



## Legal Waves

*Looking at how the law interfaces with today's boatowners and fishermen.*

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### Boat Hire: A Good Thing For Many Families

**M**any of us like to hire a boat in the summer months. However, just because you are hiring or a passenger on a hired boat, it doesn't mean that you are any less responsible than if you owned the boat you are travelling in.

When hiring a vessel, not only will you be required to observe the marine regulations and safety requirements set out by law, you will also have to pay close attention to what is laid out in the rental agreement.

#### General Rules

The law states that all people on a boat, must either be wearing a lifejacket or have one readily available to wear. A life jacket or Personal Floatation Device (PFD) must be carried for each person on board. Each life jacket must be the correct size for the passengers on board and must be in working order.

You must consider whether or not you will require a boat license for the boat you intend to hire. Most rental agreements will state that you must be licensed

to drive a hire boat. If you plan to drive any boat faster than 10 knots, which is equivalent to 18.5km, then a license is absolutely necessary.

#### The Rental Agreement

Once you have decided on the boat you wish to hire, you will need to sign a contract usually known as a rental agreement. This agreement will contain very important details about the responsibilities you incur as the hirer.

A rental agreement will stipulate the following:

- **The rental period:** the start and end time of your rental and the charges for going over the agreed upon time.
- **Security bond:** a security bond will usually be required and held for the duration of your charter. It will be refunded upon inspection of the vessel on return. This security bond will be used to cover any expenses incurred for damage to the boat or late return.
- **Safety details:** this will include safety precautions such as the need for working, suitably sized life jackets on board. There must also be a fire extinguisher on board and an anchor and sufficient line, a bucket with lanyard, a torch and a whistle will be provided on the vessel.
- **Responsibility of the hirer:** The hirer mustn't be under the influence of drugs or alcohol over the legal limit of 0.05g. The hirer is also responsible for the

*As hire boats like this terrific Boab Boat Hire Walkaround platey become more available, hirers will want to go further - so the need for careful attention to the paperwork side of things becomes paramount for happy endings all round.*



actions of all occupants aboard the vessel.

● **Who is permitted to operate the vessel:** In most cases you must hold a current boat license to operate the vessel. If you hold a restricted license, you will not be able to travel at speeds faster than 20 knots. There may also be an age restriction for the boat operator.

● **The cancellation policy:** the conditions upon which the boat owner or hire company will refund or not refund money if a booking is cancelled.

● **The area in which you are allowed to operate the vessel and any out of bounds areas:** the area where you can operate is usually given on a nautical mile basis in distance from the port. This section may also include other rules such as prohibitions on operating the vessel in specific weather conditions, during specific times of day or to contravene any law.

● **Return from hire details:** stipulate the date, time and place of return of the vessel. There will also be a term, which states that the hirer must pay for any loss suffered by the boat owner or company for returning the boat late or to the incorrect place. This amount may be taken from the security deposit.

● **Details about fuel:** this may include the price per litre of fuel that will be charged by the charter company when they refill the boat.

● **Liability waiver and damage cover:** this section

will exclude the boat owner or hire company from liability for the loss or damage of the property of anyone on board and for the loss or damage of the vessel itself. This section may also include information about the insurance that you may have purchased as part of the rental agreement. This will include details of any excess payments, which will be due with claims.

● **Cleaning fees:** there may a term which advises that a specific cleaning fee will be charged if the vessel is not returned in clean condition.

● **Definitions:** this section will provide definitions for the different terms used frequently in the contract.

### Putting it simply

While these contract details may seem a little complicated, in practice, there are two main responsibilities for the hirer.

The first is to protect the safety of themselves and their passengers. The second is to guarantee that the vessel is returned on time and in good condition. If any of these responsibilities is not fulfilled, then the hirer is liable and will have to pay in one way or another.

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