

Terms and Conditions – Borroloola Houseboats

1. Charter Agreement

By hiring a houseboat, you are entering into a Charter Agreement. This ensures that your houseboat will be available on the agreed booking date. In the rare case of mechanical failure or other unforeseen circumstances beyond our control, Borroloola Houseboats will make every effort to provide a vessel of equal or greater value, subject to availability. If this cannot be achieved, a full refund of your hire fee will be issued. We are not responsible for any additional expenses you may incur.

2. Definitions

- “Houseboats” – All houseboats hired under this agreement, including fixed and movable equipment listed in the handling notes.
- “Owner” – Borroloola Houseboats, King Ash Bay, Borroloola.
- “Hirer” – The individual named on the booking.
- “Passenger” – Any person onboards the houseboat other than the Hirer.
- “River” – Refers to the McArthur River, Crooked Creek, and Carrington.
- “Handling Notes” – The instruction booklet provided, including operational guidance for the McArthur River, NT.

3. Booking and Cancellations

- A deposit is required within 7 days of booking.
- If the boat is not collected within 24 hours of the agreed hire date and the full balance has not been paid, the deposit will be forfeited, and the owner reserves the right to rehire the boat.
- Travel insurance is strongly recommended.

Natural Disasters & Pandemics:

No refunds will be issued in the event of cyclones, floods, fires, pandemics, etc. The booking may be rescheduled at the owner's discretion.

4. Payment Options

- EFTPOS, credit card (1.8% surcharge), cash, and direct deposit accepted.

5. Condition of the Vessel

- The hirer acknowledges the boat and all equipment are clean and in working order upon hire.
- The vessel must be returned in the same condition.
- The hirer is responsible for the cost of repairs or replacement of any damaged or missing equipment, including ropes, paddles, toilets, pumps, and motors.

6. Operation Limits

- Permitted travel areas include:
 - o Downstream: McArthur River, Crooked Creek, Carrington Flood Channel
 - o Upstream: Five Mile Rocks
- Vessels must not operate outside these limits or in unsafe river conditions.
- Night travel is prohibited unless necessary due to extreme weather or river conditions.

7. Maximum Occupancy

- The number of passengers must not exceed the amount listed in the booking agreement.

8. Supervision

- The hirer must remain in control of the vessel for the entire duration unless otherwise approved by the owner.

9. Operating Instructions

- The hirer must not attach the houseboat to another vessel without permission.
- The houseboat must not be taken out of the water.
- All handling notes must be read and understood before departure.
- Traveling at night is only permitted in emergencies to reach safe anchorage.

10. Fire Safety

- The hirer must read and understand how to operate all onboard fire extinguishing equipment.

11. Security Bond

- A security bond is payable before departure.
- This may be forfeited in the event of breach of contract, damage, or late return.
- Forfeiting the bond does not limit the owner's right to claim additional costs.

12. Termination of Agreement

- The boat must be returned by the agreed time.
- Late returns will incur penalties, including loss of bond and potential loss of future hire rights.
- The owner reserves the right to terminate the hire and reclaim the vessel for any breach of terms.

13. Indemnity

- The hirer uses the vessel at their own risk.
- The hirer is fully responsible for all passengers and equipment during the hire period.
- The owner is not liable for injury, loss, or damage, including third-party claims.

14. Fuel Policy

- The houseboat is fully fueled at the start of your hire.
- Fuel must only be sourced from Borroloola Houseboats.
- Fuel used is deducted from the deposit. Any excess must be paid by the hirer; unused fuel will be refunded.

15. No Lease Agreement

- This agreement does not constitute a lease or create any tenancy rights.

16. Non-Transferable

- This agreement is personal to the hirer and cannot be transferred to another party.

17. Servicing

- The hirer is responsible for ensuring the boat is serviced as required, based on the instructions in the handling notes.

18. Repairs

- Any faults or incidents must be reported immediately to the owner.
- Repairs must not be arranged without prior approval.
- The hirer is responsible for costs incurred from misuse, such as grounding or propeller damage.

19. Delays

- The owner is not responsible for delays caused by river conditions, repairs, or natural events. The owner may restrict travel if hazardous conditions arise.

20. Hirer's Property

- The owner takes no responsibility for loss or damage to the hirer's property, including vehicles parked at King Ash Bay.

21. Cleaning Fee

- The houseboat must be returned in a clean condition. If additional cleaning is required, a fee of up to \$500 may apply.