

1 Conditions of Hire

1. **Changes:** These terms may only be altered or varied by writing executed by each of the parties constituting the owner. All hirers shall comply with all instructions given by authorised persons whether regarding the use of the equipment, conduct or parking.
2. **Conditions of Hire** This risk warning is issued by Boat, Bike and Paddle Hire Central Coast, pursuant to the Civil Liability Act 2002 to all persons wishing to participate in the hiring of boats conducted by Boat, Bike and Paddle Hire Central Coast. Participants are warned that, regardless of the precautions, which might be taken by reasonable and experienced persons, boating (including the use of kayaks and paddle boards) can be a dangerous pursuit and participants are exposed to significant risks of property damage, physical harm & possibly death.

As an indication, these risks may include, but are not limited to:

- The extremes of weather & sea conditions;
- The potential that control of vessels might be lost, resulting in collisions with objects & other vessels;
- The sudden movement of the vessel at any time & the possibility that participants may fall or be thrown overboard, resulting in drowning;
- The possibility that participants may be injured by equipment on the vessel;
- The absence of immediate medical care & the likelihood that significant delays may occur before medical care is available;
- Exposure to the elements for extended periods.

Boat, Bike and Paddle Hire Central Coast also warns participants that regardless of their best intentions, they may be unable to render assistance to participants who are in distress. Participants are warned to consider the above risks and all other risks before deciding to hire any vessel from Boat, Bike and Paddle Hire Central Coast.

Hirer is aware that Boat, Bike and Paddle Hire Central Coast has a full safety plan in place & will not tolerate skylarking.

- DO NOT exceed the maximum persons required for which this vessel is licensed to carry;
- DO NOT bow (front) ride the vessel;
- DO NOT have any part of your body outside the vessel whilst in motion;
- DO NOT enter the water whilst the vessel is in motion;
- DO NOT make repairs or alterations without express instructions of the operators;
- DO NOT operate the vessel in the "RED NO GO ZONES" as per the operational chart and markers;
- DO NOT abuse the vessel in any way shape or form.
- The Hirer's use of the equipment must not create any public nuisance.

3. **Personal Safety:** The hirer warrants that they will not engage in any reckless or unlawful conduct in connection with the hired goods. The hirer is responsible for all persons allowed into / onto the hired goods during the hire period. The Hirer must be aged 18 years or over & hold a valid Driver's License. The Hirer must provide the Company with his/her mobile phone number, and must keep it on.
4. **Fishing:** All persons over the age of 18 must have a current fishing license if intending to fish in NSW;
5. **Alcohol:** It is an offence to drive a vessel under the influence of alcohol. NSW Maritime or NSW Police may charge any Hirer in breach of these rules. Driver of a vessel must remain under 0.05 or the hire will be terminated immediately.
6. **Life Jackets:** Life jackets are provided for each person on board. It is compulsory that children under 12 wear lifejackets at all times. Whilst it is not compulsory for adults to wear lifejackets it is strongly recommended that persons that are not confident with their swimming abilities wear lifejackets at all times.
In the case of Kayak and Paddle Board Hire Life jackets are provided for each person and it is compulsory all persons wear lifejackets at all times.
7. **Limit of Hire:** The Hirer may use the equipment for the purpose on the date and during the period of hire. All equipment must be kept within the boundaries of hire (as per the map of Brisbane Waters provided). The seaward limit is Half Tide Rocks and the vessel(s) shall not be taken outside the operational area as defined by the operational chart. All equipment being used for hire purposes is restricted to the hours between sunrise and sunset. No vessels hired by Boat, Bike and Paddle Hire are equipped for cruising during daylight hours
8. **Mooring & Anchoring:** The vessel is not allowed to be rafted up to other vessels or left unattended at any time.
9. **Return of the Hire:** The boat shall be returned to the original starting point by the end of the period of hire & be vacated in a clean and tidy condition. Breach of this condition will incur an additional charge payable by the Hirer as published. In the event of any goods being returned before the period of hire has expired, the Company shall not owe the Hirer any money or refund of any kind. In the event of any goods being detained after the period of hire has expired, the Company shall be entitled to forfeit the Hirer's Booking Deposit and in addition any Bond Deposit or other money may also be applied by the Company towards any other amount owing by the Hirer pursuant to the Conditions of Hire. The Hirer will be liable for any extra costs and/or damages incurred by the Company as a result of the boat not being available on time for the next Hirer. The Hirer shall be charged the replacement cost of any equipment the Hirer fails to return to the Company. Additional cleaning fees may be charged if the boat is returned in an unclean state, BBQ excepted. Should the boat not be returned by the end of the period of hire and the Hirer is unable to be made contact with, it will be deemed the Hirer to have stolen the boat and the Company will take steps to regain possession, including police action. Failure to return or notify Boat, Bike and Paddle Hire by the Return time will result in our Emergency Management Plan being activated for search and rescue, which may involve local authorities. Additional hire charges apply for late return. All equipment must be returned in as clean and good order as at the start of the hire. At the commencement of hire a bond in the form of cash or credit card pre-authorisation shall be taken (see website for current bond requirements). Cost of any damage incurred during the hire shall be deducted from the bond. Cost of labour to repair any damage shall also be charged at cost. A statement detailing the costs can be sent to the hirer when all repairs have been completed.

10. **Return in the same condition:** Additional cleaning fees may be charged if the vessel is returned in an unclean state. Fish scales and entrails on boat incur an extra cleaning charge.
11. **Termination:** The Company may repossess the boat and terminate the hire at any time if it is deemed that the Hirer is in breach of Conditions of Hire, if in the opinion of the Company, the Hirer is not behaving responsibly, or if the boat or any persons are at risk. In this event the Hirer shall remain liable to pay the hire price and no refund shall be due.
12. In the Event of any Accident or Damage:
 NOT IN ANY CIRCUMSTANCES ADMIT OR ALLOW OTHER PERSONS ON THE BOAT TO ADMIT LIABILITY TO ANY OTHER PERSON;
 Obtain and record the name and registration number of the other boat, and names and addresses of all parties involved including the other boat owners and other hirers; notify the Company by telephone immediately with full details of the accident.
13. **Damage:** The Hirer shall notify the Company in the event of breakdown, damage, theft or loss. The equipment hired must be undamaged at the end of the period of hire. All damage to the equipment (or other Company property) will be the Hirer's responsibility. If extra cleaning or repair of damage is required to return the equipment (or other Company property) to their pre-hire condition, such cleaning or repair will be arranged by the Company and charged to the Hirer. The Hirer shall pay for all or any damage done to the hired goods howsoever caused whilst in the hirers' possession or whilst on hire to or used by the Hirer and any Bond Deposit or other money paid by the Hirer may be applied by the Company in satisfaction of the hirers' liability in that regard. The balance of the Bond Deposit will be refunded when the equipment is returned to their pre-hire condition. Any monies expended in excess of the Bond Deposit will be payable by the Hirer and recoverable as a debt due to the Company.
14. **Insurance:** The Company's insurance does not cover personal accidents or loss or damage to personal effects. All goods are hired and used at the Hirers' own risk and no condition, warranty or representation of safety, suitability of fitness is expressed or implied by the Company. The Hirer has been advised that all persons' subject to this hire are not required to be insured for any purpose other than accidental property damage. Personal accident claims are specifically excluded by virtue of the Civil Liability Act 2002 and all persons' subject to this hire voluntarily assumes such risk.
15. **Indemnity:** The Hirer shall indemnify and keep indemnified the Company and its servants and agents from and against all claims, losses, damages, demands, liability, costs and expenses (including full indemnity legal costs) it may incur or for which it may become liable arising out of or in connection with the hire, including any injury to any persons entering the Company's grounds or facilities or damage to any property as a result of or in connection with the use of the equipment by the Hirer and associated persons and persons present at the invitation of or with the consent of the Hirer.
16. **Complaints:** The Hirer shall check the boat, its contents and equipment fully, immediately after taking possession of the boat. The signing of "Conditions of Hire" will constitute an acknowledgement by the Hirer that the goods hired have been supplied and adjusted as required by the Hirer and that the goods hired are in good repair and free of defect at the time of hire.
17. **Exemption:** Subject to any non-excludable statutory provisions, The Company shall not be liable for any matters arising from any cause beyond the Company's reasonable control or not due to the Company's negligence or wilful default including (without limitation) death or personal injury of Hirer, their crew and passengers, loss or damage to property, non-fulfilment or interruption of the booking or delays, breakdowns, mechanical problems, defects, damage, restrictions or obstructions, repairs or damage to waterways, non-availability of routes, navigational works, storms, floods, droughts, ice, shortage of water or other weather conditions, rationing, shortage or non-availability of fuel or in respect of any consequential loss, damage, expense, injury, or claim. Any liability of the Company which by statute may not be negated shall be limited to the re-supply of the goods or the payment of the cost of the re-supply of the goods.
18. **Guarantee:** The Hirer WILL accept the consequences if he/she or any listed co-driver breach these conditions. Hirers will abide by all NSW Maritime Authority rules and environmental legislation. The Hirer must pay penalty notices if issued by any officials during the period of hire. The Hirer's use of the equipment must not create any public nuisance;
19. **Privacy:** The Company is collecting the information on the hire events to carry out its internal functions only.

1.1 This section is relevant only to hirers of boats with BBQs during Total Fire Ban.

During a Total Fire Ban no fire may be lit in the open and all Fire permits are suspended. This includes incinerators and barbecues which burn solid fuel, e.g. wood or charcoal.

You may use a gas or electric barbecue, but only if:

- It is on a residential property within 20 metres of the house or dwelling.
- It is a picnic area and the appliance is approved by Council, National Parks or State Forest.
- It is under the direct control of a responsible adult.
- The ground within 2 metres of the barbecue is cleared of all materials which could burn.
- You have an immediate and continuous supply of water available.

A range of activities may be exempt from Total Fire Bans, such as emergency infrastructure work or ceremonial fires. The RFS Commissioner is responsible for exemptions to Total Fire Bans. These exemptions are detailed in the NSW Government Gazette each time a total fire ban is declared.

Lighting a fire on a day of Total Fire Ban attracts a fine of up to \$5500 and/or 12 months gaol. Penalties for a fire that escapes and damages or destroys life, property or the environment can attract much greater fines and gaol terms with maximums at \$100,000 and/or 14 years' gaol. Civil law suits can also be brought against the person responsible for a fire by those seeking compensation for losses sustained.