

1770 Beach Accommodation Boat Hire

Hire Conditions

The vessel must be controlled at all times by the holder of a current, valid boat license. All other state marine licensing rules apply. 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.

Operating the vessel is only permitted in day light hours from Sunrise to Sunset.

The 4.1 metre Polycraft with 2D and 1F Survey can only be operated in smooth or partially smooth water. There is no partially smooth water in Round Hill Creek—REFER TO MAP FOR SMOOTH WATER AREA IN ROUND HILL CREEK.

Smooth waters — Seventeen Seventy

The waters bounded by an imaginary line drawn:

- from the north-east point of Eurimbula National Park at latitude 24° 10.332' south, longitude 151° 52.192' east
- to Monument Point at latitude 24° 9.60' south, longitude 151° 52.96' east.

This Boat operates under The Marine Parks Permit **QC11/027**

Suitable PFD, (lifejackets) for all passengers i.e. adult, juvenile, child, are provided. (Compulsory for children under 12 years)

The vessel is not to operate in smooth waters if winds exceed 20 knots. The hirer must not operate the vessel in poor weather or sea/river conditions or where such conditions are imminent, if these conditions are present before the hire proceeds a transfer of reservation will be granted, however we do not grant such a transfer for rain alone.

WEATHER FORECAST MONITORING IS THE RESPONSIBILITY OF THE HIRER TO ENSURE SAFETY OF PERSONS ON BOARD THE VESSEL.

Vessels are not permitted to cross coastal bars.

Vessels are required to log on /off with appropriate VMR volunteer marine radio base. (VMR Round Hill - Channel 82)

Should the said vessel not be returned within the agreed time stipulated 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 a late return if not prearranged.

The hirer must pay penalty notices if issued by any Authority, occurring during the hire period. The hirer must pay for any damage or losses caused to the vessel/equipment/trailer during the hire period. The hirer is responsible for checking and ensuring that the tow vehicle meets the legal towing requirements of the vessel.

Permission must be granted by **1770 Beach Accommodation Boat Hire** and the relevant authorities for a hirer to use the vessel for commercial purposes. The hirer must check with **1770 Beach Accommodation Boat Hire** that the vessel is in the correct survey category for its intended use. This intended use must also be specified on the hire forms by the hirer.

Hirers will abide by all Maritime Authority, marine and environmental legislation, including being responsible for any fishing licenses if required.

The hirer WILL accept the consequences if he/she or any listed co-driver breach these conditions and will not be covered by insurance if found to be in breach of the conditions.

THE VESSEL MUST BE RETURNED WITH THE AMOUNT OF FUEL EQUAL TO THAT AT THE TIME OF RENTAL (FULL). (If this does not occur fuel will be charged at \$2.50 per litre) NO E10 FUEL ALLOWED, the hirer will pay all costs associated with removing any E10 from the vessel.

A cancelled hire will incur a \$200 cancellation fee.

The Hirer acknowledges and accepts that the use and operation of this vessel, including fishing, swimming and snorkeling is subject to inherent risks and dangers. The Hirer accepts those risks and agrees to indemnify the Owner of the Vessel for any losses suffered by the Hirer, any passengers or any third parties as a result of the materialization 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 & understands all safety material and briefings that have been presented.

Water skiing, towing a tube, and other such like activities, are not permitted with the 1770 Beach Accommodation Hire Boats

By signing below, the hirer acknowledges that they have read, understand & agree to be bound by the terms and conditions of this rental agreement as printed overleaf and on the front of this document and have made themselves familiar with both the location & content of the safety management plan and understand this. The hirer is responsible for all occupants complying with all conditions. If they have presented their credit card for payment, all amounts payable under the agreement and for any road or water violations may be billed to the credit card voucher.

Confirmation and sighting of the hirer's identification and Boat license will be required.

Name:.....

Signed.....

Date:.....