

Terms and Conditions of Boat Hire

Effective 21 August 2017

OUR COMMITMENT TO YOU

Queenscliff Boat Hire is committed to servicing the boating needs of the leisure and commercial Vessel operator, by providing a quality service and value for money. In particular:

- We provide late model Vessels and equipment
- Service and maintain our Vessels in accordance with manufacturers recommendations

We value Your feedback, so if You feel our service isn't satisfactory or that we could make an improvement then please contact us by phone or email info@queenscliffharbour.com.au (we don't mind hearing about the things we get right either).

CONSUMER RIGHTS STATEMENT

All Your rights set out in this agreement are in addition to Your rights as a consumer (Your consumer rights) under applicable consumer products legislation, including the Australian Consumer Law.

Your consumer Rights are not excluded, restricted or modified by this Rental Agreement. To find out more about Your Consumer Rights from organizations such as Australian Competition and Consumer Commission or Consumer Affairs Victoria.

BOAT OPERATOR

1. You agree and acknowledge that:
 - a. Only You or an Authorised boat operator will operate the Vessel; and
 - b. You and any Authorised boat operator hold a current or restricted licence or marine qualification to do so.
 - c. Persons who hold a restricted licence must not exceed 20knts whilst operating Vessel.
 - d. You must not allow a person under the age of 12 years to operate the Vessel.
 - e. Cancellation Policy: – A full refund will be given for all cancellations made at least 48hrs prior to booking, 50% for 24-48hrs notice & no refund for cancellations under 24hrs notice.

WHERE YOU CAN AND CANNOT OPERATE THE VESSEL

2. You and any Authorized operator must only operate the Vessel:
 - a. In Port Phillip Bay and within 5 nautical miles from the shore; and
 - b. The Vessel is not permitted outside of Port Phillip or to enter Bass Strait the Vessels chart should be referred to when ascertaining any other areas of exclusion such as no boating zones and the heads area west of the imaginary line between shortlands bluff and Point Nepean.
 - 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 Queenscliff Boat Hire or its Authorised representatives to do so;
 - e. The Vessel must not be used to carry any dangerous or flammable goods with a flash point lower than 22.8 degrees Celsius.
 - f. Not to 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 1.5 metres; or
 - i. The wind speed exceeds 30 knots per hour or unless advised otherwise by Queenscliff Boat Hire staff.
 - j. The vessel can only be operated in daylight hours.

- 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 Queenscliff Harbour, on the date and by the time shown on the Rental agreement.
 - a. If You are unable to return the Vessel to the place of hire You must notify Queenscliff Boat Hire immediately.
 - b. You must pay Queenscliff Boat Hire the rental charges due including additional rental charges and compensate Queenscliff Boat Hire in accordance with clause 4 for any loss Queenscliff Boat Hire suffers up to the time that the Vessel is recovered.
 - c. The Vessel must be refuelled at the end of the hire period and only by a representative of Queenscliff Boat Hire, fuel used during the hire period will be charged to the hirer.

DAMAGE COVER, DAMAGE WAIVER

4.1 Subject to this clause 4, You are liable:

- a. for the loss of, and all damage to, the Vessel; and
- b. for 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.

This clause 4 does not apply to any damage or loss for which Queenscliff Boat Hire is liable to You under this Rental Agreement.

4.2 Subject to clauses 4.3 and 4.4, Queenscliff Boat Hire waives Your liability under clause 4.1 for damage to, or loss of, the Vessel and will ensure that You and any Authorised Operator are entitled to be indemnified under the Vessel Insurance Policy, if:

- a. You pay the Excess Amount for each separate event involving;
 1. damage to, or loss of, the Vessel; or
 2. damage to the property of any third party which is caused by the use of the Vessel by You or an Authorised Operator.

4.3 a. For the purposes of this clause 4.3, 'Recovery Costs' means, in relation to the loss of, or damage to, the Vessel;

1. any appraisal fees;
2. any towing, storage and recovery costs; and
3. an administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities.

b. If clause 4.1, 4.2 applies, You must pay to Queenscliff Boat Hire, or Queenscliff Boatyard Pty Ltd may debit Your Account with, the Excess Amount at the time of loss of, or damage to, the Vessel pending Queenscliff Boat Hire' assessment of the loss and damage and, if applicable, the repair of the Vessel

4.4 a. Where You are required to pay Queenscliff Boat Hire under this clause 4, the amount You must pay for any loss, damage, repair, cost or fee:

1. may be reasonably determined by Queenscliff Boat Hire; and
2. in relation to damage to the Vessel, is the lesser of the cost of repairs to the Vessel or the market value of the Vessel at the time of the damage

b. If the amount determined by Queenscliff Boat Hire and paid by You under this clause 4.4 exceeds the final cost of the loss, damage or repair, Queenscliff Boat Hire will refund the difference to You.

c. Queenscliff Boat Hire will provide details to You of the final cost of the loss, damage or repair on request by You.

DEFINITIONS

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

- a. "The Company" shall mean Queenscliff Boatyard Pty Ltd, any related corporations of it providing goods or services to the Hirer and any person acting with due authority of the Company.
- b. "You" shall mean the person or persons named in the documentation for this agreement as the Hirer and any person signing or initialling this agreement (other than on behalf of the Company).
- c. "Price" shall mean the cost of the rental as agreed between the Company and the Hirer subject to the other terms of this agreement.
- d. "Services" shall mean all Services supplied by the Company to the Hirer.
- e. A reference to a Boat includes: – (1) the Vessel; (2) a reference to multiple Vessels and other similar or related equipment; (3) a reference to a proposed Vessel which has been booked or provided (even in the absence of a signed agreement);
- f. 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.
- g. Time is of the essence except where specific provision is made or the contrary intention appears.
- h. A reference to a person includes the person's heirs, executors, administrators, successors, substitutes and assigns and this document is intended to be binding upon such persons.
- i. The singular includes the plural and vice versa and words importing a gender includes other genders.
- j. Other grammatical forms of defined words and expressions have corresponding meanings.
- k. An agreement, covenant, representation, warranty or indemnity in favour of two or more persons is for the benefit of them jointly and severally.
- l. An agreement, covenant, representation, warranty or indemnity made by two or more persons is made by them jointly and severally.
- m. Headings are for ease of reference only and do not affect the construction of this agreement.
- n. The terms appearing on the company's document entitled "Boat Hire Agreement and Release" apply and supersede the terms herein to the extent of any inconsistency.
- o. Where the context admits, the provisions of this document extend beyond any termination.