



## CORIO BAY BOAT HIRE TERMS AND CONDITIONS

EFFECTIVE 15TH JANUARY 2021

**The boat hire is strictly limited to the area known as CORIO BAY.**

**CORIO BAY BOAT HIRE is known as the operator (The operator).**

**Vessel - FORMOSA BOAT**

### Your agreement to us

#### **1. You agree and acknowledge that :**

- (i) Only the person hiring the vessel or an authorised boat operator will operate the boat.
- (ii) To operate the boat – You acknowledge and agree that you or the authorised boat operator holds a current licence or qualification to do so. You must hold a recreational boat licence.
- (iii) Cancellation – In the event of cancellation a full refund will be given provided the cancellation notice occurs 48 hours prior to the booking. In the event the operator is notified 24 - 48 hours then a 50% refund will be provided of the total fee. There will be no refund of any fee for bookings cancelled and less than 24 hours notice has been provided.
- (iv) Corio Bay Boat Hire may cancel or ask you to return to the boat departure point at any time should a weather situation arise.

## Your agreement relating to Vessel Operation

- (i) The vessel is not to be operated when damaged as it may be unsafe to do so.
- (ii) You must not use the vessel if it has collided with an object , or been involved in an accident until approval has been obtained from Corio Bay Boat Hire.
- (iii) You must not have dangerous or flammable goods on board the vessel at any time.
- (iv) You must not contravene any marine laws or other laws while using the vessel.
- (v) You must not operate the vessel in adverse conditions.
- (vi) The vessel can only be operated in daylight hours and returned to departure point at a safe comfortable speed.
- (vii) The vessel must be returned strictly by the time frame indicated. Half an hour before sunset time according to Bureau of Meteorology Website - Failure to do may incur additional fees.
- (viii) You will and must pay for any unauthorised repairs to the vessel and fines received while you are in control of operating the vessel.
- (ix) If the boat is required to be repaired upon its return you will be liable for any monies relating to the repairs. If the operator agrees the damage can be covered by their insurance, then you must pay the excess.
- (x) If you damage the vessel you will be **personally liable** for any damage to the vessel.
- (xi) The operator has public liability insurance , **BUT** will not be held liable for any damage relating to any injured person or any accident causing injury or death, the primary onus will be on you - the person in control of operating the vessel.
- (xii) The vessel must operate in water with at least 1.5 metres underneath it. The vessel must be driven at a comfortable speed.

## **Vessel Hire return**

- (i) You must return the vessel by **THE AGREED TIME** on the date you hire the vessel if you have paid for all day hire.. If you hire the boat by the hour, the operator will discuss and confirm times with you.
- (ii) If the vessel is required to be recovered you must pay the retrieval company all charges including additional rental charges and compensate Corio Bay Boat Hire for any loss they suffer up to the time the vessel is recovered. This includes minimum four hours rental for each day they are without the vessel.

## **Damage to Vessel**

### **YOU ARE LIABLE**

- **FOR LOSS AND ALL DAMAGE TO THE VESSEL**
- **FOR ALL DAMAGE TO THE PROPERTY OF ANY PERSON WHICH IS CAUSED AND CONTRIBUTED TO BY YOU OR ANY PERSON YOU ALLOW TO OPERATE OR BE IN THE VESSEL OR THAT ARISES FROM THE USE OF THE VESSEL BY YOU OR ANY PERSON DRIVING THE VESSEL.**

### **Liability- Your and Ours**

**The Company may agree to waive your liability for damage to, or loss of the vessel and agree that you or any authorised operator are entitled to be indemnified under the Vessel Insurance policy IF AND ONLY IF:**

- (I) **You pay the excess on the insurance for each separate event involving – damage to or loss of vessel and damage to any third party property which is caused by the use of the vessel by you or an authorised operator**
- (II) **You will be responsible for recovery costs. Recovery costs include appraisal fees, towing, storage, or recovery costs- and an administration fee for making arrangements for repairs, towing etc**
- (III) **You must pay Corio Bay Boat Hire and/or they are authorised to debit your account with – the excess**

**amount at the time of loss, damage to the vessel pending the company's assessment of loss and damage and if applicable repair to vessel**

**(IV) When you are required to pay Corio Bay Boat Hire and the amount paid by you exceeds the final cost of the loss, repairs, the company will refund the difference to you**

**(V) The company will provide final details to you regarding the final cost of loss, damage , repair on request by you.**

**RATES ARE AS PER ATTACHED.**

### **Your Legal Rights**

You have rights as per applicable Australian Consumer Law in addition to that outlined in this agreement.

Your consumer rights are not hindered by this agreement. Should you require more information about rights see websites relating to consumer affairs and ACCC.