

TERMS AND CONDITIONS

VESSEL DESCRIPTION:

1. The Hirer will take on and hire the vessel ("the vessel") and trailer ("the trailer") and equipment as set out in the schedule located aboard the vessel

DURATION OF HIRE:

2. The term of hire shall be for the period as described in this agreement. Late return of vessel will be charged for on a days hire basis or part thereof.

OPERATION OF VESSEL:

3. The vessel may only be operated by persons over the age of 20 years, and only the Hirer who is named in this agreement.

4. The Skipper (Hirer) fully understands the approved Safe Ship Management operating area of the vessel, and that the vessel is NOT permitted to go outside the designated areas.

PAYMENTS BY HIRER:

5. The Hirer shall pay the Hire Sum to the owner prior to commencement of the Hire of the Vessel for the period specified in clause 2 of this agreement

6. The Hirer shall also pay to the owner on commencement of the hiring a bond of \$1000 which will be fully refunded when the vessel is returned, provided there is no loss or damage to the vessel, motor, trailer or any associated equipment. The cost of repairing the damage or loss, up to the value of \$500 to be deducted from bond.

7. The Hirer shall pay for all petrol used in the vessel during the period of hire. In the event that the Vessel is returned with the petrol tank less than full Snells Boat Hire reserves the right to charge the Hirer for the cost of refilling the petrol tank following completion of the Hire.

HIRERS OBLIGATIONS:

8. The Hirer may operate the vessel within inshore limits as defined by the Safe Ship Management certificate, and within 10 miles of a safe haven. *Travel to Little and Great Barrier Islands is outside the inshore limits and is not permitted.*

9. The Hirer shall notify the owner at the commencement of Hire as to the general area in which the vessel shall be operated during the period of hire and must advise the Owner immediately should there be any deviation to planned trip.

10. Throughout the duration of Hire, the Hirer shall ensure that;
(a) There is sufficient oil in the engine for the duration of each days operations,
(b) The tyres on the trailer are maintained at their proper pressure.

11. The Hirer shall ensure that all reasonable care is taken in handling the vessel and trailer, that all safety procedures and precautions are followed at all times and that the vessel and trailer is left secure when not in use.

12. The Hirer shall ensure the trailer is towed only by the persons named in this agreement. The Hirer warrants that he/she has a current New Zealand drivers licence.

The Hirer shall also ensure the trailer is towed by a vehicle with a current registration and warrant of fitness.

13. The Hirer shall at all times during the period of hire comply with the Ministry of Fisheries (MOF) rules and regulations which may be in force from time to time. The Hirer hereby indemnifies the owner in respect of any loss or damage suffered, including consequential loss or damage as a result of breach of MOF rules and regulations.

14. The Hirer shall not leave the vessel unattended at anchor for a period exceeding twelve consecutive hours except when the vessel is on an approved mooring.

15. The Hirer agrees that all safety equipment on board the vessel including the EPIRB shall be activated only in an emergency. In signing this Hire Agreement the Hirer hereby indemnifies the owner for any loss or damage suffered due to malicious or reckless use of the safety equipment.

16. The Hirer shall at all times operate the vessel in accordance to instructions / procedures stipulated in the Safe Ship Management manual

17. The Hirer must maintain a careful watch on weather conditions throughout the duration of the Hire. If weather conditions deteriorate the vessel shall be taken by the Hirer to a place of safety before such time as the seaworthiness of the vessel is affected or compromised, and which ensures the Vessel remains safe and seaworthy at all times.

18. The Hirer will ensure they are sufficiently well rested for duration of hire.

INSURANCE

19. Subject to the exclusions set out below, the Hirer, and any person authorised to operate the vessel, is indemnified to the extent of \$1 million in respect of any liability he or she might have for damage to any property belonging to any other person and arising out of the use of the vessel.

20. The Hirer acknowledges that he/she shall be liable in respect of the first \$500 for the cost of any damage or loss referred to in the Insurance cover specified in clause 19. If the Insurance company denies the claim, the Hirer further acknowledges that he/she is liable to pay the full costs of any damage or loss.

21. The Hirer accepts that the Vessel is hired to the Hirer at the Hirer's own risk in respect of loss or damage to the Vessel and consequential loss to Snells Boat Hire for any loss or damage to the Vessel and consequential loss.

EXCLUSIONS

22. The indemnities referred to above shall not apply where the damage, injury, or loss arises when:

(a) The operator of the vessel is under the influence of alcohol or any drug that affects his or her ability to operate the vessel.

(b) The vessel is in an unsafe or unseaworthy condition that arose during the course of the Hire and that caused or contributed to the damage or loss, and the Hirer or operator was aware or ought to have been aware of the unsafe or unseaworthy condition of the vessel.

(c) The vessel is operated in any race/speed test and/or time trial.

(d) The vessel is operated by any other person not named in this agreement as an authorised operator.

(e) The vessel is deliberately, wilfully or recklessly damaged by the Hirer or any other person who is either associated with the Hirer or who is operating the Vessel under the authority of the Hirer.

(f) The Vessel is lost as a result of the deliberate, wilful or reckless behaviour of the Hirer or any other person who is either associated with the Hirer or who is operating the Vessel under the authority of the Hirer.

(g) The vessel is operated outside the authorised area stated in clauses 8 and 9 above.

(h) The vessel is operated outside the term of the hire or any agreed extension of that term.

(i) The Hirer breaches any applicable Act, Regulation, Rule, Order or Notice to Mariners or any other requirement issued or notified by the Maritime Safety Authority of New Zealand

OBLIGATIONS OF SNELLS BOAT HIRE (THE OWNER):

23. The owner shall supply the vessel to the Hirer in a safe and seaworthy condition.

24. The owner shall supply the trailer in a roadworthy condition with a current warrant of fitness and registration.

25. The owner shall be responsible for all ordinary and extraordinary costs of running the vessel during the term of hire except to the extent that by the terms of this agreement those costs are payable by the Hirer.

MECHANICAL REPAIRS AND ACCIDENTS:

26. If the vessel is damaged or requires repair or salvage, whether because of an accident or breakdown, the Hirer shall advise the owner of the full circumstances by radio, telephone or by other telecommunication as soon as practicable.

27. The Hirer shall not arrange or undertake any repairs or salvage without the authority of the owner except to the extent that the repairs or salvage are necessary to prevent further damage to the vessel or to other property.

28. The Hirer shall ensure that no person, except as may be required in an emergency, interfere with any part of the outboard or electrical system of the vessel.

USE OF THE VESSEL:

29. The Hirer shall not use or permit the vessel to be used for the carriage of passengers for hire or reward.

30. The Hirer shall not –

(a) Sublet or hire the vessel to any other person.

(b) Permit the vessel to be operated outside his or her authority

(c) Operate the vessel, or permit it to be operated with excess breath or blood alcohol or under the influence of drink or drug.

(d) Operate the vessel or permit it to be operated in any race/speed test and/or time trial.

(e) Operate the vessel or permit it to be operated in breach of any Act, regulations, or

bylaws relating to marine transport.

(f) Operate the vessel or permit it to be operated for the transport of more than the number of people or more than the weight of goods specified by the owner.

(g) Operate the vessel during the hours of darkness except with the written approval of the owner.

RETURN OF THE VESSEL:

31. The Hirer shall, at or before the expiry of the term of hire, deliver the vessel back to the place of hire or obtain the owners consent to the continuation of the hire.

32. The owner shall have the right to terminate the hiring and take immediate possession of the vessel if the Hirer fails to comply with any of the terms of this agreement, or if the vessel is damaged in any way whatsoever. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the Hirer pursuant to this agreement, at law, or otherwise.

CANCELLATION POLICY:

33. If at any time during the Hire, the weather or sea/water conditions deteriorate and it is deemed by Snells Boat Hire that the Vessel, the Hirer or any Third Parties are endangered, or that the actions of the Hirer are illegal and/or endangering the Vessel and/or its occupants Snells Boat Hire reserves the right to recall the Vessel to a safe location or to immediately terminate the Hire. In the event of deterioration and subsequent cancellation, a refund will be given to the Hirer in proportion to the total time of the Hire (minimum charge \$150)

34. If a booking is cancelled within 72 hours prior to the specified booked date a cancellation fee of \$150 will apply (unless due to poor weather conditions in which case we will refund your deposit or rebook for another suitable date).