



Terms and Conditions

Hire Agreement made **BETWEEN**

FIRST NAME

SURNAME

STREET ADDRESS

SUBURB

POSTCODE

LICENSE

EXPIRY

DOB

PHONE

Referred herein as “You”, “Your” and similar grammatical forms;

AND

Perpetual Education Group Pty Ltd T/as Melbourne Jet Ski Hire

ACN: 624 266 422, of 226A Swan Street, Cremorne VIC 3121.

Referred herein as ‘*the COMPANY*’, “you”, “your” and similar grammatical expressions.

BACKGROUND TO THIS HIRE AGREEMENT.

This Hire Agreement outlines the formal relationship between you and Perpetual Education Group Pty Ltd T/as Melbourne Jet Ski Hire ACN: 624 266 422. Please ensure that you read it carefully. These documents contain details specific to you and the Jet Ski that you are hiring and also outlines your legal responsibilities together with the terms and conditions that you have agreed to during the Hire Period. If you do not understand any of the terms and



conditions outlined in this Hire Agreement, it is advised that you obtain independent legal and financial advice before signing this Hire Agreement.

Each PWC undergoes a regular general maintenance and safety check. By signing this Hire Agreement you acknowledge and agree that the Vehicle has left our premises in good working order with correct levels of oil and in sound and reasonable safe working order. It is your responsibility to thoroughly check the PWC prior to hiring and launching in the water.

By signing this Hire Agreement you confirm that you have read and understood the terms and conditions and have had the opportunity to obtain independent legal and financial advice before signing it.

The parties agree as follows:

1. In these Terms and Conditions:

“Authorised Operator” means a person who meets the conditions contained in this Hire Agreement. Any reference to the Authorised Operator throughout this Hire Agreement is a reference to that person or those persons who sign this Hire Agreement and have been approved by us to operate the PWC.

“Damage” includes Any accident or damage to the PWC includes:

Any accident that the PWC is involved in that may result in damage to the PWC, a third party vehicle, person(s) and/or property;

Any incident that requires Police attendance and/or intervention (even if no damage is occasioned to the PWC);

Damage to any trailer supplied, or any blowout or puncture which happens to any tyre on any trailer;

Any act of vandalism or malicious damage to the PWC, by whomsoever it is caused and whether caused by known or unknown persons.

Any damage to or loss of proper operation of safety lights, trailer tail lights, indicator lights that renders the PWC defective, un-roadworthy or un-seaworthy in accordance with the relevant law of the particular State or Territory in which the PWC is located;

“Security Bond Payment” is the payment as specified by us in Section 2 and required to be paid prior to collection of the keys and PWC.

“Emergency Contact” means the person and/or telephone number provided to you at the time you collect the PWC and specified in Section 2 of the Hire Agreement.

“Hire Period” means the period of time commencing at the time and date and ending at the time and date as set out Section 2 of this Rental Agreement.

”PFD” means a personal floatation device which complies with Australian Standard AS 4758:1:2015.

“PWC” means the Jet Ski or personal watercraft set out in Section 2 of this Hire Agreement.

”The Company”, “We”, “Us” or “Our” is a reference to Perpetual Education Group Pty Ltd Melbourne Jet Ski Hire ACN: 624 266 422 of 226A Swan Street, Cremorne VIC 3121.

“You” and “Your” is a reference to the person who signs this Hire Agreement and whose details appear in Section 2 of this Hire Agreement. You contract for yourself and as agent of any authorised operator. You are primarily responsible for the PWC, and you are deemed the Authorised Operator in respect of any charges or liability arising as a result of a breach of the terms of this Hire Agreement. When more than one person hires the PWC the expression “you” is to be read in the plural and includes all such persons, whose obligations under this Hire Agreement are joint and several.

2. YOUR RESPONSIBILITY TO INSPECT AND TAKE CARE GIVEN THE EXISTENCE OF AN OBVIOUS RISK

You acknowledge that;

- 2.1 You have carefully sight inspected the PWC and agree that the PWC listed on in the schedule hereto as being suitable for the purpose for which it is hired, and that any additional leisure equipment or PFDs which are additional to the PWC are in suitable and acceptable condition; that you will maintain both the PWC, PFDs and additional equipment in a safe, thorough and sensible condition while in your custody.

- 2.2 In entering into this Agreement with us, you are proposing to undertake a dangerous recreational activity (“activity”) which involves a significant risk of physical harm.
- 2.3 You are aware that you or someone else may be injured during your engagement in or performance of the Activity.
- 2.4 You are aware that your personal property may be lost, damaged or destroyed during your engagement in or performance of the Activity.
- 2.5 You are aware that other people may cause your injury or may damage your property during your engagement in or performance of the Activity.
- 2.6 You are aware that you may cause injury to other persons or damage their property in performing the Activity.
- 2.7 You are aware that the natural conditions in which the Activity is conducted may vary without warning.
- 2.8 You are aware of the dangers associated with the consumption of alcohol, mind altering substance, drug or other substance which may impair your judgment or physical ability or capacity to safely participate in the Activity and accept full responsibility for any injury, loss or damage associated with my consumption of alcohol, mind altering substance, drug or other substance which impairs my judgment, physical ability or capacity to safely participate in the Activity.
- 2.9 You have been warned of the Risks of the Activity.

3. AUTHORISED OPERATOR

- 3.1 Only persons who meet the criteria listed in this clause, who have been accepted in writing by us as an Authorised Operator are entitled to operate the PWC. By signing this Hire Agreement, you are declaring that you and any other Authorised Operator meet the following criteria and requirements:

- 3.1.1. You (and if more than one person, each of you) hold a current Driver's Licence that legally allows that person to drive the Vehicle in the relevant Australian State or Territory.
- 3.1.2. You (and if more than one person, each of you) have not had any driving related convictions in the last 3 years.
- 3.1.3. You (and if more than one person, each of you) will not be, while driving the Vehicle under the influence of or affected by drugs or alcohol.
Notwithstanding and without limitation to the generality of this section, for the purposes this clause a person is under the influence if: their blood alcohol level is in excess of the legal limits of the particular Australian State or Territory in which the PWC is being driven; they have taken prescription medication which is medically regarded, recognised or accepted as medication which is unsuitable to ingest while driving or which may affect the person's ability or capacity to drive a vehicle or they have consumed or are under the influence of illegal drugs as deemed by Australia Federal State or Territory law;
- 3.1.4. You (and if more than one person, each of you) are over the age stated in Section 2 of this Hire Agreement, and have held a unrestricted Boat and PWC Licence for a period of at least 1 year immediately prior to the commencement of the Hire Period.
- 3.1.5. In the 3 years preceding the commencement of the Hire Period, You (and if more than one person, each of you) have not been refused motor vehicle or boat/PWC insurance or had their vehicle or Boat/PWC insurance policy cancelled for any reason whatsoever.

4. GENERAL MAINTENANCE AND SECURITY

- 4.1 You must upon discovery bring to our attention any damage to the PWC or any PFDs
- 4.2 You shall ensure that:

- 4.3.1. The engine oils and engine cooling system fluids if any are maintained at a suitable level in accordance with the PWC manufacturer's specifications (a copy of which is supplied with the hire);
- 4.3.2. The PWC is refueled upon indication of the fuel running low via the 'fuel low indicator' that appears on the PWC's display panel. The PWC should be refueled using premium unleaded petrol (PULP 98 Octane) unless otherwise specified in Section 2 of the Hire Agreement.
- 4.3.3. The PWC and trailer is kept locked at all times when not in use and that the keys and any electronic ignition devices are kept in your possession and under your personal control at all times.

5. ACCEPTABLE PWC USE AND CONDITIONS

- 5.1 You are only permitted to operate the PWC on suitable water inlets, bays, rivers, lakes and water parks within the State of Victoria (or as otherwise authorised in Section 2 of this Hire Agreement) providing the PWC is not driven:
 - 5.1.1. On private property where you do not have permission to enter;
 - 5.1.2. In a National Park and other government land region where you do not have permission to enter; or
 - 5.1.3. On a construction or water site whereof any kind of maintenance or obstructing work may interfere with upholding the safety or legal obligations of this Hire Agreement or the laws of the State of Victoria;
- 5.2 You are not permitted to use the PWC for the purposes of or associated with any media, film, photograph or advertisement without our express prior written consent.
- 5.3 If you wish to take the PWC outside of Victoria, you must first obtain our express prior written consent.

6. PROPER PWC USE

- 6.1 The PWC must only be operated in accordance with the terms of this clause. It is important that you adhere to the requirements of this clause for your safety, that of your passengers and the safety of the PWC.
- 6.2 You and any other Authorised Operator must, at all times ensure that:
 - 6.2.1. The PWC does not carry more passengers than may be properly accommodated by the weight restraints provided in the PWC, or carry a greater load than that for which the PWC was designed;
 - 6.2.2. All persons on the PWC will at all times wear an approved and legally compliant PFD as required by the laws in the State of Victoria.
 - 6.2.3. The PWC is not used to tow or push anything other than in circumstances where you have sought our express written consent.
 - 6.2.4. The PWC is not used to carry or transport any property which is incorrectly loaded or secured or is in excess of the load limits recommended by the PWC's manufacturer;
 - 6.2.5. The PWC is not used for any illegal purpose, race, contest or performance test of any kind;
 - 6.2.6. The PWC is not used at excessive speeds, over-revved or in contravention of any law within the State or Territory in which the PWC is being operated;
 - 6.2.7. The PWC is not operated under the influence of alcohol, drugs, or with a blood alcohol content that exceeds the legal limit in the State or Territory in which the PWC is being operated;
 - 6.2.8. The PWC is not used to carry any flammable, explosive or corrosive material;
 - 6.2.9. The PWC is not used to carry passengers for payment of any kind;
 - 6.2.10. The PWC must not be used in contravention of any law.

- 6.2.11. That any tolls, permits and other licenses required for driving in any areas are obtained and paid prior to driving in those areas;
- 6.2.12. No person smokes in or on the PWC at any time. The Authorised Operator will be liable to pay for any damage caused and/or dry cleaning required due to smoking on the PWC.
- 6.2.13. No food or liquid is consumed on the PWC at any time or carried on the PWC when not in a properly sealed container. The Authorised Operator will be liable to pay for any damage caused and/or dry cleaning required due to food, liquid or other product affecting the PWC or its components.
- 6.2.14. The PWC is returned after the Hire Period to us in good working order and repair with due allowance for normal wear and tear.
- 6.2.15. No wedding ribbons or similar embellishment is attached to the PWC without our express prior written consent.

7. SPEEDING & IRRESPONSIBLE OPERATION

- 7.1 You must not engage in:
- 7.1.1 Excessive speeding,
 - 7.1.2 Competition or racing events,
 - 7.1.3 Unsafe, inappropriate, aggressive or extreme driving;
 - 7.1.4 Any illegal activity,
 - 7.1.5 Any contravention of any law within the State or Territory in which the PWC is being Operated.

- 7.2 You authorise us to immediately terminate the hire if there is an indication that the PWC is being used in a manner which in our reasonable opinion is contrary to any provision of clause 7.1.
- 7.3 You agree that, if you breach this clause 7, we may immediately terminate the hiring and immediately remove the PWC from your possession, and you agree that you will reimburse us for our reasonable costs of so doing, and of for our reasonable costs in checking the PWC for any damage which your intentional or negligent misuse might have occasioned.

8. ACCIDENTS AND/OR PWC AND TRAILER DAMAGE

- 8.1 You must immediately notify us, and necessary emergency authorities, including but not limited to Police/ Ambulance/ Fire Brigade, of any accident involving the PWC or damage to any PFD or any other equipment supplied which is ancillary to a PWC, including but not limited to any vehicles. If this occurs outside of normal office hours, you must telephone the Emergency Contact provided on this agreement.
- 8.2 If you did not witness the damage, the damage must be reported immediately to us and to the Police upon its discovery;
- 8.3 The Emergency Contact will advise you of what action you should take in the event of accident or damage.
- 8.4 You **MUST NOT**, and no person may on your behalf, under any circumstances, accept liability or make any admissions in respect of liability in respect of any incident whatsoever without our written consent.
- 8.5 You must complete and sign an Accident/Damage Report Form within 24 hours of any damage occurring.
- 8.6 You must immediately forward to us any correspondence or communications of any nature from other parties associated with an accident or incident.
- 8.7 You must, in the event of any damage, provide us within a reasonable time any statement information or assistance which we or our insurer may reasonably require.

You must at our reasonable request attend at a lawyer's office and at Court to give evidence or make a statement, oral or otherwise, as often as we reasonably require.

9. OUR LIABILITY

9.1 We are not liable to any person, and you indemnify us, for any loss of, or damage to, any property:

9.1.1 Stolen from the PWC or otherwise lost during the Hire Period; or

9.1.2 Left in the PWC or its contents and compartments after conclusion of the hire period.

10. DAMAGE LIABILITY FEE AND TERMINATION

10.1 You must pay us a damage liability fee if you

10.1.1 Damage the PWC or any associated equipment, or

10.1.2 Suffer the PWC to become damaged during the period of your hiring,

10.1.3 Suffer a situation to eventuate whereby repairs are needed to any part of the PWC and/or trailer and its fittings.

10.1.4. Suffer a situation to eventuate whereby we incur fees associated with towing, PWC recovery and/or storage.

10.1.5. Suffer a situation to eventuate whereby Damage is caused to third parties or their property by the PWC.

10.1.6. Suffer a situation to eventuate whereby Mechanical repairs are required for the PWC due to a breach or non-adherence of your obligations under this Hire Agreement.

10.1.7. Suffer a situation to eventuate whereby we incur Administrative and legal costs of any kind associated or resulting from the PWC having to be repaired or serviced.

10.1.8. Suffer a situation to eventuate whereby we incur any costs in respect of repairs to Damage associated with the theft of the PWC.

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10.1.9. Suffer a situation to eventuate whereby we incur any costs or losses in respect of our having to repair or service the PWC due to the misuse of the PWC during the hire period in breach of this Hire Agreement.

10.1.10. Suffer a situation to eventuate whereby we suffer loss or damage due to repairs or maintenance we may reasonably feel is necessary as a result of the misuse of the PWC during the Hire Period in breach of this Hire Agreement.

10.1.11 Suffer costs damage or Fees associated with the PWC being impounded;

10.2 The damage liability fee referred to in the last preceding clause, is the total of:

10.2.1 The reasonable costs of maintenance and repairs; and

10.2.2 Reasonable associated administrative costs; and

10.2.3 An allowance for loss of use which is calculated by multiplying the daily hire rate as set out in this Hire Agreement by the number of days the PWC is unable to be hired by another individual or entity;

10.2.4 legal fees on an indemnity basis reasonably necessarily incurred as a result of your breach;

10.2.5 together with

10.2.6 Any other loss, damage or costs incurred by us due to your breach of this Hire Agreement or non-payment by you of any amounts due to us in accordance with the terms of this Hire Agreement.

10.3 You irrevocably authorise us to charge your credit card and/or charge account and/or deduct from your Security Bond Payment the Damage Liability Fee and any other loss or damage including administration costs, and other expenses suffered by us and further acknowledge that the Damage Liability Fee may be in excess of the Bond Guarantee Payment.

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- 10.4 We may terminate this Hire Agreement without notice if we reasonably believe that you may not be able to satisfactorily discharge your obligations or pay all amounts payable pursuant to the terms of this Hire Agreement, including any Damage Liability Fee which in our reasonable opinion is likely to arise.

11. PAYMENT OBLIGATIONS AND DISPUTE RESOLUTION

- 11.1 You irrevocably authorise us to charge all moneys due and payable to us under this Hire Agreement to your credit card and/or charge account and/or to deduct that amount from your Security Bond Payment.
- 11.2 We will refund, within 10 business days, any refund due to you by such method as we may reasonably choose. Please note that in the event of theft, fire or any damage, refunds may take up to 12 weeks to be reviewed and processed.
- 11.3 We must give you notice of any amount we intend to charge (“notice of claim”) you at least 24 hours before charging your credit card. We may do this by text message or by email; by posting to any social media platform of which you are a member, or by Letter.
- 11.4 If you fail to pay any money due as stated in a notice of claim or otherwise under or in connection with this Hire Agreement within 14 days of the date by which you were required to pay the money - you must also pay to us interest at the rate of \$1 per \$1000 or part per day which is owing by you to us from time to time, from the expiry of 14 days after the date on which you were required to pay the money due to the date of payment; and pay to us on demand all money which we have paid to recover any moneys outstanding under this Hire Agreement and all other costs and expenses including without limitation of legal or financial costs and expenses that we have incurred on a full indemnity basis.
- 11.5 This Agreement takes effect, is governed by and shall be construed in accordance with the laws from time to time in force in the State of Victoria
- 11.6 In the event that any disagreement or dispute arises out of this Agreement, or with respect to any amount that we have claimed in a notice of claim, or the interpretation, validity or enforcement of this agreement, (“dispute”) the party maintaining a dispute must give notice in writing (printed on paper) (“notice of dispute”) to the other, posted to the address notified in this Agreement.

- 11.7 In the event that such dispute is not resolved within seven days after the notice of dispute is received, then both parties hereby consent and agree that the dispute shall be finally and conclusively settled in a binding arbitration held in within 5km of the GPO Melbourne (or such other venue agreed to by the parties) under the then-existing UNCITRAL Rules of Arbitration.
- 11.8 The arbitration shall be conducted in the English language by a single arbitrator chosen in accordance with the UNCITRAL Rules who is skilled in the business matters of this nature. The costs of the arbitration shall be determined by the arbitrator, but in no event shall either party be required to give any security for costs. The arbitrator shall allow each party to conduct limited discovery regarding the dispute, including a complete exchange of all relevant documents and all documents which will be submitted at the hearing and oral depositions under oath or affirmation by all important witnesses. The arbitration shall be conducted and the decision rendered as soon as practical after the filing of an arbitration demand.
- 11.9 The decision of the arbitrator shall be final and shall be fully enforceable in any jurisdiction where the non-prevailing party has assets. Notwithstanding the foregoing agreement to arbitrate disputes, either party shall have the right to request that a court of competent jurisdiction issue a temporary restraining order or a temporary injunction or similar equitable relief in order to protect a party from any immediate or irreparable harm or damage which may occur pending the final decision of the arbitrator.
- 11.10 The parties agree that this Paragraph on arbitration constitutes a fair, reasonable and equitable manner of resolving dispute and does not unfairly disadvantage or prejudice either party.

12. PWC CONDITION, TYRE, WHEEL AND TRAILER LIABILITIES

- 12.1 We will provide the PWC in clean and tidy condition for your convenience.
- 12.2 Due to the value of the PWC, you must maintain the PWC in an equally acceptable Condition.
- 12.3 Upon completion of your hire, you must return the PWC to us in the same condition save for any reasonable wear as at the commencement of the hiring period. You must reimburse us for cleaning if the PWC is, in our reasonable opinion, unreasonably dusty, sandy, muddy or excessively dirty. Minimum Detailing fee is set at \$100.00 with a maximum of \$250.00.

- 12.4 In the event that we reasonably decide that cleaning of the PWC is required, the level of such leaning is in our unfettered discretion to determine at what level the PWC needs to be detailed.
- 12.5 The trailer is supplied with a spare wheel and tools required for the changing of a wheel should a tyre become punctured during transit of the jet ski to the location of use. You are responsible for repairs or replacement of any tyre which becomes punctured or otherwise damaged during the period of this Hire Agreement.

13. RETURNING THE PWC

- 13.1 Upon completion of the Hire Period, you must return the PWC to us at our premises or in accordance with our reasonable direction.
- 13.2 You must return the PWC and any associated PFDs, trailers or other equipment, during normal office hours, unless arrangements have been made by you and agreed by us in writing prior to the expiry of the Rental Period. The PWC is not , and no PFD, trailer or other item of associated equipment is, regarded as returned to us unless: our employee has completed a Condition Report, and obtained your signature on that report; and all keys and security devices associated with the PWC or trailer (as the case may be) have been handed to us.
- 13.3 Under no circumstances, will any PWC, PFD, trailers or other item of equipment be regarded as returned if it is left at our premises (either outside the premises or on the premises) without our prior written consent.
- 13.4 You are responsible for ensuring that all equipment, parts and accessories associated with the PWC Hire Agreement are returned by the time and date specified in Section 2 of the Hire Agreement.
- 13.5 The PWC must be returned with the amount of fuel equal to that at the time of the rental. If the PWC is returned with less fuel the difference will be charged at a rate which may include a service component unless prior arrangements have been made and noted on Hire agreement.

SMOKING

14. You will not smoke, or suffer anyone else to smoke, in or on the PWC. You agree to pay the reasonable cost of deodorising the PWC trimming, or of repairing and damage to the hull as a result of a cigarette burn or stain, should the same result in any way for any reason during your period of hire and you agree that the sum of \$500.00 is a genuine pre-estimate of damage.

APPLICABLE LAW

- 15.1 To the fullest extent permitted by law, all terms, conditions and warranties which would otherwise be implied under consumer legislation are hereby expressly excluded.
- 15.2 If a provision of this Hire Agreement is void, illegal or unenforceable in any relevant jurisdiction, it is severed from this Agreement for the purposes of that jurisdiction. The remainder of this Deed has full force and effect and the validity and enforceability of that provision in any other jurisdiction is not affected.

16. HIRER ACKNOWLEDGEMENTS

- 16.1 You acknowledge that you are solely responsible for the safe and proper operation of the PWC; and for the safety and welfare of any persons who may reasonably become injured as a result (in whole or in part) of your actions.
- 16.2 You agree that no other person will operate the PWC without obtaining our prior express written consent.
- 16.3 You indemnify us in respect of any and all bodily injury and/or property damage caused in the event that a person other than yourself operates the PWC.
- 16.4 You agree that we may retain all or part of the security bond, (as set out in the statement of charges) and charge any damage liability fee to the credit card noted below, should you fail to return said PWC in as good condition, as when you hired it, or, for reimbursement of the cost of any PFDs or other items of equipment damaged, missing or broken.

NAME

CARD #

EXPIRY

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16.5 You agree that we shall not be held liable for:

16.5.1 Damages, inconvenience or time lost caused by accident, breakdown or malfunction of the PWC.

16.5.2 loss or damages to any of the **HIRER's or third party** personal property while carried in, or on, the hired PWC, including loss or damage caused by fire, water, theft or any cause whatsoever.

16.6 You will, In the event of malfunctions, breakdown, or if any defect is discovered after acceptance of the PWC immediately report same to us. **CONTINUED USE OF IT SHALL BE ENTIRELY AT THE HIRER'S RISK AND THUS HIRER ASSUMES ALL LIABILITIES OF INJURY AND DAMAGE TO ALL PERSONS AND PROPERTY, BE IT DIRECTLY INVOLVED OR THAT MAY BECOME INVOLVED BY ITS CONTINUED USE.**

16.7 We are the only party who can authorise repairs. Perpetual Education Group Pty Ltd T/as Melbourne Jet Ski Hire ACN: 624 266 422 reserves the right to have damages repaired by whomever they deem acceptable and capable.

17. OPTION

17.1 In consideration of you receiving a discount of 2% of the advertised price of the hiring of the PWC, you hereby grant us an option to require you to buy the PWC

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from us in the event that you cause damage to it, at the market price set out in the schedule of charges annexed to this agreement

- 17.2 The term of the option hereby granted is during the period of hire set out in this agreement and for 60 days thereafter.
- 17.3 To exercise the option, we must first reasonably form an opinion that the damage to the PWC or any associated equipment is greater than 10% of its pre-damage market value. Then, we must serve a Notice of Exercise on you at the address specified in this agreement in writing (on paper), which sets out the opinion and our reasons for holding it, before the option expires.
- 17.4 Upon our exercise of this option, you must pay us the market value of the PWC or any associated equipment within 7 days in cash or by bank cheque.
- 17.5 This clause 17 shall survive the termination or expiry of this agreement.
- 17.6 If you breach the option agreement, we must serve a Notice of Breach on you at the address specified in this agreement within 7 days of the breach.
- 17.7 Upon us duly giving notice to you of your breach of this agreement, you will be bound to buy and we will be bound to sell the PWC. The parties will execute and exchange counterparts of the Contract within 7 days of the day of notice being given of the breach.

Authorised Operator

Signature	
Date	