



HIRE TERMS AND CONDITIONS AND CONTRACT

Booking Terms and Conditions

Bookings will be accepted by Ceduna Boat Hire based upon availability. Contact Ceduna Boat Hire with your desired hire dates to ensure dates are available.

Ceduna Boat Hire will email you the Customer Boat Hire Booking Form by email or your preferred method with the requested dates listed. The customer will need to complete all relevant information and requests on the Booking Form. For example: Lifejacket/PFD Level 100 sizing requirements and Additional Hire requirements.

You will also need to provide your Australian Boat Operators licence and Australian Driver's licence numbers on the form and provided either a scanned or photographed copy to Ceduna Boat Hire.

Email back the completed Customer Boat Hire Booking to Ceduna Boat Hire ASAP.

Once the completed Booking Form has been received, Ceduna Boat Hire will provide you with a Tax Invoice - this will outline the 50% deposit, balance due and bond payment due dates. *Please note that the hire will not be secured until the 50% deposit payment has cleared.*

Accepted payment methods:

- Electronic funds transfer/direct deposit
- Cheque
- Cash
- EFTPOS/Credit card (1.9% fee)

Once the 50% deposit has cleared, Ceduna Boat Hire will email you through the Safety Management System including Operational Procedures for Hire Customer. This will give you plenty of time to familiarise yourself with the boat.

Please remember that the final 50% balance for Hire must be paid 24 hours before picking up the boat.

Bond Terms and Conditions

A bond of \$250.00 must be paid 24 hours before your hire commences.

Accepted payment methods are the same as listed above.

The bond will be refunded within two business days providing that no damage has been caused to boat or equipment.

Cancellation Terms and Conditions

One day hire cancelled by Hire Customer within 24 hours of hire commencing – full hire amount not refundable.

One day hire cancelled by Hire Customer within 48 hours of hire – deposit not refundable.

One day hire cancelled by Hire Customer with 48 hours or more notice – deposit held as credit for 6 months to be used for a future booking.

2 day or more hire cancelled/decreased within 7 days of hire – deposit not refundable.

Operating Conditions

The boat must be operated by the Hire Customer at all times as their licence is listed on the Customer Boat Hire Booking Form. If there are going to be multiple operators, Ceduna Boat Hire must have licence information for all Operators.

The Hire Customer must be familiar with the Safety Management System including Operational Procedures for Hire Customer. A hard copy is located in the Safety equipment bag located below the casting platform.

The Hire Customer is responsible for all passengers and their actions during the hire booking.

Boat operation is only permitted in day light hours from sunrise to sunset. Whilst on the water, the boat is restricted to partially smooth and smooth waters and must remain within the operational limits. These limits are marked in purple on the map provided to you in a booklet called 4D Operational Limits and is located in the side pocket of the boat.

No water skiing or towing of equipment or persons is permitted behind the boat.

The Hire Customer must comply with all rules and regulations in accordance with the Harbors and Navigation Act 1993 (SA) or any other related legislation.

Where the Hire Customer intends or otherwise engages in any fishing activities the Hire Customer must ensure they and any other person on the vessel comply with all rules and regulations in accordance with the Fisheries Management Act 2007 (SA) or any other related legislation. The Hire Customer is entirely responsible for ensuring that they are aware of and have obtained up to date catch and size limits imposed upon aquatic resources from the relevant Authority.

https://pir.sa.gov.au/fishing/fishing_limits

The Hire Customer must ensure that they comply with all rules and regulations in accordance with the Road Traffic Act 1961 (SA) or any other related legislation.

Boat Hire Times

The Boat will be dropped off to you at 6pm on the night before the hire commences and a hand over will take place. This will take approximately half an hour.

Return/pick up will be at 5pm on the day the hire concludes where an inspection will take place. This will take approximately 15 minutes.

If the boat is not returned by 5pm and the Hire Customer is reachable, the Hire Customer will be charged \$88.00 per hour until the boat is returned.

If the boat is not returned at 5pm and the Hire Customer is unreachable, it will be concluded that the Hire Customer has stolen the boat and the Police will be contacted.

Damages

The bond will cover minor damage beyond reasonable incidental wear and tear and if the cost of damages exceeds the amount of the bond the Hire Customer will be required to cover the full cost of damage or loss.

The Hire Customer will be responsible to pay penalty notices if issued by any Authority, occurring during the hire period.

The Hire Customer is responsible for checking and ensuring that the tow vehicle meets the legal towing requirements of the boat.

The boat is delivered with a full tank of unleaded fuel. The boat must be returned with a full tank of unleaded fuel. If not returned full, the fuel will be charged at \$2.50 per litre to the Hire Customer and will be deducted from the bond. There is no E10 fuel allowed. If E10 fuel is used, the Hire Customer will be charged the associated costs required to flush the fuel system.

If you opt for a Walk on walk off hire the fuel is included and you will not have to return the boat with a full tank of unleaded fuel.

The boat is expected to be returned in the same condition in which it was delivered. If the boat is returned without being cleaned, a cleaning charge of \$88.00 will be deducted from your bond.

There is a Walk on walk off hire that can be booked on weekends. Taking the boat cleaning out of the equation.

Bad Weather Terms and Conditions

Ceduna Boat Hire reserve the right to evaluate the conditions relating to bad weather. The boat is not to operate if winds exceed 25 knots (46km) or higher. Rain or heat is not considered Bad Weather for the purpose of these Terms and Conditions.

If it is unsafe and/or unsuitable to proceed with the Boat Hire Booking up and until the boat is delivered at 6pm on the night before the hire commences, your deposit will be held as a credit for 6 months to be used for a future booking. The final 50% balance and bond will be refunded within two business days.

The Hire Customer must not operate the boat in bad weather or sea conditions or where such conditions are forecast and must check weather conditions before launching. This is the responsibility of the Hire Customer to ensure the safety of all passengers.

CONTRACT/INDEMINITY

1. When you sign this contract, you acknowledge that you have been provided with the Hire Terms and Conditions and Contract ahead of time and have read it carefully and understand it completely.
2. When you sign this contract, you acknowledge that you have been provided with Safety Management System ahead of time and have read it carefully and understand it completely.
3. Ceduna Boat Hire has agreed to hire the boat to you during the Hire Dates listed in Customer Boat Hire Booking Form within the 4D Operational Limits for the listed Hire Fee on your Tax Invoice, and you have agreed to hire the boat from us in terms of this contract.
4. You have been informed that the boat is registered under the Act and Ceduna Boat Hire is lawfully able to hire the boat to you for use in 4D Operational Limits as described in this contract.
5. By signing this contract, you acknowledge that the boat was checked with you as recorded on the Drop Off Checklist that all safety gear has been provided, and that you accept the equipment is in good order and condition at the commencement of the hire period.
6. You have assured Ceduna Boat Hire that you understand and are able to use the safety equipment if required and understand all Emergency Procedures.
7. You have inspected the boat and accept that it is in good order and condition at the commencement of the hire period.
8. You have provided Ceduna Boat Hire with valid licences which permits you to operate a motor vehicle and boat in South Australia and that all of the particulars contained in the Customer Boat Hire Booking Form are true and correct in all respects.
9. You agree that in using the boat;
 - a. You will use the boat for recreational sightseeing or fishing during daylight hours and for no other purpose.
 - b. You will use the boat in smooth and partially smooth waters in the 4D Operational Limits only.
 - c. You will not use the boat in the 4D Operational Limits in weather conditions in excess of 25 Knots (46km).
 - d. In using the boat and trailer you will do so with due care and skill and will not be reckless or careless in their operation.
10. You will present the boat clean, undamaged, and fuel of unleaded fuel (No E10) at the nominated Pick up address at 5pm on the last day of the hire period.
11. You will not permit any other person to operate the boat.
12. You agree that you are responsible for loss or damage caused to the boat and trailer at any time during the Hire period and until they are picked up by Ceduna Boat Hire.
13. You have paid a bond to Ceduna Boat Hire as a security for this purpose and agree that if the boat and/or trailer are damaged or any or the equipment or safety gear is lost, damaged or unfit for further use, you will be responsible for the cost incurred in repairing or replacing the damaged items and Ceduna Boat Hire can:
 - a. Apply the bond towards that cost
 - b. Recover the balance of the cost from you and in doing so may debit your credit card if one has been provided
 - c. Issue a Tax Invoice for the balance of the cost from you
 - d. Recover the balance by way of a debt collection process

14. Confiscation and Seizure

The Hire Customer acknowledges and accepts that under various Acts where the Hire Customer has contravened a condition of the relevant legislation the Authorities may be empowered and authorized to impound, seize and/or confiscate the boat and/or trailer (the Seizure). In the event of this occurring the Hire Customer irrevocably authorizes and accepts that;

- a. The Hire Customer will be liable to any and all costs incurred either directly or indirectly by Ceduna Boat Hire in consequence of the Seizure on an indemnity basis;
- b. The costs as referred to within (a) incurred by Ceduna Boat Hire will be taken and accepted as quantified by Ceduna Boat Hire; and
- c. The costs will become payable forthwith upon Ceduna Boat Hire issuing a notice of costs to the Hire Customer; and
- d. The Hire Customer irrevocably authorizes Ceduna Boat Hire to register a caveat pursuant to the Real Property Act 1886 (SA) or other equivalent legislation within Australia for security as to costs by way of equitable mortgage against any real property in the name of the Hire Customer; and
- e. The Hire Customer irrevocably authorizes Ceduna Boat Hire to register a security interest as defined by the Personal Property Securities Act 2009 for security as to costs against any property in the name of the Hire Customer; and
- f. The Hire Customer irrevocably consents to Ceduna Boat Hire forthwith make application to a court of competent jurisdiction to obtain summary judgment or other orders as may be necessary; and
- g. The Hire Customer irrevocably accepts that Ceduna Boat Hire may charge interest upon any costs amount equivalent to the National Australia Bank Business Finance Base Rate plus an additional 2.0% per annum on any outstanding costs; and
- h. The Hire Customer irrevocably indemnifies Ceduna Boat Hire as to any costs; and
- i. The Hire Customer guarantees Ceduna Boat Hire as to any costs.

The Hire Customer acknowledges and accepts the above terms and conditions relating to the Confiscation and Seizure provisions

Hire Customer Signature

15. Liability & Release

To the extent permitted by law the Hire Customer releases Ceduna Boat Hire from any and all demands, claims, suits, actions, damages, liabilities, losses, costs and expenses which may be made or brought against or suffered or incurred by the Hire Customer as a direct or indirect result of any claim made or purported to be made in respect of the supply or services under this contract.

To the extent permitted by law the liability of Ceduna Boat Hire to the Hire Customer (or any other person) for indirect or direct special or consequential damages.

The Hire Customer acknowledges and accepts the above terms and conditions relating to the Liability & Release provisions

Hire Customer Signature

16. Indemnities

In addition to any other indemnities provided for within this contract the Hire Customer irrevocably indemnifies Ceduna Boat Hire from any and all demands, claims, suits, actions, damages, liabilities, losses, costs and expenses which may be made or brought against or suffered or incurred by Ceduna Boat Hire as an direct or indirect consequence of the Hire Customer (including any other person under the supervision of the Hire Customer) failing to comply with any Hire Term and Conditions or the Contract or any act or omission of the Hire Customer whether negligent, reckless or otherwise.

The Hire Customer acknowledges and accepts the above terms and conditions relating to the Indemnities provisions

Hire Customer Signature

17. If for any reason you are unable to retrieve the boat from the water or are otherwise unable to return the boat and/or trailer to Ceduna Boat Hire, you must:
- a. Secure the boat and/or trailer from any further loss and damage.
 - b. Contact Andrew Wotton on mobile telephone number: 0400 263 305 soon as reasonably possible.
 - c. Act on our reasonable instructions to minimise any loss or damage to the boat
 - d. Provide Ceduna Boat Hire and its insurers with statements as may be required.
18. When you have launched the boat at a public boat ramp you must park your vehicle and the trailer in a public car park, and the trailer must always be securely attached to your vehicle.
19. If you have a flat trailer tyre you will repair by replacing the tyre with the supplied spare tyre and inform Ceduna Boat Hire. Ceduna Boat Hire can then arrange for the tyre repair to be undertaken at the Hire Customers cost.
20. You agree that any photographs provided by you to Ceduna Boat Hire for use on the website or Facebook can be used by the owner for advertising purposes.

Hire Customer name: _____

Hire Customer signature: _____ **Date:** _____

Hire Dates: _____

Ceduna Boat Hire name: _____

Ceduna Boat Hire signature: _____ **Date:** _____

DEFINITIONS

Act means the Harbors and Navigation Act 1993 and the Regulations to that Act.

Hire Customer means the persona named as the Hire Customer on the Customer Boat Hire Booking Form.

Ceduna Boat Hire means Ceduna Boat Hire [ABN: 33 630 877 513], who has the right to hire the boat to you.

Boat means the boat/vessel, outboard and trailer hired to you as described in the Safety Management System.

Contract means this Hire Terms and Conditions and Contract.

Equipment means all accessories hired by you [if any] as described in the Customer Boat Hire Booking Form and/or the Drop Off Checklist

4D Operational Limits means:

Thevenard

Tourville Bay, Murat Bay, Decres Bay and Smoky Bay bounded by a line drawn from the southern extremity of Peter Point to the Yatala Channel Fairway

Beacon then to the north-west extremity of St. Peter Island then from the north-eastern extremity of St. Peter Island to Cape Missiessy.

Streaky Bay

Streaky Bay south of a line drawn from the northern extremity of Cape Bauer through the South Channel Beacon to the shore at Perlubie.



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