

JETLET Rental Conditions

Set out below are our rental conditions.

These are updated from time to time but the latest copy will be included with your contract.

RENTAL TERMS AND CONDITIONS

This is an Agreement between the Hirer ("You") and the Company ("the Company"), identified on Hire agreement, to rent the PWC described in the hire agreement including all its accessories, and safety equipment.

1. PWC Condition and Return

You acknowledge the PWC is delivered to you in good operating condition. You agree to return the PWC in the same condition on the date and time specified on the hire agreement (or sooner, if demanded by the Company). The Company may take possession of the PWC without prior notification at your expense if there has been a breach of any terms or conditions of this Agreement or if the PWC is illegally used, or is apparently abandoned.

NOTE: If there is to be any extension of the period of hire beyond that stated on Hire agreement, the Company must be notified and it must agree to such extension in writing, otherwise the PWC will be immediately reported to the police as stolen.

2. Persons who must not operate the PWC

- (a) A person who is not identified on Hire agreement as the Hirer, Joint Hirer or Authorised Operator;
- (b) A person who is not licensed to operate a PWC;
- (c) A person whose blood alcohol concentration exceeds the lawful percentage whilst operating the PWC;
- (d) A person who is operating the PWC whilst under the influence of a drug;
- (e) A person who has given or for whom you have given a false name, age, address or operator's licence details;
- (f) A person whose operator's licence has been cancelled endorsed or suspended within the last three years;
- (g) A person who uses or intends to use the PWC for an illegal purpose.

3. Circumstances where the PWC must not be used and may lead to the forfeit of your security deposit of \$500

- (a) Any area outside the Area of Use shown on Hire agreement;
- (b) The carriage of any persons for hire or the carriage of any inflammable, explosive or corrosive materials;
- (d) Pushing, towing or tying up to any object unless the Company has authorised such use in writing;**
- (e) The carriage of any greater load and/or persons and/or for a purpose for which the PWC was designed and constructed;
- (g) The use of the PWC for racing, pace making, reliability trials, speed trials, being tested in preparation for those activities;
- (h) The use of the PWC in a dangerous manner;
- (i) The use of the PWC in contravention of any legislation or regulation controlling marine traffic.

4. Obligations of the Hirer/Joint Hirer/Authorised Operator

NOTE: The Hirer/Joint Hirer and Authorised Operator are jointly and severally liable for compliance with the terms and conditions of this Agreement.

By entering into this Agreement you are responsible for and irrevocably authorise the Company to debit the credit card provided on Hire agreement or any other credit card provided (and You will pay the company on demand any balance) with the following charges:

- (a) The rental charges specified on Hire agreement;
- (b) All charges claimed by the Company in respect of any violations incurred during the period of hire or until such later time as the PWC is returned to the Company;
- (c) All loss or damage to the PWC (including the loss or use of that PWC), legal expenses, assessment fees, towing and recovery, consequential third party damage, storage and company service charges where:
 - (i) Any term or condition of this Agreement has been breached;
 - (ii) The PWC is involved in a single PWC incident unless the Company waives such loss to the Single PWC Incident Liability amount shown on hire agreement (which amount will apply in addition to the Standard Liability Charge noted on Hire agreement). A Single PWC Incident is defined as any incident where the PWC suffers loss or damage as a result of an impact with any object whether animate or inanimate except another PWC which can be fully identified and details of which have been provided by You or on your behalf to the Company;
 - (iii) You have left the PWC out of your direct control;
 - (iv) You have failed to keep the key secure and under your personal control;
 - (v) The under body of the PWC is damaged regardless of cause;
 - (ix) The PWC or any third party property is damaged by operating the PWC under or into an object lower than the height of the PWC;
 - (x) You have failed to maintain all fluid and fuel levels of the PWC or failed to immediately rectify or report to the Company any defect in the PWC of which you have become or ought to have become aware;
 - (xi) The PWC is damaged by loading or unloading;
 - (xii) You have failed to properly secure the PWC prior to towing the vessel.
 - (xiv) The exterior of the motor PWC is damaged regardless of cause.

If you have paid for the hire of the PWC by use of a credit card or directed the Company to bill charges to some other person, corporation, firm or organisation who or which fails to make payment

when called upon by the Company, You hereby irrevocably accept that You are liable and will immediately pay the full amount due to the Company on demand. The Company, in addition, may charge you interest at the rate of 18% per annum calculated on a daily basis on all outstanding accounts or charges payable in accordance with this Agreement, such interest to be computed from the end of the rental period.

5. Damage Cover

Provided You and/or the Authorised Operator act within the terms and conditions of this Agreement, You and/or the Authorised Operator will receive the benefit of the Company's insurance cover with its insurer in respect of damage to the PWC and/or damage to any third party property other than damage to any property owned by You (including any friend/relative, associate or passenger) in your physical or legal control (cover also includes your legal costs incurred with the insurer's written consent). This cover is also subject to:

- (a) You paying the COLLISION DAMAGE/LOSS LIABILITY CHARGE on hire agreement;
 - (b) You and/or the Authorised Operator not having breached any terms and conditions of this Agreement;
 - (c) You and/or the Authorised Operator not being covered under any other policy of insurance; and
 - (d) You providing such information and assistance as may be requested by the Company's insurer or anyone acting on behalf of the Company's Insurer.
- If cover is provided then the Company's insurer may bring, defend or settle any legal proceedings in its sole discretion and the Company's insurer shall have the sole conduct of any proceedings. Any such proceedings shall be brought or defended in your name or the name of the Authorised Operator.

6. General Provisions

(a) If there is any incident involving loss or damage to the PWC or involving the PWC while rented under this Agreement, You and/or the Authorised Operator shall promptly report such incident to the Company at the location where the PWC was hired as well as delivering to the Company immediately upon receipt by You and/or the Authorised Operator, every summons, complaint or paper in relation to such incident involving such loss or damage. You and/or the Authorised Operator must also report all incidents to the police or other proper authority;

- (b) You and/or the Authorised Operator irrevocably release and hold harmless the Company (and its agents and employees) from all claims for loss or damage to your personal property, or that of any other person's property left in the PWC, or which is received, handled or stored by the Company at any time before, during or after the rental period, whether due to the Company's negligence or otherwise;
- (c) You and/or the Authorised Operator acknowledge that the Company relies on the truth of your/the Authorised Operator's representations in this Agreement;
- (d) You and/or the Authorised Operator will not refuse or fail to take any blood analysis or breath test requested by the police;
- (e) Except as provided by law, no operator or passengers in the PWC shall be or deemed to be the agent, servant or employee of the Company in any manner for any purpose whatsoever;
- (f) The Company gives no express warranty in relation to the motor PWC. Certain conditions and warranties are implied by statute, whether Commonwealth or State, which cannot be excluded, restricted or modified, such as those under the Trade Practices Act 1974. Where the Company is permitted to limit its liability under those statutes for breach of an implied condition or warranty the Company limits its liability to replacement, repair or resupply of the PWC. All other warranties, conditions and other obligations which may be otherwise implied are expressly excluded in their entirety. The Company is not liable to you and/or the Authorised Operator for any indirect, special, incidental or consequential damages relating to this Agreement;
- (g) No right of the Company under this Agreement can be waived except by writing of an authorised officer of the Company;
- (h) Words used in this Agreement to denote any gender shall include all genders, singular words including the plural, and noted on Hire agreement;
- (i) Notwithstanding any other provision in this Agreement, a goods and services tax (GST) or any similar tax, stamp duty or any other tax, duty, surcharge, levy or fee ("charges") imposed by Local, State or Federal Government that is charged and collected by the Company is imposed anywhere in Australia and has application to any supply or use made under or in connection with this Agreement or in relation to the use or the likely use of any roads, facilities or other infrastructure by You and/or the Authorised Operator or in relation to the provision of rental or other services to You or the Authorised Operator: The Company may in addition to the rate, price or any other amount or consideration quoted or expressed as payable elsewhere in this Agreement, recover from You and/or the Authorised Operator an additional amount on account of the charge. Any additional amount on account of the charge shall be calculated without any deduction or set-off of any other amount and is payable to the Company upon demand.
- (j) You and/or the Authorised Operator acknowledge that your interest in the PWC is as a bailee of the Company only and that You agree not to part with possession, dispose of, encumber or assign any right or interest in the PWC and not create any lien on the PWC for repairs;
- (k) You and/or the Authorised Operator agree to indemnify the Company from and against any or all claims, demands, actions, liabilities, losses, costs and expenses (including, but not limited to legal costs on an indemnity basis) incurred by the Company as a consequence of the failure for whatever reason of the due and punctual performance of your obligations under this Agreement;
- (l) You acknowledge that the Company has not in any way represented itself to you as an entity carrying on the business of insurance;
- (m) You and/or the Authorised Operator must not at any time admit liability for any claim, loss or demand and agree that if such admission is made by You and/or the Authorised Operator then that is a breach of this Agreement.

7. DANGEROUS RECREATIONAL ACTIVITIES (PARTICIPANTS AGED 18 YEARS & OVER) PARTICIPANT'S ACKNOWLEDGEMENT OF RISK INCLUDING WAIVER, RELEASE & INDEMNITY

This is an important document which affects your legal rights and obligations. Read it carefully and do not sign it unless you are satisfied that you understand it. If you have any questions please ask a representative of the Business.

A. I acknowledge that:

- (a) I am the participant.
- (b) I am being supplied with a recreational service by the Business.
- (c) The Activity is a dangerous recreational activity which involves a significant risk of physical harm.
- (d) I may be injured in performing the Activity.
- (e) My personal property may be lost, damaged or destroyed in performing the Activity.
- (f) Other people may cause me injury or may damage my property in the course of performing the Activity.
- (g) I may cause injury to other persons or damage their property in performing the Activity.
- (h) The natural conditions in which the Activity is conducted may vary without warning.
- (i) My participation in the Activity is voluntary and I have not been required by the Business to engage in the Activity.
- (j) I have disclosed any pre-existing medical or other condition that may affect the risk that either I or any other person will suffer injury, loss or damage.
- (k) The Business relies on the information provided by me and I state that all such information is accurate and complete.
- (l) I am aware of the dangers associated with the consumption of alcohol, mind altering substance, drug or other substance which may impair my judgment or physical ability or capacity to safely participate in the Activity and accept full responsibility for any injury, loss or damage associated with my consumption of alcohol, mind altering substance, drug or other substance which impairs my judgment, physical ability or capacity to safely participate in the Activity.
- (m) This documents records the entire agreement between the Business and I in relation to the Activity and my participation in it.
- (n) I have not replied upon any advice, representations or inducements by or on behalf of the Business in deciding to:
 - (i) participate in the Activity; and
 - (ii) sign this document.

RISK WARNING

- B. I acknowledge that I have been warned of the Risks of the Activity.
- C. I acknowledge that the Activity may also involve other risks not already noted.

C1. The Business has provided me with oral warnings of the Risks of the Activity and the risks of physical harm in participating in the Activity.

ASSUMPTION OF RISK

D. Notwithstanding the significant risks of physical harm and injury inherent in the Activity, some of which are noted above, I agree to participate in the Activity at my own risk.

WAIVER, RELEASE AND INDEMNITY

- E. I agree that the provisions of Section 74 of the Trade Practices Act 1974 (Cth) and any similar state legislative provisions (which provide for an implied warranty that services be rendered with due care and skill and that any material supplied in connection with those services will be reasonably fit for purpose) are excluded and do not apply to this contract in so far as they relate to liability for death or personal injury from the Activity.
- F. I agree to release and hold harmless the Business its servants, employees and agents from and against any liability arising out of any injury, loss, damage or death caused to me or my property or any other person arising from or in connection with my participation in the Activity whether such injury, loss, damage or death was caused directly or indirectly by negligence, breach of contract or any way whatsoever other than where the injury, loss, damage or death was caused solely by the negligence of the Business, its servants, employees or agents.
- G. I agree to indemnify and hold harmless the Business, its servants, employees and agents from all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in the Activity. This indemnification extends to all claims made by any other person against the Business, its servants, employees or agents in respect of any injury, loss or damage arising out of or in connection with my participation in the Activity, other than where the injury, loss, damage or death was caused solely by the negligence of the Business, its servants, employees or agents.

MISCELLANEOUS

- H. I agree to comply with all rules and directions made or given by the Business in connection with the Activity. I understand that if I fail to comply with the rules and/or directions of the Business. I may be injured or injure someone else. Further I understand that I will not be permitted to continue the Activity and no refund will be given.
- I. I agree to report all accidents, injuries or loss or damage sustained by me as soon as it is possible to do so.
- J. I agree that if I suffer any injury or illness I agree that the Business may provide or arrange evacuation, first aid and medical treatment at my expense.

8. Fuel

The PWC must be returned with the amount of fuel equal to that at the time of the rental. If the PWC is returned with less fuel the difference will be charged at a rate which may include a service component unless prior arrangements have been made and noted on Hire agreement.