



## Mandurah Houseboats CONDITIONS OF HIRE

(Please read carefully)

### PLEASE DOUBLE-CHECK THE LOCATION OF THE VESSEL YOU HAVE HIRED

Vessel locations are subject to change – if in doubt please check our website.

Location	Houseboat Name	Bond Value
<b>Mandurah Ocean Marina</b> 13a Dolphin Drive Mandurah	Clancy (6 berths)	\$2000
	Hakuna Matata (8 berths)	\$2000
	Rio (8 berths)	\$2000
	Emily Louise (8 berths)*	\$2000
	Murray River Queen (9 berths)	\$2000
	Quicksilver (10 berths)	\$2000
	Kay J (10 berths)	\$2000
	Siesta (10 berths)	\$2000
*Please note that Emily Louise is subject to some restrictions on where it can travel – see our website for details.		
<b>Ravenswood Base</b> Opposite the Ravenswood Hotel, Pinjarra Rd, Ravenswood	Miss Bianca (5 berths)	\$2000
	Chloe (6 berths)	\$2000
	Natalie Anne (8 berths)	\$2000
	Pelican (8 berths)	\$2000
	Lifestyle (8 berths)	\$2000
	Sophie (8-10 berths)	\$2000
	Abby J (10 berths)	\$2000
	Just Chillin' (10 berths)	\$2000

Please note that these Conditions of Hire apply in full from the time at which we send a Booking Confirmation to the hirer and that the company reserves the right to revise the Conditions of Hire without notice at any time.

### 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 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 yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.

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 If we accept your booking, we will issue a Confirmation Invoice. A contract will exist between us from the date we issue the confirmation invoice or if you book within 7 days of departure the contract will exist when we accept your payment. When you receive the confirmation invoice, please check the details carefully and inform us immediately if anything is incorrect.

1.6 Once a booking has been confirmed, offers and discounts cannot be applied retrospectively.

1.7 The balance of the price of your holiday must be paid at least 4 weeks (28 days) before your departure date and 8 weeks (56 days) prior to all bookings in the Christmas/New Year period and bookings that include public holidays. If the balance is not paid in full within 4 weeks of your booking then your booking will be cancelled and you will forfeit your deposit and any other relevant charges.

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

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

1.10 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.

## **2. YOUR HOLIDAY PRICE**

2.1 All prices shown in any brochure are accurate on the date published and we reserve the right to increase or decrease our prices, without notice. Current and accurate pricing can be obtained from our website or from our sales team in the office.

2.2 In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it.

2.3 Promotion and loyalty offers may be combined at our discretion and may be withdrawn at any time.

2.4 All quotations are provisional until confirmed in writing on your confirmation invoice.

2.5 Before you make a booking, we will give you the up-to-date price for your chosen houseboat and dates.

## **3. CONDITIONS OF HIRE**

3.1 Hirers must be over the age of 21 years and be in possession of either a full driver's licence or a Recreational Boat Skippers Ticket.

3.2 The minimum number of people required to hire a boat is 2 (two) adults and it is a requirement of hire that there are at least two mobile phones with chargers on board during the hire.

3.3 The number of passengers on board (including children over the age of one year old) is strictly limited to the number of berths registered for the boat – details of the number of berths can be found on the first page of this document as well as on our website.

3.4 The Hirer must conform to the rules of navigation as well as all instructions given by the company, and in particular instruction regarding the cruising grounds for houseboats.

3.5 The Hirer shall restrict their cruising to those waters permitted by the Company.

3.6 The Hirer shall not cruise after sunset, nor engage in towing, sub-hiring or lending of the boat.

3.7 The Hirer shall not take or permit to be taken, the houseboat out to sea.



3.8 The Hirer shall not cause or permit to be done anything on, or to, the houseboat or any of its fixtures, fittings or accessories.

3.9 The Hirer shall not permit any person for any reason whatsoever to be on the roof of the houseboat.

3.10 The Hirer shall not use or allow the use of the houseboat'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.

3.11 No firearms, axes, trail bikes or pets are allowed onboard the houseboats at any time.

3.12 No dangerous, noxious, corrosive, toxic or poisonous substances (including petrol and diesel and other inflammable liquids) are allowed onboard the houseboats at any time, with the exception of gas and fuel placed on board by Mandurah Houseboats.

3.13 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.

3.14 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.

3.15 Smoking on the exterior decks of houseboats is allowed but smoking inside the boat is strictly forbidden. The cost of laundering linen and curtains will be deducted from the security bond if the hirer is found to have been smoking in the houseboat.

3.16 Please note that at certain times of the year, because of the water levels in the Murray River, houseboats may not get under the Ravenswood Bridge. Mandurah Houseboats cannot be held responsible for the restriction of cruising grounds created by movements in water levels.

3.17 Mandurah Houseboats operates from two locations at Mandurah and Ravenswood. On occasion boats may move between the two locations and we will endeavour to inform you as early as possible if your vessel has been moved to another base.

#### **4. CANCELLATION**

4.1 If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or houseboat, we will do our utmost to make these changes, but it may not always be possible. The price of your holiday may increase or decrease to reflect the changes requested by you.

4.2 You, or any member of your party, may cancel your booking at any time providing that the cancellation is made by the Lead Name in writing and emailed to us at [info@houseboatsmandurah.com.au](mailto:info@houseboatsmandurah.com.au). Notice of cancellation will be effective upon receipt by us of your written communication.

4.3 If you cancel your booking more than 28 days (or 56 days in the case of Christmas and New Year hires and hires that include a public holiday) before your departure date and do not wish to re-book for a later date your deposit plus any advance payments will be refunded less an administration fee of \$100.

4.4 If you cancel your booking less than 28/56 days before your departure date you will forfeit the entire cost of the holiday. In exceptional circumstances if we are able to re-book the houseboat to another hirer for the whole of the dates that you had booked then your holiday costs may be refunded (minus any negative difference in cost) at the discretion of the management of Mandurah Houseboats.

4.5 All communications relating to this contract (in particular any requests to cancel or amend your charter arrangements) must be from the Lead Name in writing and in English and sent by email to [info@houseboatsmandurah.com.au](mailto:info@houseboatsmandurah.com.au).

4.6 If Mandurah Houseboats cancel or amend your holiday;

4.6.1 It is sometimes unavoidable that changes or cancellations may need to be made. We reserve the right to make such changes should they become necessary. Most of these changes will be minor and we will advise you at the earliest possible date.

4.6.2 Sometimes we may have to make a major change to your booking. If a major change becomes necessary, we will advise you of the change as soon as reasonably possible. Whether a change is 'major' depends on the nature of the charter and may include changes to cruising grounds, change of departure date or change of boat for example. If we have to make a major change to your holiday (other than due to your default in payment) you will have the choice of either:

- a) Accepting an alternative holiday to the same or better standard and price (at the date of the change) if we are able to offer you one.
- b) Accepting a lesser holiday and a refund of the difference in price (where available); or
- c) Cancelling your holiday in which case we shall give you a full refund of all monies paid.

4.7 In some circumstances we may need to cancel your booking. However, we will not cancel your booking less than 28 days before the scheduled departure date except for reasons of force majeure (as defined in section 4.9 below), or failure on your part to pay the deposit and/or final balance, or any other reason beyond our control.

4.8 If we are forced to cancel your charter after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

4.9 Circumstances amounting to 'force majeure' include any event which we could not, even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riots, civil disturbances, industrial disputes, actual or threatened terrorist activity and its consequences, natural or nuclear disasters, fire, acts of God, closure of ports or port facilities, hurricanes, shortage of water, obstruction and/or repairs to any waterway or navigational equipment, shortage of or non-availability of fuel and other actual or potential adverse weather conditions, epidemics, health risks or pandemics, illness and any other similar events.

## **5. SECURITY DEPOSIT**

5.1 The Hirer will be asked to pay a Security Deposit of \$2000 at the commencement of the charter. The Security Deposit will be taken as a pre-authorisation on a credit card or in cash prior to embarkation.

5.2 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 charter.

5.3 Bookings for all-male or all-female groups may be subject to an increased bond.

5.4 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 houseboat or its contents, or to third party property and/or contents during the period of your houseboat hire.

5.5 You will be asked to sign a form - *GENERAL TERMS AND CONDITIONS OF AGREEMENT FOR HIRE* - before embarkation, confirming that you fully understand your obligations in the event of any loss or damage to the vessel, ancillary equipment or third party property.

5.6 On return of the boat to our base following the hire period and following inspection of the boat by our staff (usually on the day after the return of your boat), in the event that 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. Please note that your credit card issuer, not Mandurah Houseboats, is responsible for the release of the pre-authorisation monies and most credit card issuers take approximately 5 to 10 working days to return the bond to your credit card balance.

5.7 The balance of the Security Deposit can only be refunded to the credit card that the original pre-authorisation transaction was completed with. If the Security Deposit was a cash transaction, then the cash balance at the end of the hire can only be refunded to the person completing the original cash transaction, or transferred by EFT to a bank account nominated by, and in the name of, that person.

5.8 In the event that we determine that accidental damage or loss was caused to the boat or its contents, or to third party property during the period of your hire, you will be liable to us for all losses and damages incurred by us as a result up to the value of the Security Deposit. In the event that we determine that damage or loss was caused during the period of your hire as a result of your wilful negligence or reckless conduct, you will be liable to us for all losses and damages incurred as a result. In both instances we reserve the right to retain, where applicable, part or all of the Security Deposit paid by the Hirer. We may use all or part of the Security Deposit paid by the Hirer to repair any damage caused to the boat, its contents or third party property during the period of the hire, including without limitation the costs involved in lifting the houseboat(s) or third party vessel(s) out of water for a full inspection to assess the damage to the boat.

5.9 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. In the event that the losses or damages suffered by us as a result of any breach by the Hirer of these booking conditions and any damage 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.

5.10 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.

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

For the purposes of this section reference to "you" or "your" includes any other person in your party.

6.1 The Hirer must accept responsibility for the proper conduct of him/herself and any members of their party.

6.2 Mandurah Houseboats cannot be held responsible for under-age consumption of alcohol.

6.3 Mandurah Houseboats reserves the right in our absolute discretion to terminate without further notice the holiday 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 holiday ceases and we shall not be liable for any extra costs incurred by you.

6.3 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.

6.4 You are not permitted to cruise on your vessel during the hours of darkness (which shall run from the start of sunset to sunrise).

6.5 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

6.6 Your houseboat must only be used for accommodation by those people named at the time of the commencement of your hire. You are not allowed to share the vessel or let anyone else stay on board overnight.

## **7. SPECIAL REQUESTS AND PARTICIPATION REQUIREMENTS**

7.1 We will consider special requests when you book. We will tell you whether there is a charge for the request and/or whether we can satisfy the request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing. It is your responsibility to advise us of any special requirements.

7.2 All clients are expected to satisfy themselves prior to booking that they are fit and able to operate the hired vessel and complete their proposed itinerary.

7.3 Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the charter.

7.4 Failure to make a disclosure (as per section 7.3 above) will constitute a breach of these booking conditions and result in such persons being excluded from the charter in which case all monies paid will be forfeit.

7.5 Anyone requiring the use of electrical CPAP equipment should inform Mandurah Houseboats staff at the time of booking. Whilst Mandurah Houseboats will do its best to ensure suitable power is available to run a CPAP machine, we accept no liability for power failure or the provision of inadequate power to run such a machine.

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

8.1 If the boat is involved in an accident of any nature, the Hirer must immediately contact Mandurah Houseboats and complete an Accident Report form (this can be found on board the vessel in the Boat Manual) and ask any other party involved to complete the same form. The Hirer must not ask for any repairs to be carried out without Mandurah Houseboats' agreement.

## **9. EMBARKATION/DISEMBARKATION, TUITION, CRUISING ROUTE, NAVIGATIONAL RESTRICTIONS AND TECHNICAL ASSISTANCE**

9.1 Boat embarkation times start from 08:00hrs (8am) on your start day and disembarkation must be no later than 15:00hrs (3pm) on the final day of your hire.

9.2 Arrival times are carefully scheduled by our office with you to allow time for your boat tuition before commencing your holiday. The full tuition takes approximately one hour to complete. Failure to arrive on time may mean that your tuition time and thus your embarkation time may be pushed back to a later time.



9.3 The 15:00hrs (3pm) return time must be strictly adhered to. Late returns may attract a fee.

9.4 For late afternoon arrivals we reserve the right to defer tuitions until the following morning (to ensure that houseboats are moored by sunset), in which case the houseboat may need to remain at its base until the following morning.

9.5 At the start of your cruise you will receive detailed information about our cruising grounds, clearly stating which waterways are navigable and which are prohibited or restricted.

9.6 Every houseboat is equipped with a GPS unit that clearly shows the routes to be taken between accessible parts of the boat's cruising grounds.

9.7 Mandurah Houseboats will advise on any specific routes which are prohibited or restricted in those cruising grounds. Customers who require assistance (towing/haulage) as a result of cruising in prohibited/restricted areas will incur charges to cover the costs of the provision of the assistance.

9.8 Mandurah Houseboats operates a breakdown service 24 hours a day every day of the week. We will endeavour to attend and repair a breakdown or technical incident as quickly as possible. The Hirer will have no claim against Mandurah Houseboats for any failure caused by the Hirer including but not limited to grounding, and in such instances the company will reserve the right to recover from the Hirer the expenses incurred in rectifying the matter.

9.9 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. No claim may be instituted against Mandurah Houseboats regarding a technical problem which was not reported by the Hirer during the cruise.

## **10. BOAT DESCRIPTIONS AND FLEET AVAILABILITY**

Boat layout plans, specifications and illustrations in our brochure and on our website are for general guidance. Some models may have minor variations. Fleet availability and houseboat models/layouts are correct at time of going to press but may be subject to change without notice.

## **11. RETURN OF THE BOAT / CLEANING SERVICE**

11.1 The boat must be returned by 15:00hrs (3pm) on your final day at the correct location.

11.2 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 houseboat until such a time as it is returned to its mooring in either Mandurah Ocean Marina or at the company's Ravenswood base.

11.3 The boat must be returned in a reasonably clean state with all rubbish neatly bagged up and all crockery and utensils cleaned and re-stored. Crab nets and ropes should be neatly stowed with all bait removed. Chairs and Eskys should be inside. If the boat is left in an unsatisfactory condition, an additional cleaning fee will be charged to the hirer.

## **12. FUEL**

12.1 At the start of your cruise your houseboat will have a full tank of fuel. On return Mandurah Houseboats will advise you of the amount of fuel used during your hire as soon as reasonably possible. The cost of your fuel will be paid for using the same credit card that was used to arrange the security bond. The petrol will be charged at the price rate displayed in our offices.

## **13. COMPLAINTS**

13.1 If you have a complaint that arises while embarking on your boat such as cleanliness, missing inventory, linen or any other item, please notify our staff before you depart. In such cases, we will endeavour to help you immediately.



13.2 If you have a complaint whilst you are on holiday, please inform us immediately so that remedial action can be taken. Please note that if you do have any reason to complain, you must complain as soon as reasonably possible to any member of Mandurah Houseboats' staff who will do everything reasonably possible to resolve the problem. Failure to take these steps and give us an opportunity to make things right at the time may significantly affect your ability to seek compensation later.

#### **CONTACT US**

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