

# **Boat Hire**

Custom Built for Tackle World Weipa by BME NQ Marine Fabrication and Welding specialist proud builder of "Cairns Custom Craft". These 5.0m Barra Trackers Powered by Honda Marine 80HP Tiller Steer, Host a load of features to make your Cape York Fishing Experience one to remember.

Our Boats are well maintained for a stress free Experience! Enjoy Weipa From The Water!

#### **Standard Features Include:**

- Survey for 4 Persons
- 5mm bottom / 4mm sides / Plate Alloy
- Self- draining deck
- All safety equipment
- Lowrance HD 7 with side + down scan
- Bait board / Rocket Launchers
- Cast Deck
- Wide Gunnels
- Comfortable Seating for 4
- Drive on Alloy Trailer

Each Boat comes with a Evakool 90L Esky and Ice to keep your catch fresh, Landing Net / Gaff



# **Hire Boat Rates**

\$450.00 per Day

- This Includes Launch and Retrieval
- Discounted Rates for Extended Hire

Minn Kota is available for hire at a flat fee per day of \$70.00

Day 1 + Day 2 + Day 3 and each Day after \$520.00 \$500.00 \$470.00

Day 3 Hire \$1490.00



## **Boat Hire Agreement**

### -BETWEEN-

	<u>OWNER</u>	
Tackle World Weipa PTY	LTD	
Shop 6 Commercial Avenue	e Weipa QLD 4874 Australia	
Phone: 07-4069-7235	Mobile: 0427 557 251	
Email: info@tackleworldwe	eipa.com.au	
ABN: 85 109 457 936		
	<u>HIRER</u>	
Name:	Date:	
Address:		
Phone:		
E-mail:		
Boat Licence Number:		
First Day of Hire:		
Last Day of Hire:	Total Number of Hire Days:	
Total Cost of Hire:		
*This Total includes all Hire	e Equipment. Excludes Bond.	
Bond: \$800.00	Paid:	
Signature:		
Bond Returned:		
Signature:		





BOAT NAME:	PERSONS OF	N BOARD:			
TIME OUT:	TIME BACK:				
FISHING EQU	JIPMENT H	<u>IRED</u>			
		Cost Daily C	Out QTY	<u>Total</u>	<u>In</u>
☐ Combo Baitcaster (Caius 150A + Aqua Tip 563	1 Baitcaster)	\$10.00ea		\$	
☐ Combo Spin (Sedona 4000XG + Aqua Tip 561	Spin)	\$10.00ea		\$	
☐ Inshore Lure Pack		\$15.00ea		\$	
☐ Cast Net 7FT Pocket		\$15.00ea		\$	
☐ Crab Pot (Rope + Floats) X 4 Pack		\$15.00		\$	
☐ Fuel Tank / Jerry Cans 20L		\$5.00ea		_\$	
☐ Boat Canopy		\$20.00		\$	
☐ Minn Kota 55LB I-Pilot 54inch		\$70.00		_\$	
			Tota	ı \$	

#### Note:

All Fishing Equipment will be on Basis Payment for Replacement / Damage at R.R.P Nominated by Tackle World Weipa.







● Combo Baitcaster (Caius 150A + Aqua Tip 561 Baitcaster)				
\$				
\$				
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# Price correct as of:



#### **Conditions of Hire**

#### 1. Hire of Boat

The owner hires the boat listed above to the Hirer on the conditions contained in this agreement.

#### 2. Hirer's Licensing

The Hirer warrants to the owner as follows:

- (a) That the Hirer holds a current recreational ship master's licence or licence to drive a speed boat issued by the QLD Government (or equivalent licence issued by another Australia state or Territory) permitting the Hirer to operate the boat.
- (b) The Hirer is familiar with all of his / her operational and safety obligations required for the lawful operation of the boat.
- (c) The boat must not be operated by anyone other than the licence holder (Hirer).
- (d) The Hirer is responsible for the safety of passengers.

#### 3. Condition of Boat

- (a) The Hirer acknowledges that, prior to the commencement of hire, the boat was inspected and any existing damage was noted in this agreement.
- (b) The Hirer accepts that at the commencement of hire, all safety equipment required by law was in proper working order and condition.
- (c) The Hirer is responsible for all damage to the boat and trailer as determined by the owner on completion of hire.
- (d) The Hirer is responsible for all damage to the engine's propeller. If the propeller is damaged so as to affect performance of the boat, the Hirer agrees to pay the amount of \$340.00 to the owner which the Hirer authorises the owner to deduct from the Bond paid.
- (e) Further, upon inspection, if there is underlying damage for which the cost of repairs cannot be assessed on completion of hire, the Hirer authorises the owner to retain the balance of the bond and to apply that amount towards such further repairs or replacement. If such repairs or

replacement exceed the **Bond** held, the Hirer agrees to pay the additional amount invoiced to the hirer by the owner within 14 days of the date of the invoice. The additional amount will be the difference between the bond held, and the owners insurance excess for making a claim.

#### 4. Bond

- (a) The owner requires the Hirer to pay a Bond via credit card authority, on account of any loss or damage to the boat or trailer. The Hirer authorises the owner to apply the Bond as provided for this agreement.
- (b) The Hirer specifically authorises the owner to debit the Hirer's credit card account for such amount as provided for in this agreement.

#### 5. Cancellation Policy

For cancellation of hire, notification must be given in writing to the Hirer **7 days** prior to the hire date to be eligible for a refund on your deposit.

If notice has not been received within the 7 day period, your deposit becomes non-refundable.

#### 6. Term of Hire

The boat is hired on a full day basis only, for a period of 8 hours. The Hirer must return the boat by the "Time Back" to the boat ramp.

#### 7. Operation of Boat

- (a) The Hirer acknowledges that before he/she operates the boat, the owner demonstrated the boat's safety equipment, the boat's steering, bilge pumping and starting and operating the motor and electronics that are on board at the time of hire.
- (b) The Hirer must at all times wear the safety lanyard for the kill switch on the outboard motor.
- (c) The Boat may only be operated during day light hours.
- (d) Maximum number of people on the boat must not exceed the amount licensed to carry 4.
- (e) At no time is the boat to be left unattended.



- (f) The hirer must not have a blood alcohol level of .05 or more or be under the influence of illicit drugs while operating the boat.
- (g) All care must be taken by the Hirer. The Hirer is liable to pay recovery costs at the rate of \$80.00 per hour.
- (h) The Hirer undertakes to operate the boat in accordance with the owner's instructions.
- On launch + retrieval the boat/trailer must be washed down with fresh water at the designated wash down bays.

#### 8. Fuel Requirements

The boat is hired to the Hirer with 2 x 25 litres fuel tanks. The Hirer must purchase all further fuel requirements and on completion of hire must be returned full, with proof of purchase (Receipt) to avoid fuel contamination).

#### 9. Limit of Operation

- (a) The Hirer must only operate the boat within the Smooth and Partially Smooth Limits of Weipa. The Hirer acknowledges that these limits are Duyfken Point to Thud Point.
- (b) If the owner ascertains that the Hirer has or is operating the boat outside of these limits the owner may immediately terminate the Hire Agreement and retake possession of the boat.

#### 10. Tidal Conditions

The Hirer acknowledges that the owner has advised the Hirer, prior to operation of the boat, of current and anticipated tidal conditions. Included in this explanation was a warning by the owner that sandbars surround

the entrance to all **Albatross Bay** river and estuaries, including **Rocky Point Boat Ramp**.

#### 11. Late Return

- (a) If the boat is not returned by the hirer by the TIME BACK (usually 4.30pm) the owner may levy a further charge of \$200.00 per hour payable by the Hirer and authorised by the Hirer to be deducted from the Bond.
- (b) In the interests of safety and given the owner's duty to report the late return of boats and customers, the owner will report any late return to the appropriate authorities and mount a search where no prior contact has been made by the Hirer prior to the agreed TIME BACK.

#### 12. Safety Management Plan

The Hirer acknowledges that before he/she operated the boat, the Hirer received from the owner a written copy of the boat's safety management plan including action to be taken in an emergency.

#### 13. Hirer's Medical Condition

The Hirer declares that to the best of his or her knowledge, the Hirer has no medical condition that makes the Hirer unable to operate the boat safety.

#### 14. Release and Indemnity

The Hirer acknowledges that he/she hires and uses the boat at the Hirer's own risk. The Hirer releases, indemnifies and keeps indemnified, and discharges the owner from all claims, actions, including negligence, suits or demands brought by the Hirer, any person for whom the Hirer is responsible and/or any third party, in respect of the Hirer's operation or unauthorised use of the boat.







# **Pre-Departure Checks**

Staff Name:	Date:	
Signature:		
	I	
Hire Vessel:	Pre-Check	Comments (Note Previous Damage)
Visual Hull Inspection		
Outside and Inside		
Bungs In		
Outboard Secure to Transom		
Propeller Secure / Good Condition for Use		
Fuel Line Securely Fitted to		
Outboard / No Damage Fuel Line Securely Fitted to Fuel		
Tank / No Leaks		
Fuel Full		
Engine Run Test		
G.P.S /Sounder Operational		
Transducer Secure		
UHF Operational		
Correct Life Jackets for Hire		
Personal on Board		
EPIRB		
First Aid Kit		
Fire Extinguisher		
Bucket + Lanyard		
Torch		
Oars x 2		
Anchor , Chain , Rope		
Watercraft Kits (Tools)		
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# **Pre-Departure Checks Cont.**

	Pre-Check	Comments
Safety Management System		
Onboard for Reference		
Map of Operating Area		
Laminated Emergency Contacts		
General Inspection		
Note any Damage Previously		
To Hire		

## Trailer Rego No.

Staff Name:	Date:
Signature:	
No Structural Damage	
Hitch Connection	
Safety Chain & Shackle	
Light Connector	
Handbrake	
Tyres	
Winch Operational	
Winch Cable	
Jockey Wheel	
Winch Connected and Safety Chain	
Number Plate	
Clean & Washed	
General Inspection	
Note any Damage	
Previously to Hire	



Vessel / Trailer Returned in Good Con	dition: Yes	/	No
If No. Vessel / Trailer Damage Noted:			
Amount to be deducted from Bond :	\$		
Hirer Signature:	Date:		
Fishing Equipment Returned in Good (	Condition: Yes		No
If No. Equipment Damage Noted:	condition. Tes	,	110
Amount to be deducted from Bond :	\$		
Hirer Signature:	Date:		



# **Pre-Hire Briefing Checklist**

	1)	Ask if holder of a Recreational Ship Masters Licence or Licence to Drive a Speed Boat.
	2)	Brief the Hirer on the following:
		<ul><li>(a) The action to be taken under the Boat's safety management plan;</li><li>(b) Weather conditions forecast by the Bureau of Meteorology for the period for which the Boat is hired for the Boat's intended area of operation, but only if the forecast is reasonably available;</li></ul>
		<ul> <li>(c) The location of reefs and anchorages in the Boat's intended area of operation;</li> <li>(d) Specific hazards and dangers to navigation in the Boat's intended area of operation;</li> <li>(e) The risks to the health and safety of each person who will be aboard the Boat while the Boat is being operated and hired that may arise from the unsafe operation of the Boat</li> </ul>
		<ul> <li>(i.e., risk of back injury from the unsafe operation of a personal watercraft);</li> <li>(f) Handing of the Boat while underway including techniques of stopping or running;</li> <li>(g) Anchoring, if the Boat has provision for anchoring;</li> <li>(h) Navigation in the Boat's intended area of operation;</li> <li>(i) Operation and stowage of lifesaving appliances;</li> <li>(j) All the Boat's system;</li> </ul>
		<ul> <li>(k) The expected date and times of leaving and return of the Boat;</li> <li>(l) The requirement pertaining to life jackets and personal flotation devices;</li> <li>(m) The requirements pertaining to Boat operations and speed limits;</li> <li>(n) The obligations under the collision regulation (i.e., obligations about steering or sailing);</li> </ul>
		<ul><li>(o) The obligation of the Hirer not to cause the Boat to be operated unsafely;</li><li>(p) The obligation of the Hirer not to operate the Boat unless it is equipped with the safety equipment required by the Marine Safe Regulation;</li></ul>
		<ul><li>(q) The obligation of the Hirer to report a marine incident;</li><li>(r) The right of the Owner pursuant to paragraph 6 of the agreement to terminate the hire and re-take possession of the Boat in the event the Hirer operates the Boat in an unsafe manner;</li></ul>
	3)	Practically demonstrate:  (a) The Boat's location and use of safety equipment;  (b) Bilge pumping;
<u></u>		(c) Starting and operating the motor and what to do if the motor does not start (check for fuel; check kill switch, check if the choke is on, if the motor is flooded wait a while and then try to start);
	4)	Explain operational boundaries for particular Boat.
	5)	Explain what to do if vessel breaks down or you become stranded on a sandbar.
	6)	Explain the responsibility that the Master of the vessel has to his passengers.
	7)	Overdue vessels search fee and duty of care.
	8)	Give a copy of Safety Management Plan and explain the action to be taken under the safety management plan in an emergency.
	9)	Enquire if Hirer has own water recommend at least 1 litre per person.



	10) Obtain such information from the Hirer as to enable the owner to ensure there are reasonable grounds to believe that the Hirer has the skills and abilities necessary for the Hirer to operate the Boat safety, while it is hired, having regard to the Boat's size, type, propulsion power and intended area of operation.
	11) Obtain from the Hirer a written declaration starting that to the best of the Hire's knowledge
	the Hirer has no medical condition that makes the Hirer unable to operate the Boat safety.  12) Inform the Hirer that as the only operator of the Boat pursuant to paragraph 2 of the agreement, the Hirer is to operate the Boat as master while it is hired and must advise the Owner of persons intended to be on board the ship while the ship is hired.
ш	13) Ensure that the Hirer is at least 18 years of age.
	The Hirer acknowledges that all of the demonstrations and explanations contained in the above Pre-Hire Briefing Checklist have been given and are fully understood by the Hirer.
	Signature of Hirer Date
	Signature of Staff Member Date
	Licence viewed , Copy Taken  Weather / Tide Briefing  Copy of SMS received to Hirer



















