cash;
- (b) Direct bank transfer - cleared funds prior to day of hire;
- (c) Credit card.

FEES

8.1 Fees for the hire of this boat are as follows:

- (a) \$440 per day from sunrise to 4:00pm.
- (b) \$50 per hour or part thereof for late return.
- (c) Price negotiable for delivery of boat to a boat ramp on North side of Swan River or other than Mindarie Marina, Ocean Reef Marina, Hillarys Marina. No delivery to South of River. (pick up can be arranged).
- (d) Fuel used to be paid for.

DEFINITIONS

For the purpose of this agreement, and unless stated otherwise,

- a) "The Company" shall mean Mindarie Boat Hire, any related corporations of it providing goods or services to the Hirer and any person acting with due authority of the Company.
- b) "Bond" means the amount held by the Company to secure the obligations of the Hirer.
- c) "You" shall mean the person or persons named in the documentation for this agreement as the Hire.
- d) "Approved authorized boat operator" means any other person named on the agreement, the holder of a Recreational Skippers Ticket and approved by the Company.
- e) "Fee" shall mean the cost of the rental as agreed between the Company and the Hirer subject to the other terms of this agreement.
- f) "Deposit" means the amount paid at the time of booking.
- g) "Services" shall mean all Services supplied by the Company to the Hirer.
- h) A reference to a Boat includes: -
 - a. the Vessel;
 - b. the trailer if towed;
 - c. the motor;
 - d. safety equipment and all gear supplied on vessel;
 - e. electrical equipment e.g. sounder, VHF.
- i) No rule of construction applies to the disadvantage of the party preparing the document on the basis that it put forward this document or any part of it.
- j) Time is of the essence except where specific provision is made or the contrary intention appears.
- k) The singular includes the plural and vice versa and words importing a gender includes other genders.
- l) Other grammatical forms of defined words and expressions have corresponding meanings.
- m) An agreement, covenant, representation, warranty or indemnity in favour of two or more persons is for the benefit of them jointly and severally.
- n) An agreement, covenant, representation, warranty or indemnity made by two or more persons is made by them jointly and severally.
- o) Headings are for ease of reference only and do not affect the construction of this agreement.
- p) The terms appearing on the company's document entitled "Boat Hire Agreement" apply and supersede the terms herein to the extent of any inconsistency.
- q) Where the context admits, the provisions of this document extend beyond any termination.