



Hopetoun Houseboat Hire Agreement of Hire

In consideration of the Hirer paying a fee to Hopetoun Houseboat Hire (“HHH”) and its due performance of all the other obligations of the Hirer provided by this deed, HHH hereby agrees to hire to the Hirer for the agreed term subject to the terms and conditions contained in this deed.

Conditions of Hire;

1. Houseboat hire commencement time is 3.00pm. The hire ends at 9.00am on the final day.
2. Vessels are to be moored as instructed by HHH during the hours of sunset and sunrise. Vessels must not be relocated during the said period.
3. Top rails and all gear are to be stowed during travel.
4. The Hirer must hold a current motor vehicle drivers license.
5. The Hirer shall keep the vessel and immediate surrounds clean and free of rubbish.
6. By executing this Deed the Hirer agrees to comply with all Department of Transport and other relevant regulations and indemnifies HHH against any breach of the said regulations.
7. The Hirer acknowledges that all advice given by HHH in connection with the hire is given in good faith and is based upon the best judgment of HHH and HHH shall not be liable for any loss incurred by the Hirer as a result or relying upon any such advice and the Hirer hereby acknowledges that any such advice shall not be construed as a warranty or guarantee with respect to, any matters referred to in such advice.
8. This Deed is personal to the Hirer and cannot be in whole or in part, voluntarily, involuntarily, directly or indirectly assigned, sub-divided, or otherwise transferred by the Hirer.
9. The Hirer shall indemnify HHH and keep HHH indemnified from and against all claims, losses and liabilities arising out of damage to property or injury or death of persons occasioned by or in connection with acts or omissions of the Hirer and all costs, fees and legal expenses in connection therewith. The Hirer further indemnifies HHH against any actions demands, claims, proceedings, judgments, cost and losses of any nature whatsoever which the Hirer may suffer or incur for whatever reason whether as to property or person as a result of neglect, act, default or omission by the Hirer or by any invitees of the Hirer.
10. Upon the occurrence of an event of default by the Hirer pursuant to this Deed, HHH is entitled to recover from the Hirer reasonable legal fees, cost and expenses on a solicitor and client basis incurred by HHH as a result of such default.
11. The Hirer shall give HHH prompt notice of any accident to or defects in or damage to the vessel of which the Hirer is aware.

12. The Hirer shall promptly make good to the satisfaction of HHH, or at the discretion of HHH, reimburse HHH for the cost of repair of any breakage to the vessel or to any other property caused by the Hirer.
13. This Deed is governed by and is to be interpreted in accordance with the laws of Western Australia and the parties agree to submit to the jurisdiction of the courts of Western Australia.
14. If any part of this Deed is, or becomes void or unenforceable, that is, or will be, severed from this Deed so that all parts that are not, or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.
15. The Hirer acknowledges and confirms that in having signed this Deed, the Hirer has carefully read the provisions of the Deed and understood them and has not relied upon inducement, statement, representation, offer or warranty made by HHH, their representatives, servants, employees, agents or any person purporting to act on the behalf of HHH other than set out herein.

EXECUTED AS A DEED

SIGNED BY;

On this day.....

Full Name.....

Address.....

Occupation.....

In the presence of.....

And signed on be half of Hopetoun Houseboat Hire.....

Houseboat Hire

Tariff..... Deposit..... Balance.....

Bond: \$400.00

5% surcharge on credit cards

Fuel consumption hours.....