

# Nutkin Lodge – Boat Hire TERMS and CONDITIONS

All boat lessees automatically agree to these conditions upon hire of vessel and the Lessee will be required to confirm acknowledgement of this agreement prior to departure with the Vessel.

## Terminology

'You' & 'Your' means the Hirer of the Vessel and any persons named as a Skipper.  
'We', 'Us' & 'Our' means Nutkin Lodge Pty Ltd.  
'Term' means the amount of time agreed upon for the hire of the Vessel.  
'Vessel' means boat being hired.

## Skipper of the Boat

The Vessel must be controlled at all times by the holder of a current, valid boat license unless the Vessel does not require a license to be operated under WA law, in which case the Vessel must be controlled at all times by a driver listed on the Rental Agreement. All other state marine licensing rules apply and You are responsible for ensuring that the boat is operated in a manner that complies with those rules and this agreement. You are responsible for all occupants on the boat and their actions.

You warrant to Us that you meet the minimum requirements to skipper the Vessel and that You are familiar with the maritime regulatory requirements of the Vessel.

Before operating the Vessel, you must receive Our pre-Hire safety briefing. Our safety briefing is designed to satisfy Us that You can skipper the Vessel appropriately and provide sufficient safety to those on board during your hire term, however, operating the Vessel safely and lawfully is Your responsibility. We reserve the right to disqualify you and other selected skippers from hire if sufficient experience and / or safety knowledge is not demonstrated – regardless of whether a skippers' ticket is held by you or other nominated skippers.

## Drugs & Alcohol

It is a legal obligation that no person shall navigate or attempt to navigate a vessel while under the influence of alcohol or drugs to such an extent as to be incapable of having proper control of the Vessel as per maritime safety regulations. You agree not to consume alcohol or drugs on the Vessel or permit alcohol or drugs to be consumed on the Vessel.

## Operational and Safety Regulations

You must not use the Vessel for towing any objects or use the Vessel for activities such as water skiing, tube towing and the like.

Operating the Vessel is only permitted in day light hours unless Our prior approval has been obtained in which case the night time conditions apply and the Night Time Declaration must be signed by the Skipper intending to drive the Vessel during hours between dusk and dawn. If the Vessel is operated at night without this declaration you forfeit Your bond and any remaining days hire are immediately cancelled with no refund.

You must operate the Vessel in waters permitted for your hire vessel and may not exceed 2nm off shore in the appropriate vessel for offshore activities / manoeuvres. Suitable PFD, (lifejackets) for all passengers i.e. adult, juvenile, child will be provided and must be maintained by the Skipper during operation of the Vessel. Note: It is compulsory for children under 12 years to wear a PFD on the Vessel at all times in Western Australia whilst the Vessel is on water regardless of whether the Vessel is in motion or stationary. You agree to ensure that all children under 12 will wear an appropriate PFD.

## Operating the Vessel

The Vessel is not permitted to operate off shore or in any rough waters or risky conditions that threaten the safe operation of the Vessel or safety of the occupants or where such conditions are imminent. If these conditions are present before the hire proceeds and are due to continue for the majority of the hire term (as determined by Us), we will reschedule the hire date/s within the next 3-month period, however, we do not grant reschedules for rain alone or indement weather affecting partial hire terms.

**Weather forecast monitoring is your responsibility to ensure the safety of all persons on board the Vessel.**

## Communication with Marine Rescue

You must ensure that the Vessel has been logged on / off with the appropriate volunteer marine or marine safety radio base – local marine identification codes will be provided during handover at the commencement of hire. You will be responsible for identifying non local radio channel codes for any location where the Vessel is operating outside of local coverage areas. You will abide by all Maritime Authority, marine and environmental legislation, including being responsible for any fishing licenses and subsequent catch quotas as required.

## Towing & Returning your vessel post hire

You are responsible for checking and ensuring that the tow vehicle meets the legal towing requirements of the Vessel. The towing capacity information is available on our website. The Vessel should be returned to the agreed location, by the agreed time, as written in the hire documentation. If you cannot meet the prearranged time or wish to extend your hire term, You must contact us a minimum of 60 minutes prior to deadline. Should the Vessel not be returned within the agreed contract time and You cannot be contacted within 30 minutes' after the end of the term, it will be deemed that you have lost / stolen the Vessel and we will take steps to regain possession, including police action if necessary. You will be responsible for any costs incurred by Us in recovering the Vessel. An additional cost will be charged for a late return of \$75 per hour if not prearranged.

## Vessel Fuel

You will receive the Vessel with a full tank of fuel appropriate for your motor. The Vessel must be returned with a full tank of fuel. If the tank is not returned full or you have selected a 2 Stroke motor vessel, we will refuel for you as a walk on / off style. Only refuel tanks with our accepted fuel types. Additional fuel can be purchased daily from our site or prior to departure on the day of hire. No refunds will occur for unused fuels.

ADDITIONAL FUEL: provided for 2 Stroke and 4 Stroke at \$2.50 per litre. WALK ON / OFF: Vessels will be refuelled by us upon return, fuel is charged at \$2.50 per litre. No E10 (Ethanol based), LPG or DIESEL FUEL ALLOWED and You will pay all costs associated with removing any of these fuels from the Vessel or associated equipment and motors. and for any damage caused by using the wrong fuel.

## Traffic and Marine Infringements

You must pay all fines or penalty notices issued by any Authority, in relation to Your operation or transportation of the Vessel during the Term. You indemnify us for any loss, costs or expenses incurred by Us as a result of any infringements issued to You in relation to Your operation or transportation of the Vessel during the Term.

## Damage to vessel or equipment

You must pay for any damage or losses caused to the Vessel or trailer and any equipment forming part of the hire during the hire period whether or not the damage was your fault. You indemnify us for any loss, costs or expenses incurred by Us in repairing any damage caused to the Vessel or trailer or equipment during the Term.

## Commercial hire

Commercial hire is not permitted without Our consent including the transportation of passengers for a fee or carrying out commercial fishing. Please discuss with us about commercial hire requirements.

## Night time operation

Navigating at night requires special care and attention. It is essential that you can see other boats and they can see you, remember it is difficult to judge distances at night, not all navigational hazards will have light indicating their position; and background light from the shore can cause confusion, so always slow down and keep a constant look out.

These night time conditions are in conjunction with our standard conditions; the Vessel is not permitted to be used for individual night time operation or varied night time operation during multi-day bookings unless a specific set of criteria are met. Please contact us and discuss options available. A sample of requirements are listed below:

- The Skipper must have previously hired and driven one of our vessels on the waterway that the night use is intended and have completed a minimum of 3hrs of operation on a similar vessel at night. Evidence to this effect will be required or the Night Skipper must complete our night time operation briefing which outlines some of the waterways potential hazards. If either option is not completed, then navigation lights will be removed and only day time use will be permitted.
- The Skipper must have held a recognised boat licence for a minimum of 3 years.
- Navigation lights must be used, including the all-round white light when at anchor
- The Skipper must sign a night time declaration before the hire is permitted to commence

## Christmas, New Year & Easter bookings

No ½ day bookings will be accepted and a minimum of 2 days' hire will be applicable during the following dates: 1 week leading up to Christmas and 1 week after Christmas; cross over of New Year's Eve and Day; Easter Weekend from Good Friday to and including Easter Monday. We are closed Christmas Day – no pick-ups, refuelling or returns are permitted on this day.

## Hire Declaration:

You acknowledge and accept that the use and operation of this Vessel is subject to inherent risks and dangers. You accept those risks and agree to indemnify Us for any losses suffered by You, any passengers or any third parties as a result of the materialization of those risks and dangers. You also undertake to advise all passengers of the risks and dangers associated with the use and operation of the Vessel prior to boarding. You acknowledge that you understood all safety material and briefings that have been presented.

You acknowledge that you have read, understood and agree to be bound by the terms and conditions of this rental agreement and have made yourself familiar with both the location and content of the safety management plan and understand this. You are responsible for all occupants complying with all conditions of the safety management plan. If You have presented Your credit card for payment, all amounts payable under the agreement and for any road or water violations may be billed to Your credit card. Confirmation and sighting of Your identification will be required.

By signing this agreement, You acknowledge and agree to the above policies plus all cancellation, bond and transfer regulations as well.

## Payments, Transfer, Cancellation and other fees

### PAYMENTS & BOND

A deposit of 50% is payable up front with balance due 30 days prior to arrival via credit card. The \$500 bond payment is retained via credit card 48 hours prior to hire commencing and is fully refundable post vessel return providing no damage has occurred.

Vessels will not be released without a bond payment.

### TRANSFERS

If a transfer of reservation date/s is required and the Lessee wishes to move their reservation to another day or series of dates, we will review the request and if new date/s are agreed, a transfer fee of \$50 will be applicable if it is being transferred 14 or more days in advance (or) if the request is granted by us due to weather conditions.

Fees associated with transfer by customer prior to commencement day excluding weather conditions – 0 to 7 days' prior is 50% of total booking, 7 to 14 days' prior is \$75 and more than 14 days in advance is \$50.

If we deem the conditions to be unsafe and / or unsuitable for vessel use then transfer fees are waived and full hire amount will be allocated to new reservation providing dates selected are agreed upon and set to occur within the 3 months succeeding the reservation however if no suitable transfer dates can be agreed, then 50% from the total hire fee per day will be retained as credit for up to 3 months from the date of original booking whereby new date/s must be set or credit will be forfeited.

### CANCELLATIONS

No partial cancellations will be accepted without management consent. Standard \$50 processing fee applies if granted. All cancellations will incur the non-refundable card merchant fees associated with payments and refunds.

#### ½ & 1 DAY HIRE

Cancelled by the customer prior to commencement date:

0 to 48 hours – full hire amount forfeited; 2 to 7 days 75% of total hire amount, 7 to 30 days 50% hire amount, 30+ days \$50 fee.

#### MULTIDAY HIRE

Reduced by the customer 0 to 14 days prior to commencement is a 50% fee per cancelled day or \$50 per cancelled day over 2 weeks in advance. For example, if original hire term is 7 days and you want to reduce to 4 days, then your fee will be 50% of the 3 actual days you have cancelled if reduced within 7 days prior to hire commencing or if reduced over 2 weeks in advance then a fee of \$50 per actual cancelled day is applicable.

Whole booking cancelled by the customer prior to commencement date within: 0 to 48 hours - full hire amount forfeited, 2 to 7 days 75% of total hire, 7 to 30 days 50% of total hire amount, 30+ days \$50 fee.

Refunds may be offered in extenuating situations pending management approval.

### PETS

No pets are permitted on Vessel.