

WAKE.X

360° JETSKI EXPERIENCE

TERMS & CONDITIONS FOR HIRING JETSKIS

CONDITIONS OF PAYMENT

Full rental payment required to secure booking. \$250 bond(s) per Jetski(s) must be paid by bank deposit, debit/credit card 24 hours before the date of hire. The bond(s) will be refunded on safe return of the Jetski(s) and once re-fuelled and post-hire inspection(s) have been completed. Refunds will be subject to no damage to the Jetski(s) or equipment. Wake Adventures Ltd. reserves the right to retain funds from the bond(s) for the following:

- Loss or damage to Jetski(s) or equipment
- Damage costs include but are not limited to:
 - Broken Wear
 - Rings Steering
 - Nozzles
 - Sponsons
 - Intake Grates
 - Ride Plates
- Cost of refueling the Jetski(s)
- Defrayment of costs due to Jetski(s) not being returned at scheduled time
- Any outstanding debits on the hirer's account (fuel, wetsuits, towables, etc)
- Cancellation of future bookings due to damage to Jetski(s) or equipment

All rentals need to be booked and paid for Online.
No Online Booking, no Hire.

CANCELLATIONS

In the event of a cancellation, Wake Adventures Ltd. will issue a Jetski Hire gift voucher of equivalent value, which entitles the Hirer to priority reschedule, valid for 12 months (gift vouchers not redeemable for cash). If this is not acceptable to the Hirer, a cancellation charge of 50% of rental payment, excluding insurance bond(s) will apply.

RESPONSIBILITIES WHILE OPERATING THE JETSKI(S)

You acknowledge that;

1. In entering into this Agreement with us, you are proposing to undertake a dangerous recreational activity ("Activity") which involves a significant risk of physical harm.
2. You are aware that you or someone else may be injured during your engagement in or performance of the Activity.
3. You are aware that your personal property may be lost, damaged or destroyed during your engagement in or performance of the Activity.
4. You are aware that other people may cause your injury or may damage your property during your engagement in or performance of the Activity.
5. You are aware that you may cause injury to other persons or damage their property in performing the Activity.
6. You are aware that the natural conditions in which the Activity is conducted may vary without warning.
7. You are aware of the dangers associated with the consumption of alcohol, mind altering substance, drug or other substance which may impair your judgement or physical ability or capacity to safely participate in the Activity and accept full responsibility for any injury, loss or damage associated with your consumption of alcohol, mind altering substance, drug or other substance which impairs your judgment, physical ability or capacity to safely participate in the Activity.

INDEMNITY AND INSURANCE

1. Insurance on the Jetski(s) will be provided by Wake Adventures Ltd.
2. In the event of an accident, the Hirer will complete any insurance forms required by Wake Adventures Ltd. and will cooperate fully for any insurance purposes and for any third party claims made against Wake Adventures Ltd.
3. The \$250 bond is in good faith towards the full excess of \$1,000 for Damage which, in the event of an Insurance Claim, the Hirer is liable to pay the amount in full within 7 days post hire.

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4. The Hirer agrees that all bond(s) will be retained in the event of an insurance claim having to be submitted in order to cover excess.
5. The Hirer indemnifies Wake Adventures Ltd.(and its Directors) from all claims of whatever nature that may result from the hire of the equipment. The Hirer shall be responsible for any costs resulting from breaches from Maritime Laws, Vehicle Laws or Regulations, including traffic and parking fines, and local By-Laws.
6. Should the Hirer rent the Jetski and Trailer, and for any reason is, stolen, theft or break-in occur whilst in the Hirer's possession, an excess amount of \$2,500 is charged, and the Hirer has 7 Days within to pay this excess.
17. No food or liquid is consumed on the Jetski(s) at any time or carried on the Jetski(s) when not in a properly sealed container. The Hirer will be liable to pay for any damage caused and/or dry cleaning required due to food, liquid or other product affecting the Jetski(s) or its components.
18. This Jetski(s) 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/hr may apply.
19. The Hirer does not have any medical conditions that would affect his or her ability to safely operate the Jetski(s).

USE OF JETSKI(S)

1. Minimum age of 16 years to operate Jetski(s)
2. Maximum passenger - one person unless adult supervising under age
3. Maximum speed of 5 knots (10 kph) within 200m of shoreline
4. Maximum speed of 5 knots (10 kph) within 50 metres of other vessels or persons.
5. Maximum speed of 5 knots (10 kph) within 200 metres of blue & white dive flag.
6. Wristband key/ kill switch must be worn by skipper at all times whilst Jetski(s) is operating.
7. Driver and passengers must all be wearing approved Personal Flotation Devices (PFD) while using the Jetski(s)
8. Must have an observer (minimum 10 years of age) on the Jetski(s) if towing skier or ski tube.
9. The Jetski(s) must not be used in water shallower than 1 metre
10. Damage to the hull, engine, impellers or associated workings for the jet unit will be the sole responsibility of the hirer.
11. The Jetski(s) is not used for any illegal purpose, race, contest or performance test of any kind;
12. Jetski(s) must not operate within the hours of darkness.
13. The Jetski(s) will not be used by intoxicated persons or persons taking judgment impairing substances during the hire period.
14. You authorise us to immediately terminate the hire if there is an indication that the Jetski(s) are being used in a manner which, in Wake Adventures Ltd. reasonable opinion, is contrary to any of the conditions above.
15. The Hirer will exercise proper care and diligence for the security of the Jetski(s) and will do nothing to jeopardise any insurance claims that may arise while the Jetski(s) and equipment is in the Hirer's care.
16. The Jetski(s) must be driven by or under direct instruction by the Hirer who signed for it.

HIRER(S) ACKNOWLEDGMENTS

1. It is the Hirer's full responsibility to have a 360° walk around the Jetski , including trailer if applicable, and to fully assess the overall condition. If need be, the hirer would be encouraged, to take his/her own photos of the hired Jetski as evidence and reference of the current condition. If any blemishes identified, these must be noted on the "Safety Information, Operating Instructions & Terms & Conditions Agreement" sheet and signed by both the Hirer and the authorised staff member of Wake Adventures Ltd.
2. The Hirer agrees that no other person will operate the Jetski(s) without obtaining our prior express written consent.
3. The Hirer indemnifies Wake Adventures Ltd. in respect of any and all bodily injury and/or property damage caused in the event that a person other than yourself operates the Jetski(s).
4. The Hirer agrees that Wake Adventures Ltd. may retain all or part of the security bond, (as set out in the statement of charges) and charge any damage liability fee to the credit card noted below, should The Hirer fail to return said Jetski(s) in as good condition, as when The Hirer hired it, or, for reimbursement of the cost of any PFDs or other items of equipment damaged, missing or broken.
5. The Hirer agrees that Wake Adventures Ltd. shall not be held liable for:
 - a. Damages, inconvenience or time lost caused by accident, breakdown or malfunction of the Jetski(s)
 - b. Loss or damages to any of the Hire's or third party personal property while carried in, or on, the hired Jetski(s), including loss or damage caused by fire, water, theft or any cause whatsoever.
 - c. In the event of malfunctions, breakdown, or if any defect is discovered after acceptance of the Jetski(s) immediately report same to Wake Adventures Ltd. Continued use will be at the Hirer's risk and the Hirer will assume all liabilities and injury and damage to all persons and property due to the Jetski(s) or equipment continued use.

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DISCRETION

Wake Adventures Ltd. reserves the right to remove the Jetski(s) & equipment from the Hirer's possession or exchange it at any time at Wake Adventures Ltd. discretion.

DAMAGE AND ACCIDENTS

Should the Jetski(s) & equipment be involved in an accident or sustain loss while on loan, Wake Adventures Ltd. must be informed immediately. The following steps must be taken:

1. Attend to any injured persons.
2. Inform the police if passengers or others are injured.
3. Obtain the name and address of the driver of any other vehicles involved and the name and address of the insurance company.
4. Obtain the name and address of any witnesses.
5. Make no other statements and do not admit liability for the accident, as per standard insurance practice.

DAMAGE

1. The Bond will be refunded after inspection of the returned trailer, Jetski(s) and equipment subject to each item hired being in sound condition as evaluated by the Wake Adventures Ltd. supervision.
2. Any damages to either the trailer, Jetski(s) or missing equipment will be charged at a retail rate which will be deducted from the Bond before the Bond is returned.
3. Should the damages exceed the full amount of the Bond the Hirer will be obligated to make up the difference within 7 Days post hire.

ADDITIONAL CONDITIONS WHEN HIRING A JETSKI(S) TRAILER COMBINATION.

HIRER(S) RESPONSIBILITY

1. The Hirer is responsible for any traffic offenses incurred during the duration of the hiring.
2. The Hirer must take due care of the Jetski(s), trailer and equipment.
3. Comprehensive Insurance for the trailer and Jetski(s) is carried by Wake Adventures Ltd.
4. The Hirer is responsible to ensure that the trailer, Jetski(s) and equipment is stored / parked in a secure environment - failure to do this may invalidate the Comprehensive Insurance and render the Hirer liable for the full replacement value of the trailer, Jetski(s) and equipment.

PRICING

1. Hiring is calculated on a daily basis starting on the day that the trailer, Jetski(s) and equipment is picked up and ceasing on the day that the trailer, Jetski(s) and equipment is returned to the agreed venue.
2. A Bond of \$1,000 per Jetski is required
3. The Daily hiring rate is as advertised on the Wake Adventures Ltd. website.
4. Payment in full, including Bond, is required at least 3 days before hiring.
5. The Hirer must produce a valid Driver's Licence and Address that is Validated - the number will be recorded on the Hiring sheet.

By ticking the box on the website, Signing the Hire Agreement, making a payment by whatever means or signing the "Safety Information, Operating Instructions & Terms & Conditions Agreement", the Hirer confirms that they have read and understood and ACCEPT these Terms and Conditions and have had the opportunity to obtain independent legal and financial advice before agreeing to these Terms and Conditions.