

## **Terms and Conditions**

1. The Charterer shall pay to the Owner as hire payment for the said vessel, for the prescribed period, the sum as stipulated above under the charter fee. Payment of this sum is made by a 1/3 deposit at the time of booking and the balance of the charter fee must be paid in full, 14 days prior to the charter commencing. The Bond of \$5000 must be paid in full prior to the charter.

### **2. REDELIVERY**

Notwithstanding the term herein written, in the event of the Charterer exceeding the time of the hire

beyond the completion of the hire term there being no special circumstances of weather or conditions preventing the completion of the hire term by an ordinarily experienced person in charge of the vessel, the Charterer shall be indebted to the owner the extent of one days charter fees, as charges per day or part thereof. Such sum shall be due and owing to the Owner as liquidated damages and shall be recoverable by the owner in any court in New Zealand of competent jurisdiction.

The Charterer will at the expiration of the term of hire peacefully give up possession of the said vessel to the owner at the latter's place of business and will, if the said vessel be not returned, obtain the consent of the owner to his continuing hire at a later date and time agreeing to pay such further charges as stipulated and failing there so doing as the case may be failing his returning the said vessel at the later time and date agreed upon, The Owner shall be entitled to treat the vessel as having been unlawfully converted by the Charterer for his own use.

### **3. BOND**

The Charterer shall pay to the owner the sum of Five Thousand Dollars (\$5000) as a refundable bond, when the said vessel is returned in undamaged condition. Except in the case of gross negligence, operating the vessel under the influence of alcohol or drugs, or fishing in excess of MAF (Ministry of Agriculture & Fisheries) fishing regulations, this bond relieves the Charterer of all liability for loss or damage. If during the term of hire the said vessel should be damaged or involved in any accident, the Charterer will as soon as possible advise The Owner of the full circumstances concerning the accident and in the event of any such damage or accident being of such nature to cause, or be likely to cause, any structural damage to the vessel, the Charterer will not use the same unless and until it has been inspected by the owner. The Charterer shall be solely responsible for payment of any repairs executed to the said vessel without the written authority of The Owner.

#### **4. RUNNING COSTS**

The Charterer shall bear, pay and discharge all ordinary running expenses (Diesel and LPG)

#### **5. RESTRICTED USE**

The Charterer will not sub-let or hire the said boat to any other person, nor permit or suffer to permit the vessel to be under the control at any time of any person other than the Master/Skipper. The Charterer will not take the said vessel outside either the Maritime New Zealand or special New Zealand Boat Charter Limits set for this particular vessel.

#### **6. RECALL OR POSSESSION**

The Owner reserves the right to terminate the hiring and retake possession of the vessel without notice, immediately upon default being made by the Charterer in the observance of performance of any of the terms and conditions hereof or in the event of the said vessel being damaged, but any such termination shall be without prejudice to the right of The Owner in respect of any breach of the terms and conditions herein notwithstanding the terms of hire herein created on the terms and conditions herein expressed and / or implied. The Owner reserves the right to cancel the hire or recall the vessel if at any time prior to or during the hire term the Owner considers weather or water conditions prevent, hamper or endanger the vessel or its hirer and / or passengers and crew and the hire thereupon terminates.

#### **7. LIMITATION AND LIABILITY**

The obligation of the owner in relation to the condition of the said vessel, are limited to those imposed by the Maritime Safety Authority and he will not be responsible for personal injury or property damage arising from any defect or fault which the said regulations do not bind him to remedy. The Charterer having inspected the said vessel acknowledges at the time of his commencement of hiring, the said vessel is in good order and in a safe and suitable condition for the purpose for which the said vessel is hired by him. In the event of the said vessel not being able to start the charter or to complete the charter due to mechanical failure or serious structural damage or similar not the fault of the Charterer, The Owner's liability is limited to refunding the unused portion of the charter fee only.

## **8. INDEMNITY**

The Charterer indemnifies The Owner against any damage to property or persons caused by his misuse of the vessel during the hire term.

## **9. NAVIGATION AND OUTER LIMITS**

The vessel must be at anchor or berthed during the hours of darkness, except under extenuating circumstances or express permission having been given by The Owner. To ensure the safety of the vessel and its contents under no circumstances is the boat to be left unattended at night and must be kept in view while going ashore during the day. The vessel must be at anchor by dusk. Under no circumstances anchor the vessel with all chain anchor in depths of over 15 metres. The winch motor is not designed to lift the total combined weight of all the chain and anchor from deep water in a direct lift. Doing so could result in a burnt out winch which is "account your care". Please use the warp and chain anchor in deeper water.

The operational limits for the vessel are the national 12 mile limit as defined on the survey charts supplied on the vessel. The vessel licence area is from North Cape to Whitianga including the outer Islands.

## **10. COMPETENCY**

The Charterer declares that he is of the age of twenty five or over, and that the charter party does not exceed the number of persons licensed for the said vessel, that he has read and fully understands the Hire Agreement, and that he has received a copy of same, and that he is capable of control of the vessel so hired, and has the nautical knowledge to safely use the vessel for his own enjoyment and the safety of all other persons, passengers, and the public at large.

## **11. CLEANING**

The vessel will be delivered clean and prepared for charter, the Charterer will return the boat in a tidy condition inside and ensure if fishing, the exterior surfaces have all bait residue scrubbed off.

The charterer may be indebted to The Owner for cleaning fees if this has not been done. Please note that black soled shoes mark the deck of the vessel and this will also incur a cleaning fee. Note smoking is not permitted inside the accommodation area.

## **12. DECLARATION**

I have read and agree to comply with the terms and conditions of hire - and agree whilst on charter, the vessel will not be left unattended unless on an approved marina berth or an approved swing mooring. I also agree to ABIDE BY THE LAW that I as the master of the vessel, do not consume excessive alcohol or use non prescription drugs whilst on this charter and at all times to have the vessel on a safe anchorage before dusk and will not at any time drive the vessel during darkness hours unless in a medical emergency or to avoid unpredicted weather changes placing the vessel and passengers at risk.

While on hirer the Master will have complete authority and control of the vessel over all other POB.

## **13. CANCELLATION**

Upon cancellation of a charter by the hirer for any reason, the charter fee will only be refunded on the following terms.

1. More than 60 days written notice – Refund of 50% of the deposit paid
2. Less than 60 days written notice – No refund of the deposit paid unless an equivalent booking is obtained for that period.
3. Less than 14 days written notice – No refund of the total charter fee unless an equivalent substitute booking is obtained for that period.

## **14. CANCELLATION DUE TO WEATHER**

If a cancellation is made in agreement by both parties, prior to the commencement of the charter due to unsuitable boating weather, then the charter will be postponed to another suitable time.

If after a cancellation, the hirer cannot commit to a suitable rescheduled booking within a 12 month period then they forfeit the charter fee. Refunds, less administration costs will only be considered for customers arriving from overseas countries.

Signature of Hirer: \_\_\_\_\_