

INGHAM

INGHAM BOAT HIRE CONTRACT



Boat Hire

ABN: 99 479 325 616

Date: / / 20

80 Musgrave Street Halifax, QLD 4580

E. inghamboathire@hotmail.com

T. Reece 0468 32 4473

Emergency Contact: Bob 0438 688 868

Hirer: _____

Telephone: _____

1. Before we allow you to take the boat and the trailer from our premises, we want to be sure that:-
 - 1.1 We identify for you all items of equipment and safety equipment on the boat at the start of the hire period: and
 - 1.2 You are aware of both the operation and location of all safety equipment on the boat
 - 1.3 You are aware of all emergency procedures and how to operate safety equipment in the event of an emergency;
 - 1.4 You know what to do if the boat breaks down, is damaged or for any reason you are unable to return the boat to us at the end of the hire period.
 - 1.5 You are aware you must return the boat and all equipment to us clean and full of fuel. If not cleaned to the Ingham Boat Hire's satisfaction, then a cleaning charge of \$50.00 will be applied & fuel will be charged at \$1.60 per litre.**
 - 1.6 By signing this agreement to authorise Ingham Boat Hire to deduct the appropriate charges from your credit card.**

2. The items of equipment and safety gear on the boat are
 - Life jackets
 - Garmin depth sounder and fish finder [operators manual included]
 - Canopy [optional]
 - Carpet floor coverings
 - Oars x 2
 - Anchor [4lb mud anchor] chain and rope
 - First aid kit
 - V sheet
 - Water bailor

[Type text]

- Emergency flares
- Fire extinguisher
- Fuel tank
- 40HP Suzuki electric start outboard motor
- Boat / Trailer tie down with motor support bar / trailer security bracket
- 1 litre bottle outboard fuel mix – **PLEASE MIX FUEL/OIL RATIO OF 50 PARTS FUEL TO 1 PART OIL** [20ml oil per litre]

3. We have shown you the location of all the above equipment and have demonstrated to you how you should use it if you asked us to do so, otherwise you assure us that you are able to use the equipment.
4. Before using the boat you should carry out an inspection to ensure that all external plugs are fitted properly, there is adequate fuel and water for the intended trip and there is no external damage to the engine, hull or accessories.

Ingham Boat Hire / / 20 **Hirer** / / 20

REFERENCE TABLE

Name: _____ Contact: _____

Address: _____

Email: _____

Date of hire: ___/___/___ am/pm To ___/___/___ am/pm

Optional Extras: Canopy Y / N Electric Motor Y / N

Licence # _____ Exp Date: _____

Credit Card # _____ Exp Date: _____

CCV# _____ Rate: \$ _____ Deposit Held? Y / N

Towing Vehicle Make: _____ Rego # _____

Boat: 4.1M Polycraft Boat and Boat Trailer Motor: 40HP Suzuki

Hire Signature

[Type text]

Terms and Conditions Hire

1. In this contract:

Act means Transport Operations (Marine Safety) Act 1994 as amended and the Regulations to that Act.

Boat means the boat hired to you described in the Reference Table and includes its trailer.

Contract means this Hire Boat Contract.

Equipment means all accessories hired by you [if any] as described in the Reference Table.

Hire Area means the Hinchinbrook Channel to Forrest Beach area – no further than 2 NM from shore.

Hirer means the person named as Hirer in Reference Table who may also be referred to as “you” in this Hire Boat Contract.

Ingham Boat Hire means inghamboathire.com.au [ABN 99 479 325 616] who has the right to hire the boat to you in terms and conditions of this contract who may also be referred to as “we’ or “our”

2. When you sign this contract you acknowledge that you have read it carefully and understand it completely.
3. We have agreed to hire the boat to you during the Hire Dates listed in the Reference Table within the Hire Area for the listed Hire Fee, and you have agreed to hire the boat from us in terms of this contract.
4. We have told you that the boat is registered under the Act and we are lawfully able to hire the boat to you for use in the Hire Area as described in this contract.
5. By signing this Boat Hire Contract you acknowledge that before you collected our boat for hire
 - 5.1 We checked off an inventory of all safety equipment and accessories on the boat with you as recorded on page 1 of the Boat Hire Contract, and that you accept the equipment is in good order and condition at the commencement of the hire period
 - 5.2 We identified safety equipment on board the boat available for your use in the event of an emergency and you have assured us that you understand and are able to use the equipment if required
 - 5.3 You have inspected the boat and trailer with us and accept that they are in good order and condition at the commencement of the Hire period
6. You have assured us that you have a valid licence which permits you to operate the boat in Queensland and that all of the particulars contained in the Reference Table are true and correct in all respects.
7. You agree that in using the boat;
 - 7.1 You will use the boat for recreational sightseeing or fishing during daylight hours and for no other purpose.
 - 7.2 You will use the boat in smooth and partially smooth waters in the Hire Area only and will launch and retrieve at public boat ramps.
 - 7.3 You will not use the boat in the Hire Area in weather conditions in excess of 15 knots.

- 7.4 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.
- 7.5 You will return the boat to us clean and undamaged at our premises at or before the Hire period.
- 7.6 You will not permit any other person to operate the boat.
8. 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 returned to us. You have paid a deposit to us 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 by us in repairing or replacing the damaged items and we can:
- 8.1 Apply the deposit towards that cost
- 8.2 Recover the balance of the cost from you and in doing so may debit your provided credit card identified in the Reference Table
9. To the extent permitted by law our liability to you or others with you for indirect special or consequential damage in connection with or arising out of the supply or services under this contract is limited to the supply of those services only and we will not be liable to you or any persons you may have with you at the time, or any third party for any other indirect, special or consequential damage.
10. You agree to indemnify us from and against all damages, claims, cost, penalties and interest incurred by us as a result of you failing to comply with the terms of this contract and for your negligent acts or omissions.
11. The boat will be provided to you with its fuel tank full. You must return the boat to us with a full tank or we can fill the tank at your cost once the boat is returned.
12. 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 us, you must:
- 12.1 Secure the boat and/or trailer from any further loss and damage.
- 12.2 Contact Reece or Bob on the provided numbers on page 1 of the contract as soon as reasonably possible.
- 12.3 Act on our reasonable instructions to minimise any loss or damage to us.
- 12.4 Provide us and our insurers with statements as may be required.
13. 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 be securely attached to your vehicle at all times that you are not in your vehicle.
14. If you have a flat trailer tyre you will effect a repair with supplied tyre sealant and have the tyre repaired at your cost prior to the return of the boat.
15. You agree that any photographs uploaded by you to our website, Facebook or Instagram page can be used by the owner for advertising purposes.

Ingham Boat Hire

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Hirer

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