

Hire agreement between Cottage Point Kiosk and Boat Hire ("the Kiosk") and the Hirer, for hire of the vessel.

Licence No: HD-0031

HIRE DETAILS	DEPARTURE ADMINISTRATION
Date:	ID Sighted:
Name ("the Hirer"):	Vessel Type:
Address:	Bond Payment Method:
	Rental Items:
Tel No:	Referral:
Email: (for marketing purposes)	Other:
ID Type & No:	RETURN ADMINISTRATION
Number of Persons:	Return Time:
Competent Swimmer? Yes / No	Bond Withheld:
Booking Start Time:	Reason:
Booking End Time:	Bond Amount Returned:
Booking Duration:	Rental Items Returned:
Hire Charge:	
Bond Charge:	Hirer's Signature:
Hirer's Signature:	Kiosk Attendant Signature:
Kiosk Attendant Signature:	

#### HIRE CONDITIONS DECLARATION

The 'Hire Conditions' are detailed overleaf.

I acknowledge that prior to signing below I have read and understood the document and agree to be bound by same.

Hirer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### AREA OF OPERATION



The area of operation is from Bobbin Head in the West, Akuna Bay in the East and Challenger Head in the North.

The limit of operation is the seaward line from Challenger Head to Eleanor Bluff.

In case of emergency  
wave down any passing vessels for assistance and/or phone:

Cottage Point Kiosk & Boat Hire	9456 3024
Cottage Point Marine Rescue	9456 3055
Hawkesbury Marine Rescue	9985 1111
Broken Bay Water Police	9910 7899
Brooklyn Water Police	9985 7444

Drop off points within the hire operation area are Bobbin Head, Apple Tree Bay, Cottage Point and Akuna Bay.

This hire operation area is serviced by a rescue vessel. Upon notification, the rescue vessel will be dispatched for assistance.

All hire boats are equipped with life jackets, paddles, bailers and anchor.



## HIRE CONDITIONS

1. All vessels are to remain and operate within the confines of Cowan and Coal and Candle Creeks. No vessel is permitted seaward of a line from Challenger Head to Eleanor Bluff (see 'Area of Operation' map). This permitted usage area may be reduced at the Kiosk's discretion, during times of inclement weather.
2. In the event of a vessel not complying with the preceding clause, then the Hirer will be required to immediately return to the Kiosk, the hire will be terminated and the Hirer will forfeit the bond amount.
3. If it is necessary to retrieve the vessel in the above circumstances, then the Hirer will pay the costs incurred of such retrieval.
4. The vessels including any engines, propellers, paddles, safety equipment, anchors and all other provided equipment, are to be returned to the Kiosk in the same condition as they were hired.
5. The Hirer agrees to pay the Kiosk for any loss and/or damage to the vessel, or its equipment.
6. If the vessel is returned to the Kiosk in an unclean state, the Hirer agrees to pay a cleaning fee of \$40.
7. The vessel is hired for the time set out in the Hire Details. If the vessel is returned outside the stated hire time without prior arrangement with the Kiosk, then a late fee of \$50 per half hour (with a minimum of one half hour fee) will be charged.
8. If the vessel is returned outside of Kiosk hours (8AM – 4PM) then a late fee of \$75 per half hour (with a minimum of one half hour) will be charged.
9. Booking times are to be honoured and respected. The Hirer will pay for the full duration of the booking, regardless of a late departure, unless that late departure is due to the Kiosk. No refund will be given for early returns of the vessel.
10. If the vessel is not returned by the time set out in the Hire Details and the Kiosk deems a search necessary, a search fee of \$75 per half hour (with a minimum of one half hour fee) will be payable by the Hirer.
11. The Hirer is the individual who will receive the vessel briefing from the Kiosk. If concerns are raised during the briefing as to the Hirer's understanding of the instructions and vessel operations, the Kiosk reserves the right to cancel the booking and withhold a \$30 cancellation, administration and briefing fee.
12. Persons other than the briefed Hirer are not permitted to operate the vessel, unless they have completed an additional booking sheet, agree to the Hire Conditions and receive a briefing from the Kiosk.
13. The Hirer and any other permitted persons controlling the vessel are to observe at all times the legal limits for alcohol.
14. The number of persons specified in the Hire Details is the maximum number of persons to be carried in the vessel.
15. All occupants of the vessel must wear lifejackets at all times.
16. Any operator of the vessel agrees to abide by the laws of operation of vessels upon the waters of NSW.
17. No towing of any vessel and/or watercraft is permitted.
18. It is the Hirer's responsibility to obtain/carry any relevant fishing licences. The vessel does not come with a fishing licence.
19. The Hirer must during the period of hire, reasonably care for and respect the vessel. Caution must be used on shallows during low tide, which may leave the vessel stranded and damage the vessel. If the vessel is stranded the Hirer agrees that the stated bond will be forfeited.
20. Under no circumstances are vessels to be dragged onto, or permitted to be washed onto rocks.
21. In the event of any breach of any of the clauses above, additionally to that already stated, the Hirer agrees that the amount of the stated bond will be forfeited and further to pay for the costs reasonably incurred, as a result of the breach.
22. The Hirer acknowledges that the hire of the vessel involves potentially a dangerous recreational activity under Division 5 of the Civil Liability Act 2002 (NSW) and the Hirer acknowledges that he/she has been warned by the Kiosk, of the risks of operating the vessel.
23. The Hirer on his/her own behalf and on behalf of any occupants of the vessel, agrees to engage in this recreational activity at his/her own risk.
24. The Hirer on his/her own behalf and on behalf of any occupants of the vessel, agrees to hold blameless the Kiosk and/or its employees, servants, or agents, for any negligence/breach of duty, or breach of contract arising from the supply and hire of the vessel and not to bring any suit, or claim for damages arising out of any injury, loss, or damage and that if such suit is brought, to indemnify the Kiosk for any damages and costs which may be awarded, including the costs of defending any such claim.
25. Further, the Hirer acknowledges that the Kiosk will not be responsible, or liable whatsoever, for any for any injury loss, or damage, incurred by any person, including the Hirer, or any person travelling in the vessel.
26. The Hirer agrees to be responsible and pay for any property damage occasioned by the operation of the vessel by the Hirer, howsoever caused.
27. Further, the Hirer agrees to pay an initial fee of \$500 forthwith, in the event that the vessel is involved in any incident resulting in any injury loss, or damage to any persons, or property during the period of the hire.
28. Bond refunds are not processed automatically. On return of the vessel, it is the Hirer's responsibility to attend the Kiosk to request a refund of the Bond Charge (less any applicable charges). Should the Hirer not attend the Kiosk on the date of hire and request a refund at a later date, a \$20 administration fee will apply.