



To contact base for emergencies or questions please call 5023 3375

### **Booking Terms & Conditions**

These terms and conditions will be emailed to you at booking. Please tick and read the T&C's.

The Management reserves the right to terminate the hire or evict any persons in the event of inappropriate behaviour, causing problems or nuisance, non-payment of hire fees/rent. No refund applies.

These Terms and Conditions are subject to change at any time without notice.

### **Conditions of Hire**

1. The current prices are subject to change.

### **Payments & Security Bonds**

1. Full payment is required upon your arrival (2% surcharge on all card transactions)
2. A Pre-Authorisation of \$200 will be taken from a credit card. This payment sits in pending on the hirers credit card. No money at this time is taken from the account but the hirer can be charged for the following list through this preauthorisation:
  - Late return charges (\$50 for every 15 minutes you are late). The vessel must be returned by 12.pm (for morning half day) and 4pm (full day) in a clean or reasonable state.
  - Damage and Destruction of Property including pontoon boat, safety equipment and public moorings.
3. A description of your group (i.e. number of males and females and the average age of the people in your group) **MUST** be discussed with the booking office at the time of booking. Single sex groups or where some or all of the occupants on the boat are under the age of 25 will incur a double bond. Failure to disclose may lead to refusal of sailing upon arrival. A FULL DRIVERS LICENSE IS REQUIRED TO OPERATE VESSEL.
4. The excess on Dockside Cafe Pontoon Boats is \$2,000. \*If the damage or loss to the boat is caused by a negligence or prohibited use, you are responsible for the full excess amount and possibly all subsequent legal / recovery fees. Prohibited use may include but is not limited to: being over 0.05 whilst driving, ignoring NSW Maritime laws, driving the houseboat without a full driver's licence, being outside the fence whilst motors engaged / pontoon moving. If unsure, please contact a staff member for further information and clarification. Any NSW Maritime infringement notice will be forwarded to hirer.
5. Fuel tanks are full prior to departure and the charge of your pontoon boat today includes all fuel charges.
6. Safety gear is all included on board. Please ensure you are familiar with it.

### **Cancellations**

6. Cancellations must be made a minimum of 2 days prior to the commencement of the hire for a refund to be payable. This includes cancellation due to weather conditions. Extreme wind and rain

conditions cancellations by provider will be allowed on the day.

7. Refunds of monies paid for cancellations made less than two (2) days prior to the commencement of the hire will be made when the same boat has been hired for the same period at the same price.
8. A cancellation fee of \$30 will apply.

### **General Conditions**

9. All occupants of the vessel are required to read and sign a comprehensive hire agreement prior to departure.
10. The number of people on board is limited to 10 people allowed by NSW Maritime regulations. A child over the age of 12 months is counted as one person. All children under 12 MUST wear a safety vest. You and your crew are aware of where safety vests are stored.
11. Boats must stay on the right-hand side of the river and allow oncoming boats to pass on your left. However, above all else, take any action required to avoid collision. If unsure of other vessels intentions you can always reverse and bring your boat to a stop. It is your responsibility to give way to all swimmers and unpowered vessels such as kayaks and stand-up paddles boards.
12. The driver must not be under the influence of a controlled substance or exceed the legal blood limit 0.05. This is policed on the river by Maritime NSW.
13. It is illegal and dangerous to ride on the bow (front) of a boat or outside the fenced area of a pontoon in motion or under power. Towing of boats, persons, inflatable boards, or anything is not allowed. Observe all speed limits including seasonal speed restrictions.
14. Please do not sit or lean on the windscreens. They are not loading bearing and putting weight on them can cause injury or damage and possibly even shatter the windscreens.
15. The pontoon must be returned in good clean condition, or an extra cleaning charge will apply. Smoking inside the pontoon is not allowed and additional cleaning fees will apply.
16. Pets (max 1 pet per boat, conditions and fees apply), No firearms, trail/motorbikes or chainsaws are allowed on board the boat.
17. No BBQS, firepits or camp oven items may be used on the Pontoon. All these items can only be used on the riverbank.
18. Fishing. Fishing is not allowed onboard the new 2023 Pontoon Boats and only allowed on the OG Red and White Boat. Fishing items may be taken on board, but they MUST be used off the boat on the river bank where the boat can be securely moored and additional cleaning fees will apply. If fishing, N.S.W fishing laws must be observed.
19. Keep rubbish onboard and out of the river – to be deposited later onshore.

Failure to comply with the above conditions will result in termination of the hire and forfeiture of all monies paid.

### **Safety Advice and General Helpful Tips**

By signing the stat Dec at the office, you and your crew agree on the following rules and restrictions below. To help you have a safe and enjoyable time on our pontoon boat please take a minute to read, and then observe the following regulations and requirements for your safety:

### **Terms & Conditions:**

20. In the unlikely event of unfavourable river conditions, or any unforeseen circumstances, causing danger to the river craft, the proprietors reserve the right to re-arrange the booking. Every effort will be made to give notice in advance if such circumstances arise.
21. We agree to have the boat, motor and accessories in good working order. We will not be obliged to compensate the hirer for loss of time due to unforeseen mechanical problems during the hire period or issues caused by the hire including rope around prop.

22. The management reserves the right to refuse any hire without stating any grounds for refusal or termination.

23. Car parking is available at the mooring sites. No responsibility is accepted for parked vehicles / trailers.

ALL ENGINES MUST BE OFF before swimmers enter the water and remain off until all swimmers are back on board. Avoid any areas where there are swimmers in the water.

STRICTLY NO jumping/diving from deck, railings, or roof of the vessel at any time.

August 2023

By Ticking this box, the Owner accepts all of the terms of this Agreement and agrees to be bound by its terms.

Accepted by the owner

By Ticking this box the Principal Occupant accepts all of the terms of this Agreement and agrees to be bound by its terms.

I accept the terms and conditions