

LEXA HOLDINGS LIMITED T/AS JET SKI HIRE AUCKLAND TERMS & CONDITIONS

1. Cancellations

In the event of a cancellation due to bad weather or poor marine conditions LEXA Holdings Limited T/AS Jet Ski Hire Auckland will agree a reschedule date & time with the Hirer. If this is not acceptable to the Hirer, a cancellation charge of 50% of rental payment, excluding insurance bond(s) will apply. No refunds for cancellations / reschedules due to circumstances beyond the control of LEXA Holdings Limited T/AS Jet Ski Hire Auckland.

2. Conditions of Payment

Full rental payment required to secure booking. \$1000 bond(s) per watercraft 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 watercraft(s) and once re-fuel and post-hire inspection(s) have been completed and refunds will be subject to no damage to the watercraft(s) or equipment. LEXA Holdings Limited T/AS Jet Ski Hire Auckland reserves the right to retain all bond(s) paid for the following:

- Loss or damage to watercraft(s) or equipment
- Watercraft capsize / rollover
- Cost of refuelling the watercraft(s)
- Defrayment of costs due to watercraft(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 watercraft(s) or equipment
- Any expenses relating to damage, delays or cancellations

3. Use:

- (a) Minimum age of 18 years to operate watercraft(s)
- (b) Maximum passenger loading including skipper is 3 persons (250kgs max)
- (c) Maximum speed of 5 knots within 200m of shoreline
- (d) Maximum speed of 5 knots within 50 metres of other vessels or persons
- (e) Maximum speed of 5 knots within 200 metres of blue & white dive flag
- (f) Wristband key / kill switch must be worn by skipper at all times whilst watercraft(s) is operating
- (g) Driver and passengers must all be wearing approved life vests while using the watercraft(s)
- (h) Must have an observer (minimum 10 years of age) on the watercraft(s) if towing skier or ski tube
- (i) The watercraft(s) must not be used in water shallower than 1 metre or damage to the hull, engine, impellers or associated workings for the jet unit will be the sole responsibility of the hirer
- (j) Watercraft(s) must not operate within the hours of darkness
- (k) The watercraft(s) will not be used by intoxicated persons or persons taking judgment impairing substances during the hire period
- (l) The Hirer will exercise proper care and diligence for the security of the watercraft(s) and will do nothing to jeopardize any insurance claims that may arise while the watercraft(s) and equipment is in the Hirer's care
- (m) The watercraft(s) must be driven by or under direct instruction by the Hirer who signed for it
- (n) The hirer is responsible for ensuring that this watercraft(s) has sufficient oil and water while in their possession. This watercraft(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 may apply
- (o) The watercraft(s) must not be used outside 50km radius from LEXA Holdings Limited T/AS Jet Ski Hire Auckland'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

LEXA Holdings Limited T/AS Jet Ski Hire Auckland reserves the right to remove the watercraft(s) & equipment from the Hirer's possession or exchange it at any time at LEXA Holdings Limited T/AS Jet Ski Hire Auckland's discretion.

6. Damage and Accidents

Should the watercraft(s) & equipment be involved in an accident or sustain loss while on loan, LEXA Holdings Limited T/AS Jet Ski Hire Auckland 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 and do not admit liability for the accident, as per insurance practice.

7. Indemnity and Insurance

- (a) Insurance on the watercraft(s) will be provided by LEXA Holdings Limited T/AS Jet Ski Hire Auckland except for jet-ski-on- trailer hire which must be insured by the Hirer.
- (b) In the event of an accident, the Hirer will complete any insurance forms required by LEXA Holdings Limited T/AS Jet Ski Hire Auckland and will cooperate for any insurance purposes.
- (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 LEXA Holdings Limited T/AS Jet Ski Hire Auckland for the full cost of repairs to the watercraft(s) and for any third party claims made against LEXA Holdings Limited T/AS Jet Ski Hire Auckland.
- (d) The Hirer agrees that all bond(s) will be retained if the Hirer's insurance does not cover damage to watercraft(s) or equipment.

The Hirer indemnifies LEXA Holdings Limited T/AS Jet Ski Hire Auckland (and its Directors) from all claims of whatever nature that may result from the hire of the equipment.