



## PONTOON BOAT CONDITIONS OF HIRE

### 1. YOUR CONTRACT AND HOW TO BOOK

1.1 To make a booking you can contact us in several ways; directly at our offices in Mandurah, over the telephone or via our website at [www.houseboatsmandurah.com.au](http://www.houseboatsmandurah.com.au).

1.2 The person making the booking (the 'Lead Name') must be 21 years old or over, hold a valid driver's license or Skipper's Ticket, and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party.

1.3 Whether you book alone or as a group, we will only deal with the Lead Name in all subsequent correspondence, including changes, amendments and cancellations. The Lead Name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of the hirer and any other persons aboard the boat during the hire period.

1.4 You will be expected to pay a \$200 deposit at the time of booking. If you are booking within 4 weeks of your departure date full payment must be made at the time of booking.

1.5 Payment for your hire can be made by credit/debit card, bank transfer or cash.

1.6 We cannot accept payment by cheque, American Express (Amex) or Diners Club.

### 2. SECURITY DEPOSIT

2.1 A Security Deposit of \$500 is payable by cash or card on the day of the hire. This is held by Mandurah Houseboats until the Pontoon is returned clean, in good order and with all rubbish removed.

2.2 If the Hirer is unable to pay the bond or refuses to do so, we reserve the right to cancel your booking without further liability and without any right to a refund and you will not be entitled to continue with the hire.

2.3 The Security Deposit will be used as security for any loss or damages suffered by the Company as a result of any breach by you of these booking conditions and/or any damage caused to the pontoon boat or its contents, or to third party property and/or contents during the period of your hire.

2.4 On return of the boat to our base following the hire period and following inspection of the boat by our staff, once we are satisfied that there is no apparent damage to the boat, its contents or to third party property on its return from you, our base staff shall, where applicable, refund the relevant Security Deposit paid by you, back to you as soon as reasonably possible.

2.5 Retention of the Security Deposit will not in any way limit or prejudice any claim which we may have over and above the sum of the Security Deposit paid by the Hirer where the loss or damage was caused or contributed to by you.

2.6 In the event that any losses or damages caused to the boat or its contents or third party property during the period of your hire is less than the relevant Security Deposit paid by you, we shall refund, as relevant, part of the Security Deposit paid by the Hirer to you as soon as reasonably possible after the damage has been repaired or the repair costs have been ascertained.



2.7 In the event of any disagreement over damage or loss, we shall retain the relevant Security Deposit paid by the Hirer until the matter is resolved. Please note that if loss or damage caused by your wilful negligence or reckless conduct is in excess of the level of the security deposit we reserve the right to pursue a claim against you for the full extent of our loss.

### **3. THE HIRE**

3.1 The stated passenger limit of seven (7) people is the maximum allowed (including all children). This is a legal passenger limit and must be adhered to at all times. If you miscalculate the number of passengers, we will not offer a refund or reschedule at the last minute, you will only be able to board the maximum number of passengers (seven people).

3.2 Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip.

3.3 You are not permitted to cruise on the pontoon boat during the hours of darkness (which shall run from the start of sunset to sunrise).

3.4 For multiple-day bookings:

- The pontoon cannot be used between sunset and sunrise.
- Passengers must not sleep on board the vessel overnight.
- The pontoon must be returned to its mooring at the Mandurah Houseboats base in Mandurah Ocean Marina for use the next day unless a suitable overnight mooring location for the pontoon is agreed with Mandurah Houseboats before the hire starts.

3.5 It is required that hirers have at least 1 mobile phone with a compatible phone charger on board during the period of the hire.

3.6 If the hire is cancelled with more than one (1) weeks' notice a full refund will be given. If the hire is cancelled with less than one week's notice a refund will only be given if Mandurah Houseboats is able to rebook the cancelled date(s) - less an administration fee of \$50.

3.7 In the interest of the health and comfort of all clients as well as our staff, we request that you do not smoke whilst aboard the pontoon boat.

3.8 A fishing license is required if you wish to crab or fish from the vessel. The license can be obtained from [www.fish.wa.gov.au](http://www.fish.wa.gov.au).

### **4. PICKING UP & RETURNING THE BOAT**

4.1 The Pontoon must be picked up at our base at Mandurah Ocean Marina and returned to its mooring in the Marina by 5pm. Return times must be strictly adhered to. Late returns will attract an additional fee.

### **5. ARRIVING LATE OR MISSING YOUR HIRE**

5.1 Please arrive at our office **at least** 15 minutes prior to your scheduled hire time. If you arrive after this time, we reserve the right to shorten your hire time. We will not offer a refund or reschedule your hire if you do not turn up for your hire.

### **6. HIRER'S SUITABILITY AND BEHAVIOUR**

6.1 The Hirer must accept responsibility for the proper conduct of him/herself and any members of their party. Mandurah Houseboats reserves the right to refuse any person the use of the vessel before the hire begins or at any stage during the hire.

6.2 The Hirer shall not allow any person to operate the houseboat who is under the influence of alcohol or drugs or has not been given instructions in respects of relevant navigation rules and regulations. Mandurah Houseboats cannot be held responsible for under-age consumption of alcohol.



6.3 The Hirer shall not use or allow the use of the boat's emergency equipment except in the case of emergency and any such use should be reported to Mandurah Houseboats as soon as possible after that use.

6.4 Mandurah Houseboats reserves the right in our absolute discretion to terminate without notice the hire arrangements of any Hirer who either refuses to comply with the instructions or orders of the company staff, agent or other responsible person, or whose behaviour in their opinion is likely to cause distress, damage or danger or annoyance to other customers, staff, any third party or to property. Upon such termination our responsibility for your hire ceases and we shall not be liable for any extra costs incurred by you.

6.5 We reserve the right to refuse to accept you as a customer or continue dealing with you if we, or another person in authority, believe your behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive; or you damage property, upset, annoy, disturb, or put any other traveller, member of the public or member of Mandurah Houseboats' staff or its agents in any risk or danger.

6.6 Waterways and river regulations must be followed. Applicable speed limits for each area of our cruising grounds will be advised locally or be readily available either in our Boat Manual or on an approved chart and must be observed at all times.

## **7. RESCUE**

7.1 If we have to come to your aid you will be charged a fee based on the amount of time it takes to effect the rescue. A minimum charge of \$250 applies.

## **8. CLEANING**

8.1 The boat must be returned in a reasonably clean state with all rubbish neatly bagged up and then removed and placed in a bin ashore. If the boat is left in an unsatisfactory condition, an additional cleaning fee of up to \$100 may be charged to the hirer.

## **9. ACCIDENTS AND LOSS/DAMAGE OF EQUIPMENT**

9.1 If the boat is involved in an accident of any nature, the Hirer must immediately contact Mandurah Houseboats and complete an Accident Report form on return to our office.

9.2 The hirer is liable for all damage to our vessel as well as to third party vessels and property.

9.3 If the Hirer leaves, or causes the boat to be left, in an abandoned or marooned situation the Hirer is liable for the cost to protect and recover the boat until such a time as it is returned to its mooring at Mandurah Ocean Marina.

## **10. TECHNICAL FAILURE**

10.1 In the event of a technical failure not attributable to the Hirer, and if repairs are not able to be completed, the Hirer may be entitled to appropriate compensation at the discretion of Mandurah Houseboats.

## **11. PRIVACY POLICY**

11.1 The Mandurah Houseboats User Privacy Policy was last updated on 1st September 2022. It was effective immediately for all new Mandurah Houseboats users, pre-existing Mandurah Houseboats users, all Mandurah Houseboats staff and contractors using any Mandurah Houseboats system.

11.2 The Privacy Policy explains Mandurah Houseboats' privacy and information practices for our website, and mobile applications. The Policy describes the types of information collected, how that information is used and disclosed, and how you can access, modify, or delete information. The full Privacy Policy can be viewed [here](#).

## **CONTACT US**

If you have questions about the information contained in these Conditions of Hire please contact us at [info@houseboatsmandurah.com.au](mailto:info@houseboatsmandurah.com.au).