All Hirers shall comply with all terms and conditions set out in these Terms when hiring the Vessel from the Owner.

**1. THE PARTIES**

**“Owner”** Name: Gray’s Marine & Hire Pty Ltd

Address: 4 Uki Street Yamba NSW 2464

Phone/Mobile: 0455 364 342

Email address: accounts@graysmarineandwelding.com.au

**“Hirer”** Name: …………………………………………………………………………..

Address: …………………………………………………………………………..

Phone/Mobile: …………………………………………………………………………..

Email address: …………………………………………………………………………..

Boat Licence Number: …………………………………………………………………………..

(If applicable)

**2. THE VESSEL**

|  |  |
| --- | --- |
| **Name:** [insert] | **Unique Vessel Identifier Number:** [insert] |
| **Type:** [insert] | **Length:** [insert] |
| **Year of build:** [insert] | **Make:** [insert] |
| **Hull material:** [insert] | **Maximum Speed:** [insert] |
| **Passengers:** [insert] | **Maximum weight:** [insert] |

**3. AREA OF OPERATION**

* 1. The Hirer shall only operate the Vessel in the areas of operation marked on the Chart at **Attachment 2**.
  2. If the Hirer tows the vessel and trailer to a geographical location other than the local area contemplated in **Attachment 2**, they shall not operate the vessel outside of partial smooth or smooth waters as gazetted by State and Territory governments.

**4. HIRE PERIOD**(*Half Day*:4 hours*; 2/3rds Day*:6 hours; *Full Day*: 8 hours)

First day of hire: ……………………………… Time:  8am  10am

Last day of hire: ……………………………… Time:  12pm  4pm

Total number of hire days: ………………

**5. HIRE FEES**

Deposit (payable at booking): $………………

Hourly rate (Off Peak): $[insert] per hour x ………….. hours

Hire Fee (Peak) Half Day (4 hours) $[insert]

2/3rds Day (6 hours) $[insert]

Full Day (8 hours) $[insert]

Bond (payable on the first day of hire) $[insert]

\*The total Hire Fee excludes the amount paid for the deposit.

TOTAL Hire Fee: $………………

**6. PERMITTED PERSONS**

The persons permitted by the Owner to operate the Vessel as its master are detailed *below (if applicable)*:

|  |  |
| --- | --- |
| Name ………………………………………………………………………….. | Licence……………………………………………………………………….. |
| Name ………………………………………………………………………….. | Licence……………………………………………………………………….. |
|  |  |
|  |  |

**7. SAFETY DECLARATION**

The Hirer confirms that prior to the commencement of the Hire Period, the Owner conducted a safety briefing in accordance with the safety procedures, including the following matters:

|  |  |
| --- | --- |
| Fire Extinguishers – use, location and fire procedure | Flares and grab bag– use and location |
| First Aid – location of box and procedure | Man over-board - procedure |
| Life jackets – location and donning instructions | Proper use and securing of the boat trailer to the Hirer’s vehicle |

**8. DECLARATION**

By signing these Terms, the Hirer acknowledges that it has:

* read, understood and agrees to be bound by the terms and conditions set out in these Terms;
* taken part in the Vessel’s safety briefing prior to commencement of the Hire Period;
* familiarised themselves with and understands the Vessel’s operations and safety procedures.

Signature of Hirer: …………………………………………………………………………..

Date: …………………………………………………………………………..

Print name: …………………………………………………………………………..