



Location
Taplin Park Boat Ramp,
Bayswater St,
Drummoyne 2047

Tel: 02 8765 1222
Mobile: 0425835924
www.sydneyboathire.com.au

HIRE AGREEMENT

HIRER DETAILS

Hirer Surname:..... Given Name(s):.....

Mobile:..... Email.....

Address:.....

.....

Drivers/ Boat Licence No..... Expiry Date:

Vessel. ID.....(*Licenced for Max.....Persons)

HIRE FEES

Hire Cost

Other Costs.....

All rates (excluding bond) include GST

Bond \$
(refundable after hire date as long as no
damage to boat)

TOTAL \$
(including Bond)

HIRE PAYMENTS & BOND

CASH DIRECT DEBIT CREDIT CARD

Cardholders Signature:.....

Cardholders Name:.....

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Credit Card Number

Expiry Date

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 CVC

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ATTENTION HIRERS

I UNDERSTAND THAT

- * A cleaning fee of \$50.00 will be charged on all vessels that are returned in an unclean condition
- * Charges of \$35 per half hour will apply to pontoons that depart or are returned after the stated time.

DEPART.....AM/PM Date:/...../..... RETURN.....AM/PM Date:/...../.....

PASSENGERS DECLARED BY HIRER (.....)

I have read, acknowledged, understand and agree to be bound by the limits, restrictions, terms and conditions of this hire agreement. The hirer is responsible for all occupants complying with all conditions. If I have presented my credit card for payment, all amounts payable under this agreement, as well as damage repairs and water violations (if applicable) may be billed to the credit card

Hirer's Signature



Tel: 02 8765 1222
Mobile: 0425 835 924
www.sydneyboathire.com.au

HIRE AGREEMENT... continued

ADDITIONAL DRIVERS

Driver 2: Surname:..... Given Name:.....

Mobile:..... Email.....

Address:

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Drivers/ Boat Licence No.....Expiry Date:

Driver 3: Surname:..... Given Name:.....

Mobile:..... Email.....

Address:

.....

Drivers/ Boat Licence No.....Expiry Date:

Driver 4: Surname:..... Given Name:.....

Mobile:..... Email.....

Address:

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Drivers/ Boat Licence No.....Expiry Date:

TERMS and CONDITIONS

1. (A) Vessels only to operated between sunrise and sunset
 - (B) Vessels only to be operated in areas specified in the operations manual (Meadowbanks to Georges Head)
 - (C) Vessels must be controlled at all times by the holder of a current, valid boat license or as the listed driver for vessels that do not require a license. All other state marine licensing rules apply.
 - (D) The hirer is the holder of a current motor drivers license
2. The hirer will: -
- A) Pay all charges as set out overleaf together with all other charges, which may be levied or made pursuant to the conditions hereof.
 - B) Not drive the vessel whilst under the influence of liquor or drugs, or with a blood alcohol content in excess of any statutory limit. Permissible concentration of alcohol for drivers of recreational vessels is less than 0.05. Random breath testing can be conducted on drivers, penalties range from \$1100 for a first offence in the low range to \$5,500 and up to 2 years imprisonment.
 - C) The hirer will NOT allow any other person to control the vessel unless listed on the booking form & is responsible for all occupants and their actions.
 - D) Report any accident to the nearest police station and the owner forthwith.
 - E) Not have the vessel repaired except with the express permission and consent of the owner and the owner shall be at liberty to direct any particular person to make such repairs or to do such repairs provided that the owner shall not incur any liability in respect of such repairing.
 - F) Not operate the vessel outside the designated areas.
3. (A) Accidental damage insurance only covers the loss and damage to the vessel during the period of hire and does not cover the loss or damage: -
- i) To personal items
 - ii) Due to negligence or criminal action by the hirer;
 - iii) Resulting from overloading, speeding, overheating, seizure or misuse of the vessel
 - iv) When the vessel is overdue for return;
 - v) Arising from more than one accident or event
 - vi) If at any time the driver of the vessel is not the authorised person under this hire contract
- (B) Accident damage does not cover the first \$1,000 of damage, which will be the hirer's responsibility. A security bond will be required prior to departure. The bond will be refunded so long as no damage occurred to the boat during the hire period. Where damages occur charges of up to \$1000 may be debited from the credit card provided, where damages are covered by insurance.
- (C) The hirer agrees to pay the owner the cost of repair; replacement of any loss or damage howsoever caused which is not covered by insurance due to any breach by the hirer or any other cause whatsoever.

TERMS and CONDITIONS ... Continued

3. (D) The owner shall not be responsible for any fines incurred or any breaches of marine regulations in respect to the vessel whilst under control or custody of the hirer or during the continuance of the term of the hire.
- (E) The hirer acknowledges and accepts that the use and operation of the vessel, included for the purposes of water skiing, swimming, towing a tube and other such like activities, is subject to inherent risks and dangers. The Hirer accepts those risks and agrees to indemnify the Owner of the vessel, Sydney Boat Hire for any losses suffered by the Hirer, any passengers or any third parties as a result of the materialisation of those risks and dangers, The Hirer also undertakes to advise all passengers of the risks and dangers associated with the use and operation of the vessel prior to boarding. The hirer acknowledges and understands all safety material and briefings that have been presented.
4. The owner hereby expressly negates all warranties conditions or representations expressed or implied in respect of the fitness, quality or state of repair of the vessel hired and is under no liability in this respect whether for negligence or otherwise.
5. Should the hired vessel not be returned within the time stipulated then a charge equivalent to a single day hire, or part thereof shall be charged until the vessel is returned. If the hirer is unable to be made contact with, it will be deemed the hirer to have lost/ stolen the vessel and Sydney Boat Hire will take steps to regain possession, including police action.
6. In the event of the vessel breaking down, the onset of poor weather conditions the hirer shall notify the owner to arrange the immediate return of the vessel. The period of the hire shall be determined upon the return of the vessel. In no event shall the owner be responsible for any costs / loss incurred by the hirer.
7. If poor weather conditions are present before the hire proceeds a transfer in reservation will be granted, however we do not grant such a transfer for rain alone.
8. A cancelled/ Postponed hire will incur a \$200 cancellation fee. Cancellations or postponed bookings will only be accepted 72 hours prior to hire date. Cancellations/ postponed bookings within 72 hours of the booking date will incur a charge for the full hire fee.
9. A cleaning fee will be charged if the vessel is returned uncleaned / dirty
10. No condition or provision of this agreement shall be deemed waived or excluded unless it is expressly stipulated to be so waived or excluded in writing by the owner.

TERMS and CONDITIONS ... Continued

SPECIAL CONDITIONS IMPOSED IN RELATION TO NSW HIRE & DRIVE REGULATIONS

- A) No person under the age of 21 years may hire a vessel
- B) Vessels to be operated between sunrise and sunset only
- C) The following safety conditions apply at all times that the vessel is in use;
 - (a) A life jacket of Australian standards association must be available for each person on board the vessel. Suitable PDFs (lifejackets) are provided for all passengers i.e adult, juvenile, child. (recommended for children under 12 years at all times).
 - (b) An adequate and approved extinguisher must be on board when vessel is in use.
 - (c) An anchor and sufficient line, bucket with lanyard, flares, torch, secondary sounding device is to be carried on board at all times
- D) The vessel is to be used and navigated so as to comply with the requirements of the NSW Maritime
- E) The hirer has been given clear and concise instructions on:
 - (a) Correct and safe handling and navigation of the vessel
 - (b) Correct and safe operation of machinery & fuel system
 - (c) Stowage and use of life-saving appliances
 - (d) Location and use of the fire extinguisher
 - (e) Limits of operation
- F) The hirer when signing this document acknowledges he/she has read the above conditions and is conversant with the terms thereof and fully understands the effect on them.