



**JET SKI RENTAL AGREEMENT / TERMS & CONDITIONS**

**Vehicle Details:**

Make / Model .....  
Registration Number .....

**Hire Details:**

Hire Date ..... Time .....  
Expected Return Date / Time .....  
Actual Return Date ..... Time .....  
Our Contact .....  
Agreed Hiring Fee .....

**Hirer's Details:**

Name .....  
Address.....  
.....  
☎ Mobile ..... ☎ Work ..... ☎ Home .....  
Email Address .....  
Vehicle Registration .....  
Drivers Licence Number .....  
Expiry Date .....  
(Note: For legal and insurance purposes we are required to sight copy of driver's licence.)

**Hirer's Declaration:**

I confirm that the above details are correct and that I carry an appropriate current Driver's Licence and I am not disqualified or suspended from driving.  
I have read and understood the nature of this agreement and the Terms and Conditions given. I agree to accept this watercraft on these terms.  
I accept the overall condition of this watercraft and have noted the damages before use. I agree to reimburse the Insurance Excess for major damages and compensate for minor repairs, minimum charge of \$250.00.  
I agree the Security Bond of \$1,000 may be held without refund if I cause any damage until it has been repaired in full.  
I confirm that I understand the instructions of safe-handling and operation of the watercraft. I agree to indemnify Jet Ski Hire Auckland Ltd (and its Directors) of all liability in respect of proper safe handling and operation of the watercraft. I understand that I agree to operate the watercraft at my own risk.

(Hirer)..... (Jet Ski Hire Auckland Ltd) .....

Date: .....

## **TERMS & CONDITIONS (Page 1 of 2)**

### **1. Cancellations / Refunds**

Full payment is required on booking the hire. Cancellation 7 days before the hire date will qualify for a full refund. No refunds will be given for cancellations less than 7 days before the hire date at the discretion of Jet Ski Hire Auckland Ltd. Refunds will be given if the weather conditions are not suitable for hire and/or re-schedule is unsuitable or unavailable.

### **2. Conditions of Payment**

The security bond is to be paid by bank deposit/cash/cheque/credit card before the date of the hire. Security Bond is \$1000. The security bond will be returned on safe return of the watercraft and after re-fuel has been carried out. Jet Ski Hire Auckland Ltd reserves the right to retain any money from the bond for the following:

- Loss or damage to watercraft or equipment
- Cost of refuelling the watercraft
- Defrayment of costs due to watercraft not being returned at scheduled time.
- Any outstanding debits on the hirer's account (wetsuits, towables etc).

### **3. Use:**

- (a) Minimum age of 18 years to operate watercraft
- (b) Maximum passenger loading including skipper is 3 persons
- (c) 200m from shoreline speed to be under 5 knots
- (d) Under 5 knots within 50 metres of other watercraft
- (e) Wristband key / kill switch must be worn by skipper at all times whilst watercraft is operating
- (f) Driver and passengers must all be wearing approved life vests while using the watercraft
- (g) Must have an observer (minimum 10 years of age) on the watercraft if towing skier or ski tube
- (h) The watercraft must not be used in any water shallower than 0.5 metres of water or damage to the hull, engine, impellers or associated workings for the jet unit will be the sole responsibility of the hirer
- (i) Watercraft must not operate within the hours of darkness
- (j) The watercraft will not be used by intoxicated persons or persons taking judgment impairing substances during the hire period
- (k) The Hirer will exercise proper care and diligence for the security of the watercraft and will do nothing to jeopardize any insurance claims that may arise while the vehicle is in the Hirer's care
- (l) The watercraft must be driven by or under direct instruction by the Hirer who signed for it
- (m) The hirer is responsible for ensuring that this watercraft has sufficient oil and water while in their possession. This watercraft has been hired in a clean condition and must be returned in the same state. If the above conditions are not adhered to, a minimum charge of \$50.00 may apply
- (n) The watercraft must not be used outside 50km radius from Jet Ski Hire Auckland Ltd's premises without written approval

### **4. Breach of Law and Regulations**

The Hirer shall be responsible for any costs resulting from breaches of Maritime Laws, Vehicle Laws or Regulations including traffic and parking fines.

### **5. Discretion**

Jet Ski Hire Auckland Ltd reserves the right to remove the vehicle from the Hirer's possession or exchange it at any time at Jet Ski Hire Auckland Ltd's discretion.

## **TERMS AND CONDITIONS Continued (Page 2 of 2)**

### **6. Damage and Accidents**

Should the vehicle be involved in an accident or sustain loss while on loan, Jet Ski Hire Auckland Ltd must be informed immediately. The following steps must be taken:

- (a) Inform the police if passengers or others are injured.
- (b) Obtain the name and address of the driver of any other vehicles involved and the name and address of the insurance company.
- (c) Obtain the name and address of any witnesses.
- (d) Make no other statements & do not admit liability for the accident (as per insurance practice).

### **7. Indemnity and Insurance**

- (a) In the event of an accident, the Hirer will complete the insurance forms that are required by Jet Ski Hire Auckland Ltd and will cooperate for any insurance purposes.
- (b) Insurance on this watercraft will be provided by the Hirer's insurance company where applicable.
- (c) In the event of an insurance claim being declined due to some omission or fault on the part of the Hirer, then it is agreed that the Hirer will reimburse Jet Ski Hire Auckland Ltd for the full cost of repairs to the watercraft and for any third party claims made against Jet Ski Hire Auckland Ltd.
- (d) The Hirer will be required to pay Jet Ski Hire Auckland Ltd's insurance excess of \$1,000 if the Hirer's insurance does not cover the watercraft.

**The Hirer indemnifies Jet Ski Hire Auckland Ltd (and its Directors) from all claims of whatever nature that may result from the hire of the equipment.**