



We strive to give you the best and safest experience when you hire an electric self-drive boat with us. To do this, we need some basic rules in place for you and your crew's safety and for Nauti Picnics. This way we can all have a perfect day on the river.

- **You are the skipper, you are responsible....for the boat and your crew**
- **Be over 20 years old to drive the boat**
- **Remain under the legal alcohol limit throughout the whole journey, 0.05%. No drugs permitted**
- **Boat can only carry 8 people - this include children and doggos**
- **Late return fees apply**
- **No smoking on board**
- **Cleaning fees apply**
- **Liable for up to \$1,000 insurance excess**
- **Leave no trace policy**
- **Cancellation and rescheduling prior to reservation time is 48-24 hours**

This document records the Hire Terms and Conditions on which Nauti Picnics agrees to hire a Boat to the Customer.

Nauti Picnics may in its absolute discretion decline to hire any Boat to a Customer.

Nauti may at any time vary these terms and conditions without notice, so please check back again. Variations to these terms and conditions will only apply to hire agreements entered into after the variations occurred.

1. Nauti will ensure that a Boat is clean and in good working order at the start of the Hire Period. Nauti will also supply personal floatation devices for each Participant.
Title in a Boat remains with Nauti at all times during the Hire Period.
Risk in a Boat lies with the Customer at all times from Commencement until the end of the Hire Period
2. The Customer needs to satisfy itself at the Commencement that a Boat is suitable for its purposes. Supply its own food, beverages, sun protection and other comfort items for the duration of the Hire Period
The Customer must: prepay the Hire Charge prior to Commencement
3. The Customer must Nominate a Skipper at the commencement of the hire period who must be at least 20 years or over, physically capable of operating the Boat and who must not be under the influence of drugs or have alcohol present in his/her system at any time during the Hire Period in excess of 0.05% blood alcohol content. Nauti reserves the right to refuse to hire a Boat to a Customer where the nominated Skipper is not present at the commencement of the Hire Period, or where the nominated Skipper displays signs of being intoxicated, under the influence of drugs, fails to comply with the instructions or directions of Nauti or in Nauti's total discretion, is unsuitable to operate the Boat.



4. All passengers and Skipper needs to participated in the Safety Induction, and that each Participant at all times:
 - (a) can swim sufficiently so as to save their own life in the event of a capsized or falling overboard;
 - (b) is not under the influence of illegal drugs and has not consumed excessive alcohol (i.e. not more than 0.05% blood alcohol content);
 - (c) behaves in a safe and responsible manner and in accordance with the instructions, rules and directions of Nauti and all laws;
 - (d) does not engage in excessively loud or offensive behaviour;
 - (e) wears their allocated personal flotation device (not by law if over 12 years old);
 - (f) does not litter (including throwing rubbish or liquids overboard) or damage the Boat or any third party property;
 - (g) does not swim or alight the Boat into the water;
 - (h) does not attempt to fish from the Boat or interfere with any flora or fauna (in particular, aquatic life); and/or
 - (i) does not behave in any manner which in Nauti's opinion, is not safe or appropriate.Nauti reserves the right to refuse to hire a Boat to a Customer and/or allow any Participant to use a Boat in its total discretion and may cancel a booking or require the early return of a Boat or exclusion of a Participant where a Customer or Participant does not comply with these terms and conditions.

5. The Customer must operate the Boat safely, strictly in accordance with the law, only for its intended use, and in accordance with any instructions provided by Nauti. Indemnify Nauti for all injury and/or damage caused or contributed to by the Customer or any Participant to the Boat, any persons and any property. Conduct a thorough damage, hazard and risk assessment before using a Boat and comply with all Occupational Health and Safety laws relating to the Boat and its operation. The Customer must notify Nauti prior to using the Boat of any apparent damage, defects, hazards or risks identified with the Boat, or otherwise it will be deemed that the Boat is in good working order and without damage

6. Safely secure all items brought onto the Boat or in the possession of any Participant, and indemnify Nauti in respect of any loss, injury and/or damage caused by items falling from the Boat or sustaining damage (including water damage).



7. In case of recklessness, negligence and/or non-fulfilment of any directions of Nauti Picnics, the customer may be held responsible for any subsequent damage without Nauti engaging own insurance.
Immediately report and provide full details to Nauti as soon as any accident or damage occurs in respect of a Boat.

The Customer must NOT:

- (a) Tamper with, damage or attempt to repair a Boat;
- (b) Lose or part with possession of a Boat;
- (c) Rely upon any representation relating to a Boat or its operation other than those contained in these terms and conditions or provided by Nauti in writing;
- (d) Allow any person to operate the Boat if the person is affected by drugs and/or alcohol or under the age of 20;
- (e) Exceed the recommended or legal load and capacity limits of the Boat;
- (f) Use or carry any illegal, prohibited or dangerous substance in or on a Boat; and
- (g) exceed the recommended or legal speed limit of the Boat.

8. Please Return the Boat to Nauti in a clean state and good working order. In the event a Boat is not returned clean and in good working order, Nauti may charge and the Customer must pay for all cleaning and repair costs incurred by Nauti. The cost of this will be deducted from the credit card given at the time of hire and a tax invoice will be forwarded to the Customer.

Without limiting the ability of Nauti to recover all amounts owing to it, the Customer authorises Nauti to charge any amounts owing by the Customer (including but not limited to the Hire Charge) to any credit card or bank account details of which are provided to Nauti.

9. The Customer authorises Nauti to deduct the Additional Hire Charges from the Customer's nominated credit card or account details as soon as the Customer exceeds the Hire Period. The Customer acknowledges and agrees that the Additional Hire Charges are significantly higher than the Hire Charges and the Customer accepts these higher rates where the Customer has not extended its Hire Period with the prior agreement of Nauti in writing. \$50 for every 15min late.

Immediately on request by Nauti, the Customer will pay the current retail price of any a Boat as advised by Nauti which is for whatever reason not returned to Nauti, or returned in a state where the boat is inoperable and Nauti is in loss of none hire option.

The Customer is responsible for loss or damage caused to the Boat or any other equipment supplied by Nauti; all costs incurred in cleaning a Boat; any fines, penalties, levies or charges payable in respect of these terms and conditions or arising from the Customer's use of a Boat; all costs incurred by Nauti in recovering possession of a Boat or items lost overboard; a late payment fee calculated daily at 3% per month on all amounts owing by the Customer not paid on time; and any Additional Hire Charges; the cost of items provided by Nauti and not returned by the Customer; any expenses and legal costs incurred by Nauti in enforcing these terms and conditions due to the Customers default. The Customer must, immediately on demand from Nauti, pay Nauti for any Claims, costs, expenses, loss, damage, fees, fines or other monetary amounts incurred or suffered by



Nauti as a result of the Customer's default under this clause and/or under any other provision of these terms and conditions.

10. Where cancellation notice is provided more than 48 hours prior to reservation time, Nauti Picnics will refund the hire charge less a \$10 transaction fee. Cancellations notice provided 48- 24 hours prior to reservation time will result in a credit of the hire charges to use towards future bookings. Rescheduling within 24 hours is not permitted. A no-show 15 minutes after scheduled departure has commenced shall result in full rental payment, unless notice has been given to Nauti Picnics prior. No extension of hire is permitted if customer is running late
11. The Customer's rights to sue Nauti in relation to the hire and use of the Boat, if the Boat hire or associated services were not provided in accordance with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill, are excluded or alternatively limited to a refund of the cost of the Hire Charge; and The Customer releases Nauti from all liability for a failure to comply with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill, in so far as the Boat hire results in the death or injury of the Customer or any Participant, but not including significant personal injury caused by Nauti's reckless conduct.

In addition to any other releases, exclusions and warranties set out in these terms and conditions or the Risk Waiver, to the full extent permitted by law, the Customer (including its heirs, successors, executors, administrators, agents, employees, contractors and assigns) agree to waive, release and indemnify Nauti in respect of any losses, damages, claims, injuries, liabilities, costs, charges or expenses whatsoever in connection, directly or indirectly, with the hire of the Boat, including without limitation those arising under statute, tort, contract, common law or equity (including for Nauti's negligence). The Customer acknowledges that it does not have to agree to exclude, restrict or modify or waive its rights against, or release Nauti, however Nauti may refuse to allow the Customer to hire the Boat.

The Customer indemnifies and holds Nauti harmless to the full extent permitted by law for any Claim, Loss or damage whatsoever arising in connection with the hire of a Boat to the Customer or these terms and conditions, including any third party Claims. Nauti's liability under this agreement is limited to the Hire Charge and Nauti is not liable for any indirect or consequential loss (including loss of profit or opportunity).

The Customer indemnifies Nauti for any Claims, damages, costs or Loss resulting from a breach by the Customer of any provision of these terms and condition.

Please contact us on ahoy@nautipicnics.com.au if you have any concerns.

Perth, Western Australia 2020

