RENTAL AGREEMENT

Customer Details. DATE: / / .

Full Name:	
Date of Birth:	
Address:	
Phone:	
Driver's Licence No:	

Skipper

Full Name:	
Date of Birth:	
Address:	
Phone:	
Driver's Licence No:	

Boat Details

Description:	Performance BBQ boat
Number of Persons Permitted on Boat:	12

Hire Details

Hire Period:	Time In:	930am
	Time Out:	4pm
Total Hours of Hire:	6.5hrs	
Hire Charge:	$750/$850/$950/$1200/$_____ This charge includes GST. Does not include Public or peak rates .(please cross out rates that do not apply)	
Hire Bond:	$500	
Late Return Fee:	$75.00 per 15 minutes that the Boat is returned later than the scheduled Hire Period	
Fuel charges	25L of fuel is included in the rental price. Any additional fuel used will be charged by the Litre at the pump price at the local fuel wharf at Runaway Bay	

Credit Card Information

Card Holder (Customer):	
Card Number:	
Expiry:	
CCV:	
Cardholder Signature:	

Participants

Number of Participants	

Initials ……

The Customer acknowledges that they have read, understood and agree to be bound by the terms and conditions of this Agreement and have made themselves familiar with both the location and content of the safety management plan and understand this. The Customer is responsible for all Participants complying with all terms and conditions. If they have presented their credit card for payment, all amounts payable under the Agreement and for any road or water violations may be billed to the credit card. Confirmation and sighting of the Customer's identification will be required.

The Customer acknowledges and accepts that the use and operation of this Boat, including the use of associated equipment (including but not limited to slides and barbeques) and including for the purposes of water skiing, swimming, towing a tube, and other such like activities, is subject to inherent risks and dangers. The Customer accepts those risks and agrees to indemnify Gold Coast Party Pontoons for any losses suffered by Gold Coast Party Pontoons, any Participants, or any third parties as a result of the materialization of those risks and dangers. The Customer also undertakes to advise all Participants of the risks and dangers associated with the use and operation of the Boat prior to boarding. The Customer acknowledges & understands all safety material and briefings that have been presented.

The Customer agrees to ensure that every person intending to board a Gold Coast Party Pontoons Boat reads and agrees to be bound by the following Gold Coast Party Pontoons Hire Terms and Conditions and signs the Participant Waiver before embarking.

Execution

Rental Agreement dated this day of

Signed by:

_____ _____

Name of Customer Name of Witness

_____ _____

Signature of Customer Signature of Witness

GOLD COAST PARTY PONTOONS HIRE TERMS AND CONDITIONS

This document (the 'Agreement') records the Hire Terms and Conditions on which you (the 'Participant'):

- agree to hire a Boat from Gold Coast Party Pontoons; and/or
- participate in the Activities.

Gold Coast Party Pontoons may in its absolute discretion and without having to show cause:

- refuse to hire any Boat to a Customer;
- refuse a Participant to use a Boat;
- cancel a booking;
- require the early return of a Boat; or
- exclude a Participant where a Participant does not comply with this Agreement.

Gold Coast Party Pontoons may at any time vary this Agreement without notice. Once published on the Gold Coast Party Pontoons website, variations to this Agreement will only apply to Agreements entered into after the variations have occurred.

1. Definitions and interpretation
   1.1. Unless the context requires otherwise:

Activities means the hire and use of a Boat and any related equipment (i.e personal floatation devices) including the use of any upstairs area or slide located on the Boat owned by Gold Coast Party Pontoon .

Additional Hire Charges means:

a) additional fees charged by Gold Coast Party Pontoon where the Customer exceeds the Hire Period without extending the Hire Period with Gold Coast Party Pontoons' prior agreement including but not limited to the Late Return Fee; and
b) fees such as cleaning and repair fees as set out on the Site or advised by Gold Coast Party Pontoons from time to time including but not limited to the Cleaning Fee.

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 of the *Competition Consumer Act 2010 (Cth).*

Boat means the party barbeque boat owned by Gold Coast Party Pontoons and hired to the Customer in accordance with this Agreement and includes any related equipment (i.e. personal floatation devices) supplied by Gold Coast Party Pontoons.

Rental Agreement means a document or electronic form which Gold Coast Party Pontoons may require the Customer to complete and sign (or accept in a way Gold Coast Party Pontoons requires including electronically) which includes particulars of the Customer, Participants, Boat, the Hire Period and such other information as Gold Coast Party Pontoons may require and includes corporate Rental Agreements.

Claim includes any claim, including but not limited to a notice, demand, debt, account, action, expense, damage, cost, lien, liability, proceeding, litigation (including reasonable legal costs), investigation or judgment of any nature, whether known or unknown.

Cleaning Fee means the amounts shown on the Rental Agreement or during the booking process payable by the Customer in the event that the Boat is returned to Gold Coast Party Pontoons excessively dirty as determined by Gold Coast Party Pontoons and/or where rubbish has not been removed from the Boat and placed in skip bins provided by Gold Coast Party Pontoons on its return to Gold Coast Party Pontoons.

Commencement means the actual time and date when the Customer takes possession of a Boat.

Consumer Guarantee means a consumer guarantee as it applies to supplies made under this Agreement, as set out in Part 3-2, Division 1 of the Australian Consumer Law.

Customer means the person or company named in the Rental Agreement, who is also a Participant.

Event of Default means an event of default described in clause 8.1.

Gold Coast Party Pontoons means Craig Bultitude trading as Gold Coast Party Pontoons ABN 685 807 992 47 and its employees, agents, volunteers and contractors in any way involved in the organization or conduct of the Activities.

GST has the meaning given in GST Law.

GST Law has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Hire Bond means the security bond the Customer must pay Gold Coast Party Pontoons via credit card hold (or other means as agreed with Gold Coast Party Pontoons) as security for any damage or loss caused to the Boat or any Additional Hire Charges which are not otherwise paid.

Hire Charge means the amounts shown on the Rental Agreement or during the booking process payable by the Customer to hire a Boat.

Hire Period means the time period on the booking date which the Customer has selected and Gold Coast Party Pontoons has confirmed during which the Customer may use the Boat. The Hire Period may only be extended for one or more definite periods and in each case this can only be done if the Customer requests it and if Gold Coast Party Pontoons agrees. Gold Coast Party Pontoons may issue and require the Customer to sign an amended Rental Agreement for any extension of or change to, the Hire Period.

Late Return Fee means the amounts shown on the Rental Agreement or during the booking process payable by the Customer in the event that the Boat is not returned to Gold Coast Party Pontoons within 15 minutes of the end of the Hire Period.

Location means the location from which the Boat is hired and where it may be used (e.g. Gold Coast) as set out in the Rental Agreement.

Loss means any damage, loss, liability, expense or cost whether direct or indirect, consequential or incidental including legal expenses and other expenses reasonably incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability.

Participant means any passenger which uses the Boat, including the Customer and the Skipper as listed on the Rental Agreement.

Safety Briefing means the initial instruction and briefing which Gold Coast Party Pontoon may provide to the Customer and all Participants prior to boarding a Boat in any form, whether electronic, orally or otherwise.

Site means Gold Coast Party Pontoons' website or application from which bookings can be made, namely

https://www.goldcoastpartypontoons.com.au/
Skipper means the person, over 18 years, who is nominated by the Customer on the Rental Agreement as being the authorised driver of the Boat.

2. Hire of a Boat
   2.1. In consideration of the Customer agreeing to pay the Hire Charge and the Hire Bond, Gold Coast Party Pontoons agrees to hire a Boat to the Customer at the Location for the Hire Period in accordance with this Agreement.
   2.2. Gold Coast Party Pontoons will provide confirmation to the Customer where it accepts a Customer's request to hire a Boat. Where a booking request is not confirmed, Gold Coast Party Pontoons is under no obligation to hire a Boat to the Customer. Whilst the Customer may hire a Boat in person, Gold Coast Party Pontoons makes no guarantee or warranty as to the availability of a Boat where a confirmed booking has not been made. Customers booking in person may be directed to complete their booking via the Rental Agreement on the Site (i.e. using a tablet supplied by Gold Coast Party Pontoons) or via a paper Rental Agreement.
   2.3. Gold Coast Party Pontoons will ensure that a Boat is clean and in good working order as at the start of the Hire Period. Gold Coast Party Pontoons will also supply personal floatation devices for each Participant.
   2.4. Title in a Boat remains with Gold Coast Party Pontoons at all times during the Hire Period and until the Boat is returned to Gold Coast Party Pontoons.
   2.5. Risk in a Boat lies with the Customer at all times from Commencement until the end of the Hire Period. Where the Customer does not return the Boat to Gold Coast Party Pontoons at the end of the Hire Period risk in the Boat lies with the Customer until such time as the Boat is returned to Gold Coast Party Pontoons.

3. The Customer's Obligations when Hiring a Boat
   3.1. The Customer must:
      a) satisfy itself at the Commencement that a Boat is suitable for its purposes. The Customer must notify Gold Coast Party Pontoons prior to using the Boat of any apparent damage, defects, hazards or risks identified with the Boat, otherwise it will be deemed that the Boat is in good working order and without damage at Commencement;
      b) correctly complete the Rental Agreement, including listing the correct number of Participants, nominating a Skipper and selecting a Hire Period. If requested the Customer and/or the Skipper must provide identification documents and other information reasonably required to confirm the Participant's identity to Gold Coast Party Pontoons at the time of hire;
      c) arrive 15 minutes prior to the scheduled booking time;
      d) ensure that all Participants are suitably instructed on the safe and proper use of the Boat, (including parents/guardians on behalf of accompanying children) agree to these Terms and Conditions, sign a Participant Waiver and participate in the Safety Briefing;
      e) ensure that the combined weight of the Participants (and any possessions, equipment or other items taken on board the Boat) do not exceed the weight capacity as advised by Gold Coast Party Pontoons when completing the Rental Agreement. Gold Coast Party Pontoons reserves the right to refuse to hire a Boat where it believes the weight capacity for a Boat will be exceeded;
      f) Ensure that the number of Participants on the Boat at all times during the Activities does not exceed the maximum number of persons permitted on the Boat as set out on the Rental Agreement or otherwise advised by Gold Coast Party Pontoons.
      g) immediately report and provide full details to Gold Coast Party Pontoons as soon as any accident or damage occurs in respect of a Boat;
      h) return the Boat at the end of the Hire Period to Gold Coast Party Pontoons in a clean state and good working order. In the event a Boat is not returned clean and in good working order and on time, Gold Coast Party Pontoons may charge and the Customer must pay Additional Hire Charges for all cleaning, repair and general costs incurred by Gold Coast Party Pontoons;
      i) nominate a Skipper on the Rental Agreement who must be 18 years or over, physically capable of operating the Boat and who must not be under the influence of drugs or have alcohol present in his/her system at any time during the Activities (including at all times during the Hire Period and any additional time that the Boat is in the possession of the Customer) in excess of 0.00% blood alcohol content. Gold Coast Party Pontoons reserves the right to refuse to hire a Boat to a Customer where the nominated Skipper is not present at the Commencement, or where the nominated Skipper displays signs of being intoxicated, under the influence of drugs, fails to comply with the instructions or

directions of Gold Coast Party Pontoons, or in Gold Coast Party Pontoons' absolute discretion is unsuitable to operate the Boat; and

j) immediately report and provide full details to Gold Coast Party Pontoons if any accident or damage occurs in respect of a Boat.

3.2. The Customer must NOT:

a) tamper with, damage or attempt to repair a Boat;
b) lose or part with possession of a Boat;
c) rely upon any representation relating to a Boat or its operation other than those contained in this Agreement or provided by Gold Coast Party Pontoons in writing;
d) allow any person to operate the Boat if the person:
   (i) is affected by drugs and/or alcohol; or
   (ii) under the age of 18; or
e) exceed the recommended or legal load and capacity limits of the Boat.

4. The Participant's Obligations when Using a Boat

4.1. Each Participant at all times during the Activities must:

a) have signed this Agreement and participated in the Safety Briefing;
b) take all due care when using the Boat and not cause any loss or damage to the Boat, injury to any person or any loss or damage to any other equipment
c) indemnify Gold Coast Party Pontoons for any losses, damages, claims, injuries, liabilities, costs, charges, or expenses to the Boat, any persons and any third party property to the extent that those losses, damages, claims, injuries, liabilities, costs, charges, or expenses were caused or contributed to by any Participant;
d) ensure that they are mentally and physically able to participate in the Activities and can swim sufficiently so as to save their own life in the event of a capsize or falling overboard;
e) follow the directions of the Skipper;
f) use the Boat safely, strictly in accordance with the laws of the state or territory in which the Boat is hired, only for its intended use, and in accordance with any instructions provided by Gold Coast Party Pontoons;
g) behave in a safe and responsible manner and in accordance with the instructions, rules and directions of Gold Coast Party Pontoons;
h) wear their allocated personal flotation device at all times whilst participating in the Activities;
i) safely secure all items brought onto the Boat or in the possession of any Participant, and indemnify Gold Coast Party Pontoons in respect of any loss, injury and/or damage caused by items in the possession of any Participant falling from the Boat or sustaining damage (including water damage);
j) acknowledge that any loss or damage (i.e. water damage) to personal property is the sole responsibility of the Participant and Gold Coast Party Pontoons accepts no liability for any such loss or damage to personal property;
k) consent to emergency medical care and transportation in order to obtain treatment in the event of injury as a medical professional may deem appropriate;
l) supply its own food, beverages, sun protection and other necessary items for the duration of the Hire Period;
m) be over the age of 18 years of age, if the Participant is the Skipper;
n) ensure that the Boat is operated within the current marine laws and abides to the required speed limits and maritime regulations and common courtesy to other boats, if the Participant is the Skipper;
o) abide by all signage located on the Boat including safety protocols relating to limits on persons occupying any upstairs areas on the Boat at any given time and any slides located on the Boat;
p) If there is a slide included on the Boat ensure that weight and height restrictions as specified on signage located on the Boat are abided by and that the Participant only uses the slide in a legs first position at all times.

4.2. Each Participant at all times during the Activities must NOT:

a) board the Boat or participate in the Activities unless the Participant is in good physical condition;
b) be under the influence of illegal drugs and/ or have consumed excessive alcohol (i.e. more than 0.05% blood alcohol content);
c) litter (including throwing rubbish or liquids overboard);
d) damage the Boat or any third party property;
e) attempt to fish from the Boat or interfere with any flora or fauna (in particular, aquatic life);

f) behave in any manner which is unsafe, dangerous, unnecessarily loud, disruptive or offensive to others to the standard of a reasonable person, contrary to any policies of Gold Coast Party Pontoons or contrary to any law or policies of the state or territory in which the boat is hired;
g) use or carry any illegal, prohibited or dangerous substance in or on a Boat;
h) climb on the roof of the Boat;
i) be on the front deck or forward of the helm whilst the Boat is underway;
j) jump from the Boat whilst the Boat in underway;
k) take the Boat out of the permitted areas shown on the chart located on the wall of the Boat;
l) dock the Boat at any location other than Gold Coast Party Pontoons' designated docking area or allow other boats to raft with the Boat, except in the case of an emergency; and
m) exceed the recommended or legal speed limit of the Boat.

5. Fee

5.1. The Customer must prepay the Hire Charge and Hire Bond prior to Commencement (or at such other times as agreed in writing by Gold Coast Party Pontoons for corporate Customers).

5.2. Without limiting the ability of Gold Coast Party Pontoons to recover all amounts owing to it, the Customer authorises Gold Coast Party Pontoons to charge any amounts owing by the Customer or those Participants included in its Boat booking (including but not limited to the Additional Hire Charges, Hire Bond and Hire Charge) to any credit card or bank account details of which are provided by the Customer to Gold Coast Party Pontoons.

5.3. The Customer authorises Gold Coast Party Pontoons to deduct the Additional Hire Charges from the Hire Bond as well as any amounts exceeding the Hire Bond from the Customer's nominated credit card or account as soon as the Customer exceeds the Hire Period. The Customer acknowledges and agrees that the Additional Hire Charges may be significantly higher than the Hire Charges and the Customer accepts these higher rates where the Customer has not extended its Hire Period with the prior agreement of Gold Coast Party Pontoons in writing.

5.4. The scheduled Hire Period is not affected by any late departure.

5.5. The Hire Bond will be returned to the Customer (less any amounts deducted for Additional Hire Charges, loss or damage) by way of a refund to the Customer's credit card or bank account within 5 business days of the Customer having returned the Boat.

5.6. If for whatever reason a Boat is not returned to Gold Coast Party Pontoons, the Customer will pay the current retail price of a Boat as advised by Gold Coast Party Pontoons and any associated costs including loss of revenue, immediately upon the request of Gold Coast Party Pontoons.

5.7. The Customer is responsible for:
a) loss or damage caused to the Boat or any other equipment supplied by Gold Coast Party Pontoons;
b) all costs incurred in cleaning a Boat; any fines, penalties, levies or charges payable in respect of this Agreement or arising from the Customer's use of a Boat;
c) all costs incurred by Gold Coast Party Pontoons in recovering possession of a Boat or items lost overboard;
d) a late payment fee calculated daily at 3% per month on all amounts owing by the Customer not paid on time;
e) any Additional Hire Charges;
f) the cost of items provided by Gold Coast Party Pontoons and not returned by the Customer; and
g) any expenses and legal costs incurred by Gold Coast Party Pontoons in enforcing this Agreement due to the Customers default;

and the Customer authorises Gold Coast Party Pontoons to charge any amounts owing by the Customer to Hold Coast Party Pontoons pursuant to this clause to any credit card or bank account details of which are provided by the Customer to Gold Coast Party Pontoons.

5.8. The Customer must, immediately on demand from Gold Coast Party Pontoons, pay Gold Coast Party Pontoons for any Claims, costs, expenses, loss, damage, fees, fines or other monetary amounts incurred or suffered by Gold Coast Party Pontoons as a result of the Customer's default under this clause and/or under any other provision of this Agreement.

5.9. Gold Coast Party Pontoons may increase the Hire Charges at any time, however Hire Charges as at the date of a confirmed booking will not be subjected to increased Hire Charges.

6. Cancellation

6.1. Should the Customer cancel a confirmed booking the full amount of the Hire Charges are payable by the Customer to Gold Coast Party Pontoons.

6.2. Gold Coast Party Pontoons reserves the right to change the date or time on which the Boat is provided due to severe weather conditions or other extenuating circumstances as part of proper management of our booking system. If Gold Coast Party Pontoons changes a booking the Customer will be notified 24 hours in advance of the previously allocated Hire Period where it is practicable to do so to rebook. Gold Coast Party Pontoons may cancel a booking until 7.30am on the day of the booking where it is not practicable to provide 24 hours' notice. Should Gold Coast Party Pontoons cancel a booking Gold Coast Party Pontoons will hold the deposit paid by the Customer in credit for a replacement booking within 2 months of the original hire.

7. Warranties and Liability
   7.1. Where the Australian Consumer Law applies the Participant has the benefit of guarantees in relation to the hire of a Boat which cannot be excluded.
   7.2. To the extent that the Australian Consumer Law (or any other law which cannot be excluded) does not apply, Gold Coast Party Pontoons makes no representations and gives no warranties other than those set out in this Agreement, and will not be liable to any Participant for any Loss, Claims, damages, costs or other liabilities whatsoever (including for consequential loss) in relation to the use of a Boat by the Participant.
   7.3. Subject to this clause 7, the Customer indemnifies and holds Gold Coast Party Pontoons harmless to the full extent permitted by law for any Claim, Loss or damage whatsoever arising in connection with the use of a Boat by the Customer and any Participant or this Agreement, including any third party Claims.
   7.4. Subject to this clause 7, the Participant indemnifies and holds Gold Coast Party Pontoons harmless to the full extent permitted by law for any Claim, Loss or damage whatsoever arising in connection with the use of a Boat by the Participant or this Agreement, including any third party Claims.
   7.5. in accordance with Australian Consumer Law, Gold Coast Party Pontoons' liability for any breach of this Agreement is limited to the supplying of the goods or services to the Customer again, or payment of the Hire Charge to the Customer.
   7.6. Gold Coast Party Pontoons is not liable for any indirect or consequential loss (including loss of profit or opportunity) arising out of the hire of the Boat and Gold Coast Party Pontoons' liability is limited to the extent that a Participant contributed to the loss or damage.
   7.7. The Customer will be liable for payment of the excess on applicable Gold Coast Party Pontoons' insurance policies where the Customer or any Participant has caused or contributed to loss or damage of a Boat, third party, or third party property. Where the excess of Gold Coast Party Pontoons' insurance policies is not sufficient to cover the loss or damage caused or contributed to by the Customer or any Participant, the Customer will be charged for the full amount of the cost of replacement or repair.
   7.8. The Participant will be liable for payment of the excess on applicable Gold Coast Party Pontoons' insurance policies where the Participant has caused or contributed to loss or damage of a Boat, third party, or third party property. Where the excess of Gold Coast Party Pontoons' insurance policies is not sufficient to cover the loss or damage caused or contributed to by the Participant, the Participant will be charged for the full amount of the cost of replacement or repair.
   7.9. Where Gold Coast Party Pontoons' loss, damage and costs are covered and paid for entirely by its insurance the Customer's liability to Gold Coast Party Pontoons will be limited to the excess related to the claim. For the avoidance of doubt this limitation does not apply where Gold Coast Party Pontoons' insurance will not cover the loss, claim or damage and the Customer will be responsible for the entire amount.

8. Event of Default and Termination
   8.1. An Event of Default will occur where the Customer or any Participant fails to perform or observe any of the obligations contained in this Agreement or fails to pay any charges or fees owed to Gold Coast Party Pontoons.
   8.2. If an Event of Default occurs Gold Coast Party Pontoons may at its option and in addition to any other rights under this Agreement or at law:
      a) refuse, cancel or terminate a booking (and require the immediate return of the Boat where the Hire Period has commenced);
      b) charge the Customer's credit card or nominated account for any charges or fees owing to Gold Coast Party Pontoons;
      c) terminate this Agreement;
      d) repossess a Boat; and/or

e) by proceeding by appropriate court action, either at law or in equity, enforce performance of the applicable terms and provisions of this Agreement or recover damages for the breach concerned.

8.3. The Customer indemnifies Gold Coast Party Pontoons for any Claims, damages, costs or Loss resulting from a breach by the Customer and/or Participants of any provision of this Agreement.

8.4. In the event of damage to or breakdown of the Boat rendering it inoperable, regardless of the reason, no responsibility can be accepted by Gold Coast Party Pontoons for loss of time and any other damages or expenses incurred as a result hereof. Gold Coast Party Pontoons shall not be responsible for the consequence of any delay, restriction or cancellation of the Boat hire arising from repairs or damage or other circumstances beyond its control.

9. Privacy

9.1. Gold Coast Party Pontoons will comply with the Australian Privacy Principles in the collection, use and disclosure of personal information relating to Customers.

10. General

10.1. This Agreement, the Participant Waiver and Risk Warning and the Rental Agreement constitute the entire understanding between the parties and supersedes all prior agreements, understandings and communications, whether written or oral.

10.2. This Agreement operates as a 'standing agreement' and each booking shall constitute a separate contract for supply of a Boat between the parties.

10.3. If any provision of the Agreement is illegal or unenforceable in any relevant jurisdiction, it must be enforced to the maximum extent possible, and if unenforceable may be severed for the purposes of that jurisdiction, without affecting its enforceability in any other jurisdiction or the enforceability of any other part of this Agreement.

10.4. Clauses 1, 5, 6, 7, 8 and 9 and any warranties and indemnities survive termination or expiration of this Agreement.

10.5. Any special conditions applicable to a Customer as set out in a Rental Agreement (where the booking has been confirmed by Gold Coast Party Pontoons) prevail to the extent of any inconsistency with this Agreement.

10.6. This Agreement is governed by and is to be construed in accordance with the laws applicable in the Location in which the Boat is hired.

10.7. The Boat must not be used for commercial use without the prior written permission from Gold Coast Party Pontoons.

11. GST

11.1. Any terms in this clause 11 not defined in this Agreement take the same meaning given to them in the GST Law.

11.2. Any amount in this Agreement, or otherwise arising in relation to the Activities, is exclusive of GST unless expressly stated otherwise.

11.3. Where an amount payable relates to a taxable supply under the GST Law, the recipient of the supply must pay to the supplier, in addition to the consideration for the supply, any GST paid or payable by the supplier in relation to the supply.

11.4. Any GST payable under this clause 11 must be paid on the earlier of the same time and date as the consideration is payable in relation to the taxable supply and 7 days after the supplier provides the recipient a tax invoice relating to the supply.