



## PRE-HIRE SAFETY BRIEFING

1. The nominated skipper is responsible for the **safe operation of the hire boat** at all times.
2. The nominated skipper is to ensure the Hire boat is operated in **accordance with requirements in the Safe Operation Manual** provided.
3. The nominated skipper must operate the Hire boat within the **limits of the hire area** at all times.
4. The nominated skipper is to ensure the Hire boat remains within a specified safe anchorage or immediately **proceeds to the nearest specified safe anchorage** if winds speeds in the operating area exceed 25 knots.
5. The nominated skipper must operate the Hire boat at a **safe speed that is appropriate to the conditions** encountered.
6. The nominated skipper must **pass other vessels and identified navigation hazards at a safe distance** to avoid the risk of a close-quarters situation.
7. There are **navigational hazards** within the Hire boat geographical operational area. Please refer to the onboard GPS mapping system or laminated chart which will indicate shallow waters, rocks, reefs and other navigational hazards.
8. Please ensure you are familiar with the **current tide times** for the area that you will be operating within. A current tide chart is in the Hirer's Safety Operation Manual, or search Lucinda tide times on your phone.
9. The **life jackets** and other safety equipment aboard are provided for everyone's personal safety. The nominated skipper is to **ensure passengers are notified** accordingly. A life jacket is provided for each person on board and these are located in the nominated storage compartment indicated by signage on each vessel. Lifejacket instructions are available on each of the life jackets. You should familiarise yourself with it.
10. It is a condition that all persons under the age of 12 years must be directly supervised by an adult at all times. In addition, **all persons under the age of 12 years must wear a PFD Type 1 at all times** while the Hire boat is underway. The nominated **skipper is responsible for ensuring PFDs are worn** in accordance with this requirement
11. The nominated skipper is to ensure the Hire boat **stays clear of other vessels while underway** and remember that operators of passive craft (**surf skis, sail boards etc**) and **vessels under sail have right of way** over powered craft.
12. The nominated skipper must take timely and appropriate **measures at all times to help avoid an accident** regardless of the circumstances or who has right of way.
13. The nominated skipper is to **proceed at a safe speed and maintain a safe distance from other vessels** or persons in the water at all times when navigating the vessel in confined waters or narrow channels.
14. The nominated skipper is advised of his/her responsibility under **marine safety law to formally report any marine incident**. In addition, the nominated skipper must make radio contact with the base station at the earliest opportunity in the event that a participant sustains an injury or the Hire boat suffers a mechanical failure or is involved in an incident, accident or emergency situation.
15. The nominated skipper must **contact the base station at the earliest opportunity if the Hire boat is unable to be returned at the specified time** as per the Hire agreement.
16. **Emergency plans have been provided for a safe and coordinated response** in the unlikely event of an emergency situation. The nominated skipper is responsible for managing any emergency situation and maintaining communications with the base station during the event. Other persons must follow the directions of the nominated skipper in an emergency situation.
17. **This is crocodile country**. Be croc wise. Keep arms & legs within the boat, do not wade through water, or deliberately splash.
18. The nominated **skipper and participants have completed a vessel familiarisation** to point out the location of:
  - The vessels **lifesaving equipment**:  
Fire extinguisher, Bailer bucket and bilge pump, Paddles ;
  - Other safety information: Safety grab bag located in aft port locker / front storage locker contains the following:  
First aid kit, Compass, 2x red, 2x orange flares, Torch, V sheet, Rescue throw bag
  - The Hire boat's "Safe Operation Manual";



## NOMINATED SKIPPER COMPETENCY ASSESSMENT

1. The nominated skipper has provided a copy of a **current recreational marine licence** if required, or suitable **identification** for unlicensed vessel.
2. The nominated skipper understands his/her obligation to confine the Hire boats operation to within the geographical boundaries shown on the provided chart.
3. The nominated skipper understands the correct use of the VHF radio and can use the VHF in the following circumstances:
  - - Calls for assistance in the event of an equipment or machinery failure, should you do not have mobile phone signal;
  - - Emergency situations
4. The skipper understands the correct start-up and shut-down procedure for the Hire boats engine.
5. The nominated skipper understands the safety reasons for anchoring the vessel prior to sunset on each day.
6. The nominated skipper understands all wake, ski, skurf tow rope style of activities are strictly prohibited.
7. The nominated skipper has sufficient knowledge of the Hire boats lifesaving, firefighting and other safety equipment and the ability to quickly access relevant information via information displayed throughout the Hire boat and within its safe operation manual.
8. The nominated skipper has sufficient knowledge of the emergency plans and the ability to quickly reference this information in the hire boats safe operation manual.
9. The nominated skipper understands his obligation to report any incidents, accidents or emergency situations.

## HIRE AGREEMENT TERMS & CONDITIONS

### The hirer or nominated skipper agrees:

- ↔ The vessel will only be operated in areas specified in the Operations Manual.
- ↔ When required, vessels must be controlled at all times by the holder of a current, valid boat licence.
- ↔ All wake, ski, skurf style of activities are strictly prohibited, and not covered by insurance under any circumstances.
- ↔ All QLD and other Australian State Marine Licensing rules apply where appropriate.
- ↔ You agree that in using the boat;
  - You will use the boat for recreational sightseeing or fishing during daylight hours and for no other purpose.
  - You will use the boat in smooth and partially smooth waters in the Hire Area only and will launch and retrieve at public boat ramps, securing the trailer and parking in designated parking.
  - You are restricted to sheltered smooth waters to operate in (creeks), once weather conditions exceed 25 knots, and only if safe to do so.

### The hirer will:

- ↔ Pay all charges as set out overleaf together with all other charges which may be levied or made pursuant to the conditions hereof.
- ↔ A fee of \$30 per hour, or part there of will be deducted for late return of the boat and trailer.
- ↔ Not drive the vessel nor allow other hirers/nominated skipper to drive the vessel whilst under the influence of alcohol or drugs, or with blood alcohol content in excess of any statutory limit.
- ↔ Not allow any other person to control the vessel unless listed on the hire agreement.
- ↔ The Hirer is responsible for all occupants and their actions.

- Report any accident to the nearest police station and Hinchinbrook Hire Boats immediately.

**The hirer is aware that:**

1. Accidental damage insurance only covers the loss and damage to the vessel during the period of hire and does not cover the loss or damage:
  - to personal items
  - due to negligence or criminal action by the hirer
  - resulting from overloading, speeding, overheating, seizure or misuse of the vessel
  - when the vessel is overdue for return
  - arising from more than one accident or event; and
  - If at any time the driver of the vessel is not an authorised person under this hire contract
  - operating the vessel outside the designated areas of operation.
2. Accidental damage does not cover the first \$250 of damage, which will be the hirer's responsibility. Security bond preauthorization of \$250 will be required prior to departure. The bond will be refunded so long as no damage occurred to the boat during the hire period and the boat is returned refueled. Hirers with walk on walk off service do not require refueling of the vessel. Where damages occur, charges of up to \$1,000 may apply to cover an insurance claim.
3. The Hirer agrees to pay Hinchinbrook Hire Boats the cost of repair or replacement of any loss or damage, howsoever caused, which is not covered by insurance, due to any breach by the hirer.
4. Wild Hinchinbrook Adventures shall not be responsible for any fines incurred or any breaches of state regulations in respect to the vessel whilst it is under the control or custody of the Hirer, or during the continuance of the term of the hire.
5. The Hirer is to abide by all Maritime Authority, Marine & Environmental Legislation including fishing zones and licences where applicable.
6. The Hirer acknowledges and accepts that the use and operation of the vessel is subject to inherent risks and dangers. The Hirer accepts those risks and agrees to indemnify Hinchinbrook Hire Boats for any losses suffered by the Hirer, any passengers or any third parties as a result of the materialisation of those risks and dangers. The Hirer also undertakes to advise all passengers of the risks and dangers associated with the use and operation of the vessel prior to boarding.
7. The Hirer acknowledges and understands all safety material and briefings that have been presented.
8. The Hirer is responsible for the equipment on board, and will be required to pay for any loss of damage.

Hinchinbrook Hire Boats hereby expressly negates all warranties, conditions or representations expressed or implied in respect of the fitness, quality or state of repair of the vessel hired and is under no liability in this respect whether for negligence or otherwise.

No condition or provision of this agreement shall be deemed waived or excluded unless it is expressly stipulated to be so waived or excluded in writing by Hinchinbrook Hire Boats.

No person under the age of 18 may be the principle Hirer.

The hirer will be given clear & concise instructions on:

- Correct & safe handling and navigation of the vessel.
- Correct & safe operation of machinery and the fuel system.
- Stowage and use of life saving apparatus
- Location & use of the fire extinguisher
- Limits of operation.

# Operational Limits for Wild Hinchinbrook Adventures Hire Boat

