



Narrabeen Boat Hire

☎ 0427 799 373

✉ info@narrabeenboathire.com.au

🌐 narrabeenboathire.com.au

📍 1a Lake Park Rd

Lake Park Reserve Boat Ramp
Narrabeen NSW 2101

Terms and Conditions

DEFINITIONS

Designated Person means such person nominated by the Owner as their agent

Owner means the Directors' of Narrabeen Boat Hire Pty Ltd

Hirer means the person who is named and listed in the Rental Agreement as the Hirer

Person/s means all persons named and listed in the Rental Agreement as the Participants

Vessel means all powered boats, kayaks and stand up paddle boards

TERMS

1. Vessels **must**:
 - (a) **only** be operated between sunrise and sunset and within the agreed booking period;
 - (b) **only** be operated in areas specified in the operations manual, which the Hirer acknowledges that they have read and understood; and
2. The Hirer is the holder of a current Driver License.
3. The Hirer is the holder of a current Boat Licence, if they are aged between 16-18years of age (only for Boat Hire).
4. The Hirer is the holder of a Proof of Age card, if they are aged between 12-16years of age (only for Kayak/SUP Hire).
5. The Hirer is responsible for the supervision and safety of all persons, especially minors under 12years of age.

The following **CONDITIONS** apply at all times that the vessel is in use:

a) The Hirer must ensure that: -

- (i) all persons on board the vessel under 12years of age **must** be fitted prior to the vessel departing, with a life jacket which must comply with the Australian Standards and whilst in occupation of the vessel during the hire period, be wearing their life jacket at **ALL TIMES**.
- (ii) all persons on board the vessel over 12years of age who are unable to swim and/or not confident swimmers, **must** inform the Designated Person who will ensure they are fitted prior to the vessel departing, with a life jacket which must comply with the Australian Standards and whilst in occupation of the vessel during the hire period, be wearing their life jacket at **ALL TIMES**.
- (iii) prior to departing that the vessel is fitted with (only for Boat Hire): -
 - a) A fire blanket which complies with the Australian Standards;
 - b) An anchor;
 - c) Sufficient line;
 - d) Bucket with lanyard;
 - e) Torch; and
 - f) Secondary sounding device



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Should the vessel not have the items on board as listed, then the Hirer must not depart and must bring

this to the immediate attention of the Designated Person;

- (iv) they have been provided with clear and concise instructions, by the Designated Person on their behalf in respect of:-
 - a) Safety Management Systems;
 - b) Operating Procedures; and
 - c) Safety Handbook
- (v) they have been provided with clear and concise instructions by the Designated Person on the Owners behalf, with regard to the Safety and Operations Briefing.

b) The Hirer agrees and acknowledges that: -

- (i) they will pay all charges and expenses together with all other charges, which may be levied or made pursuant to the conditions hereof;
- (ii) they will not drive the vessel whilst under the influence of liquor or drugs, or with a blood alcohol content in excess of any statutory limit;
- (iii) they are aware that the permissible concentration of alcohol for drivers of recreational vessels is less than 0.05. Random breath testing can and may be conducted on drivers of the vessel and penalties may apply for which the Hirer will be solely responsible for;
- (iv) they will NOT allow any other person to take control and / or possession of the vessel, unless such person is listed on the rental agreement, whilst it is in the control and possession of the Hirer and or such other person listed on the rental agreement except for, and only in the circumstances of a medical emergency where the Hirer is unable to take control to return possession of the vessel to the Owner;
- (v) they and / or such other person as listed on the rental agreement agrees and acknowledges that they are responsible for all persons on board the vessel and their actions;
- (vi) they must report any accident to the Police and the Designated Person immediately and without delay;
- (vii) they will not operate the vessel outside the designated area or areas advised by the operator on the day of the hire.

c) The Hirer agrees and acknowledges that they will indemnify and will continue to indemnify the Owner and will hold harmless the Owner in respect of: -

- (i) all loss and damage to personal items of the Hirer and / or such other person as may occupy the vessel during the period it is hired by the Hirer;
- (ii) all and any injuries which the Hirer and / or such other person as may occupy the vessel during the period it is hired by the Hirer, may sustain, including all and any medical costs and expenses associated with such injuries;
- (iii) all loss and damage sustained by the Owner due to the acts, including criminal acts of the Hirer and / or such other person who may be in occupation of the vessel during the period it is hired by the Hirer;
- (iv) all loss and damage sustained by the Owner resulting from and including but not limited to overloading, speeding, overheating, seizure or misuse of the vessel;



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- (v) of all loss and damage sustained by the Hirer in circumstances where the vessel is not returned by the Hirer and / or such other person who may be in occupation of the vessel during the period it is hired by the Hirer, within the agreed time;
- (vi) all loss and damage sustained from any incident, whether accidental or otherwise, whilst the vessel is in the possession and / or control of the Hirer or such other person who may be in occupation of the vessel during the period it is hired by the Hirer;
- (vii) all loss and damage arising in circumstances where the driver of the vessel is not the person nominated as the Hirer in the rental agreement;
- (viii) any excess that may be charged by the insurance company, in the circumstances where an insurance claim is made by the Owner in respect of such loss and / or damage and in the circumstances that such loss and / or damage is sustained to the vessel whilst in the control and / or possession of the Hirer or such other person in occupation of the vessel during the period it is hired by the Hirer.

d) The Hirer expressly agrees and acknowledges that: -

- (i) the sum of up to \$500.00 (insurance excess) will be charged to the Hirer within 24 hours if there is loss or damage sustained to the vessel and/or equipment whilst in the control and / or possession of the Hirer or such other person;
- (ii) it authorises the Owner to obtain from the Hirer's credit card details stored on file such amount which will cover any loss and / or damage sustained to the vessel whilst in the control and possession of the Hirer or such other person;
- (ii) It will indemnify and keep indemnified the Owner in respect of all costs associated with the repair and / or replacement of the vessel in regard to all loss and damage sustained to the vessel whilst it was in the possession and control of the Hirer or such other person;
- (iii) will be liable for all fines and /or breaches of marine regulations as may be issued whilst the vessel is in the possession and / or control of the Hirer or such other person and will indemnify and keep indemnified the Owner in relation to the payment of all fines and / or breaches of marine regulations;
- (iv) the vessel may not be utilised for such activities as water skiing, bow riding or the towing of a tube, such activities are prohibited and will lead to the immediate termination of this agreement;
- (v) will indemnify and keep indemnified the Owner for all and any loss and damage caused by the Hirer and or such other person in occupation of the vessel during the hire period, as a result of the materialisation of those risks and damages whilst the vessel was and / or is in the control and possession of the Hirer or such other person;
- (vi) they undertake to advise all passengers of the risks and dangers associated with the use and operation of the vessel prior to boarding;
- (vii) all safety material documents have been provided to the Hirer and a safety and operations briefing has been conducted. Further the Hirer agrees and acknowledges that they have understood all information that has been presented by the Designated Person on behalf of the Owner;
- (viii) the Owner does not provide and will not provide any warranties and conditions in respect of the vessel being fit for purpose and the Hirer must determine if such vessel is fit for purpose;
- (ix) the Owner has not made any representations whether express or implied in respect of the fitness, quality and / or state of repair of the vessel, in the circumstances where it is alleged that representations have been made, then the Hirer agrees and acknowledges that



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it cannot rely upon such representations whether express or implied and the Owner will not be held liable for any loss or damage sustained by the Hirer and / or such other person;

- (x) 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;
- (xi) if the vessel is not returned by the nominated time and the Designated Person cannot contact the Hirer, the Designated Person will take all such action as deemed necessary by the Owner, at the expense of the Hirer to locate and retrieve the vessel including making a report to NSW Police.
- (xii) in the event of the vessel breaking down or the onset of poor weather conditions, the Hirer shall notify the Designated Person immediately, and the Hirer will make all necessary arrangements with the Designated Person to arrange the immediate return of the vessel. The period of the hire shall be determined upon the return of the vessel;
- (xiii) The Owner will not be held liable for any loss and / or damage in relation to any adverse circumstances which are beyond the control of the Owner and where the Hirer is required to return the vessel prior to the agreed period;
- (xiv) If poor weather conditions are present before the hire proceeds a credit will be granted in the following circumstances: -
 - (i) Winds exceeding 40km/hr
 - (ii) Rain exceeding 10mm
 - (iii) Fog
- (xv) in the event that the Hirer cancels or postpones their hire a fee will be charged as follows: -
 - (i) within 24hours of the hire date will, a cancellation fee of 100% of the hire fee will be charged.
- (xvi) a cleaning fee of \$100 will be charged if the vessel is returned uncleaned / dirty.
- (xvii) they will arrive at the specific location no less than 20 minutes prior to the commencement of their hire period for the purpose of undertaking a safety and operations briefing. In the circumstances where the Hirer does not attend 20 minutes prior to the commencement of their hire period to undertake the Safety and Operations Briefing, then the Hirer accepts and acknowledges that, the hire period will not be extended to allow for additional time for the briefing, rather it will take place during the hire period. The Hirer accepts and acknowledges that this may reduce the hire period;
- (xviii) The Hirer is not permitted to operate the vessel without undergoing a Safety and Operations briefing;
- (xix) In the event of "no show", no refund will be granted;
- (xx) No additional time will be granted for late departures due to late arrival of the Hirer.

The Hirer agrees and acknowledges that they have read the Terms and Conditions as they appear herein and that they are conversant with the terms thereof and fully understands the effect on them.