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HIRE AGREEMENT

HIRE DETAILS

Surname (Hirer): _____ Given Name/s: _____

Address: _____

Mobile: _____

Email: _____

Drivers Licence No: _____ Issuing State: _____ Expiry Date: _____

Boat Licence No: _____ Issuing State: _____ Expiry Date: _____

EQUIPMENT DETAILS

Jet Ski Registration No: _____

Trailer Registration No: _____

No. of Life Jackets Provided: _____

Bond (refundable after hire date as long as no damage to jet ski/s): _____

Additional Costs: _____

HIRE FEES \$

TOTAL \$

HIRE PAYMENTS & BOND

Credit Card Number: _____ Expiry Date: _____

_____|_____|_____|_____| _____|_____|_____|_____| _____|_____|_____|_____| _____|_____|_____|_____|

Cardholders Name: _____ CVC: _____

Cardholders Signature: _____

HIRE START DATE _____ / _____ / _____ **HIRE RETURN DATE** _____ / _____ / _____

Time: _____ am / pm Time: _____ am / pm

The jet ski must be returned in the same condition as it was provided, with a full tank of fuel (unless otherwise agreed).

PLEASE READ TERMS AND CONDITIONS

I have read, acknowledged, understand and agree to be bound by the limits, restrictions, terms and conditions of this hire agreement. If I have presented my credit card for payment, all amounts payable under this agreement, as well as damage repairs and water violations (if applicable) may be billed to the credit card.

Hirer's Signature

Print Name

Date

TERMS AND CONDITIONS

A boat licence with PWC endorsement is required to operate a jet ski anywhere in Victoria.

Before you book please know that we DO NOT offer refunds. Once you have selected your time and date for your hire, make sure you check weather prior to paying for your booking as we will not issue any refunds if you cancel due to weather.

A PWC endorsement (Personal Watercraft Marine Licence) is required to operate a Jet Ski on the Victorian Waters by Law.

Definition of a PWC, means any recreational vessel that:

- Has a propulsion engine;
- Has a fully enclosed hull;
- Does not retain water if it capsizes;
- Is designed to be operated by a person standing, sitting astride or kneeling on the vessel.

Examples of PWCs include: jet-skis, aquascoters, jet bikes, wave runner, ski free, motorised surfboard. They are also known as 'powerskis'.

The Jet Ski's provided by Joey's Jetski Hire come with required safety equipment by Marine Safety Victoria. However it is recommended you read the following before hiring one of our Jet Ski's.

Safety Equipment

Operators, masters and passengers must wear an approved personal flotation device (PFD) at all times.

Other safety equipment that must be carried on board includes:

- Waterproof buoyant torch;
- Registered EPIRB if operating more than 2km from the coast.

**Joey's Jetski Hire do not provide an EPIRB, so ensure one is carried if chosen to go beyond 2km offshore.

All safety equipment required to be carried onboard must be in good working order and placed in a conspicuous and readily accessible position at all times. (Joey's Jetski Hire staff will show you where to access safety equipment and how to use)

Speed And Distance

PWC operators must ride at specific speeds and distances from other vessels, swimmers, the shore and some fixed objects.

Some waterways have local rules. Rules for each waterway are specified in the Guide to Vessel Operating and Zoning Rules (VOZR) or check with the local waterway manager.

On all State Waters

A speed limit of 5 knots (9.26 Kph) applies within:

- 50 metres of a person in the water
- 100 metres of a vessel or buoy on which a dive flag is displayed
- 50 metres of another vessel.

Inland Waters

A speed limit of 5 knots applies within:

- 50 metres of the waters' edge
- 50 metres of a fixed or floating structure in or on the water including a wharf, jetty, slipway or boat launching ramp (except in an access lane).

Coastal Waters and Enclosed Waters

A speed limit of 5 knots applies within:

- 200 metres of the waters' edge
- 50 metres of a wharf, jetty, slipway, diving platform or boat ramp.

Carrying Capacity

The PWC capacity plate will specify the number of people able to be carried. Generally for PWC's, it is one person per seat. So, for a three seater PWC, three people may be carried.

THE HIRE TERMS AND CONDITIONS OUTLINE THE RELATIONSHIP BETWEEN YOU AND JOEY'S JETSKI HIRE.

PLEASE ENSURE YOU READ IT CAREFULLY. THESE DOCUMENTS CONTAIN DETAILS SPECIFIC TO YOU AND THE JET SKI YOU ARE HIRING AND ALSO OUTLINES YOUR LEGAL RESPONSIBILITIES TOGETHER WITH THE TERMS AND CONDITIONS THAT YOU HAVE AGREED TO DURING THE HIRE PERIOD. IF YOU DO NOT UNDERSTAND ANY OF THE TERMS AND CONDITIONS OUTLINED IN THESE TERMS AND CONDITIONS, IT IS ADVISED THAT YOU OBTAIN INDEPENDENT LEGAL AND FINANCIAL ADVICE BEFORE SIGNING.

THE USE OF A JET SKI IS A DANGEROUS RECREATIONAL ACTIVITY. THE HIRERS PARTICIPATE AT THEIR OWN RISK. BY SIGNING THESE TERMS AND CONDITIONS, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS AND HAVE HAD THE OPPORTUNITY TO OBTAIN INDEPENDENT ADVICE BEFORE SIGNING.

THE PARTIES AGREE AS FOLLOWS:

"Hirer (Driver)" means a person who meets the conditions contained in these Terms and Conditions. Any reference to Hirer (Driver) throughout these Terms and Conditions is a reference to that person or those persons who sign these Terms and Conditions and have been approved by us to operate the Jet Ski.

"Joey's Jetski Hire" means Joey's Jetski Hire and similar grammatical expressions.

"Damage" includes ANY accident or damage to the Jet Ski including:

- Any accident that the Jet Ski is involved in that may result in damage to the Jet Ski, a third party vehicle, person(s) and/or property;
- Any incident that requires Police attendance and/or intervention (even if no damage is occasioned to the Jet Ski);
- Any act of vandalism or malicious damage to the Jet Ski, by whomsoever it is caused and whether caused by known or unknown persons.

"Emergency Contact" means the person and/or telephone number provided to the Joey's Jetski Hire to be used in the case of an emergency.

"Hire Period" means the period of time commencing on the Date of Hire specified on these Terms and Conditions until 11.59pm on the Date of Hire.

"PFD" means personal flotation device which complies with Australia Standard AS 4758.1:2015.

1. WARRANTY

Joey's Jetski Hire warrants that:

- 1.1. The Jet Ski hired is in good condition and has the correct safety equipment;
- 1.2. The Jet Ski is registered and certified for use in Victoria;
- 1.3. Its Jet Ski supervisors are licensed; and
- 1.4. It has a compliant safety management plan

but otherwise Joey's Jetski Hire does not make any warranty, express or implied, relating to the hire of the Jet Ski and the provision of the services.

2. HIRER (DRIVER) WARRANTY

The Hirer (Driver) warrants that:

- 2.1. The Hirer (Driver) is over the age of 16 years and all passengers are over 125cm tall;
- 2.2. They are not under the influence of drugs or alcohol;
- 2.3. They are not pregnant;
- 2.4. They have no medical condition that may inhibit the safe operation and use of a Jet Ski;
- 2.5. They have received and understand the operating and safety instructions given by Joey's Jetski Hire in connection with the use and operation of a Jet Ski;
- 2.6. At all times you will observe and comply with the directions of Joey's Jetski Hire in relation to the use and operation of a Jet Ski;
- 2.7. They will comply with all applicable laws relating to the operation and use of a Jet Ski as notified; and
- 2.8. At all times when using the Jet Ski you will wear and ensure that any passenger wears a properly fitted life jacket provided by Joey's Jetski Hire.

3. YOUR RESPONSIBILITY AND RISK

You acknowledge that:

- 3.1. By signing these Terms and Conditions, you understand you are proposing to undertake a dangerous recreational activity ("Activity") which involves a significant risk of physical harm.
- 3.2. You are aware that you or someone else may be injured during your engagement in or performance of the Activity.
- 3.3. You are aware that your personal property may be lost, damaged or destroyed during your engagement in or performance of the Activity.
- 3.4. You are aware that you may cause injury to other persons or damage their property in performing the Activity.
- 3.5. You are aware of the dangers associated with the consumption of alcohol, mind altering substances, drugs or other substances which may impair your judgement, physical ability or capacity to safely participate in the Activity and accept full responsibility for any injury, loss or damage associated with consumption of alcohol, mild altering substances, drugs or other substances which impairs your judgment, physical ability or capacity to safely participate in the Activity.
- 3.6. You have been warned of the risks of the Activity.
- 3.7. You are responsible for your Passenger.

4. HIRER (DRIVER)

- 4.1. Only persons who meet the criteria under relevant legislation and who have been accepted by Joey's Jetski Hire as a Hirer (Driver) are entitled to operate the Jet Ski. By signing these Terms and Conditions, you are declaring that you and any other Hirer (Driver) meets the criteria and requirements of Joey's Jetski Hire.

5. ACCEPTABLE USE AND CONDITIONS OF HIRE

- 5.1. You are only permitted to operate the Jet Ski in the designated areas and beaches as outlined and directed by Joey's Jetski Hire.

5.2. You must always adhere to the Australian Maritime Safety Authority laws during the Hire period of the Jet Ski.

5.3. The Jet Ski must only be operated in accordance with the terms of this clause. It is important that you adhere to the requirements of this clause for your safety, that of your passengers and the safety of the Jet Ski.

5.4. As a Hirer (Driver) you must at all times ensure that:

- 5.4.1. The Jet Ski does not carry more passengers than may be properly accommodated by the weight restraints or carry a greater load than that for which the Jet Ski was designed;
- 5.4.2. All persons on the Jet Ski will at all times wear an approved and legally compliant Personal Flotation Device as required by the laws in the State of Victoria.
- 5.4.3. The Jet Ski is not used for any illegal purpose, race, contest or performance test;
- 5.4.4. The Jet Ski is not used at excessive speeds, over-revved or in contravention of any law within the state in which the Jet Ski is being used;
- 5.4.5. The Jet Ski is not operated under the influence of any alcohol or drugs;
- 5.4.6. The Jet Ski must not be used in contravention of any law;
- 5.4.7. That any tolls, permits and other licenses required for driving a Jet Ski are obtained and paid prior to hiring a Jet Ski.
- 5.4.8. No person smokes on the Jet Ski at any time.
- 5.4.9. No food or liquid (other than water) is to be consumed on the Jet Ski at any time, unless required for medical conditions with the approval of Joey's Jetski Hire.
- 5.4.10. The Jet Ski is returned after the Hire Period to us in good working order and repair.

6. SPEEDING AND IRRESPONSIBLE OPERATION

You must not engage in:

- 6.1. Excessive speeding;
- 6.2. Competition or racing events;
- 6.3. Unsafe, inappropriate, aggressive or extreme driving;
- 6.4. Any illegal activity;
- 6.5. Any contravention of any law within the State in which the Jet Ski is being operated.

6.6. You authorise the Company to immediately terminate the Hire of the Jet Ski if there is an indication that the Jet Ski is being used in a manner which in the Company's reasonable opinion is contrary to any provision of these Terms and Conditions.

7. LIABILITY

7.1. Joey's Jetski Hire is not liable to any person, and you indemnify Joey's Jetski Hire for any loss of or damage to any property:

- 7.1.1. Stolen from the Jet Ski or otherwise lost during the Hire Period; or
- 7.1.2. Left in the Jet Ski or its contents and compartments after conclusion after the Hire Period.

7.2. You must pay Joey's Jetski Hire a damage liability fee if you:

- 7.2.1. Damage the Jet Ski or any associated equipment which includes repairs to the Jet Ski;
- 7.2.2. Damage or injury caused to a third party or their property by you or the Jet Ski;

7.3. You irrevocably authorise us to charge your credit card and/or charge your account for any damage liability fees and any other fees incurred for loss of or damage to the Jet Ski.

8. HIRER (DRIVER) ACKNOWLEDGES

- 8.1. You acknowledge that you are solely responsible for the safe and proper operation of the Jet Ski and for the safety and welfare of any persons who may reasonably become injured as a result (in whole or in part) of your actions.
- 8.2. You agree that no other person will operate the Jet Ski without obtaining Joey's Jetski Hire's prior consent.
- 8.3. You indemnify Joey's Jetski Hire in respect of any and all bodily injury and/or property damage caused whilst operating the Jet Ski.

8.4. You agree that Joey's Jetski Hire may retain all or part of the Security Bond and charge any damage fee to your credit card in the event that you fail to return the Jet Ski in as good condition as when you hired it.

8.5. You agree that Joey's Jetski Hire shall not be held liable for:

- 8.5.1. Damages, inconvenience or time lost caused by accident, breakdown or malfunction of the Jet Ski.
- 8.5.2. Loss or damages to any of your or third party's personal property or injury or death of that of yourself or a third party whilst in operation of the Jet Ski.