



Terms & Conditions

1) Cancellations and Deposits

A deposit is required on booking of the jet ski. Cancellation seven (7) days before the hire will be given a full refund of the hirers deposit upon notification. Cancellation within seven (7) days of the hire will result in loss of their deposit at the discretion of SeamonkeeZ Jetski & Surf. Refunds will also be given in the weather conditions are not suitable for hire and/or no re-schedule is suitable. The call of weather conditions is only authorized by SeamonkeeZ Jetski & Surf.

2) Conditions of Payment

The security bond is to be paid by bank deposit/cash/bank cheque/credit card before or on arrival of the hire. Security bond is NZD currency. The security bond will be returned on safe return of the jet ski and after re-fuel has been carried out. SeamonkeeZ Jet Ski & Surf reserves the right to keep any money from the security bond for the following.

- Loss or damage to jet ski or equipment.
- Costs or expense due to jet ski not being returned at the scheduled time.
- Overdue debits on the hirer's account (lifejackets, towable water sport equipment etc).

3) Users & hirers

a) The Hirer must be aware of how to responsibly operate a jet ski and share waterways in a courteous and respectful manner with others involved in all water-related activities.

b) Minimum age of 20 years to operate jets ski.

c) Maximum passenger loading including skipper is 1 persons of 205kgs for Seadoo Spark or 2 persons totaling 273kg for GTI jetskis. The maximum passenger loading for Seadoo LRV is 2 adults and 1 child totaling no more than 300kg.

d) 200 metres from shoreline and stationary marine vessels, speed can not exceed more than 5 knots. Maintain a speed of under 5 knots within 50 metres of other jet skis.

e) Yellow wristband/kill switch must be worn by skipper at all times whilst jet ski is operating.

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- f)** Driver and passengers must all be wearing approved life vests while using the jet ski
- g)** The Hirer must understand the proper procedure for starting and shutting off the engine and will make sure no person is in the water within the vicinity of the jet ski before starting and while running the engine
- h)** Must have an observer (minimum 10 years of age) on the jet ski if towing skier or ski tube
- i)** The jet ski must not be used in any water shallower than 0.6 metres of water or damage to the hull, engine, impellers or associated workings for the jet unit will be the sole responsibility of the Hirer
- j)** The jet ski will not be used by intoxicated persons or persons taking judgment impairing substances during the hire period
- k)** The Hirer will exercise proper care and diligence for the security of the jet ski and will do nothing to jeopardise any insurance claims that may arise while the vehicle is in the Hirer's care
- l)** The jet ski must be driven by or under direct instruction by the Hirer who signed for it
- m)** The Hirer is responsible for ensuring that this jet ski has sufficient oil and water while in their possession. This jet ski 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 NZD may apply
- n)** The jet ski must not be used outside –The map provided without written approval
- o)** No wake jumping
- p)** Declaration of any existing or past medical conditions
- q)** The hirer must be physically able to operate the ski and conduct all safety procedures and must not have any conditions that may impair him/her or put them at risk.

4) Local Hazards & Conditions

The Hirer is aware of the local navigational aids and their meaning, as well as local hazards and local regulations. The Hirer shall maintain a proper lookout at all times to other boats, navigational hazards and changing weather conditions. Be aware and keep 200m clear of all commercial ferries.

5) Breach of Law & Regulations

The Hirer shall be responsible for any costs resulting from breaches of Maritime laws, Vehicle Laws or Regulations including traffic and parking fines.

6) Discretion

SeamonkeeZ Jetski & Surf reserves the right to remove the jet ski from the Hirer's possession or exchange it at any time at - discretion. If the Hirer wishes to extend the period of hire a new agreement must be entered into with the owner.

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7) Damage & Accidents

Should the jet ski be involved in an accident or sustain loss while on loan, SeamonkeeZ Jetski & Surf must be informed immediately. The following steps must be taken:

- Inform the police if passengers or others are injured.
- Obtain the name and address of the driver of any other vehicles involved and the name and address of the insurance company.
- Obtain the name and address of any witnesses.
- Make no other statements & do not admit liability for the accident (as per insurance practice)

The hirer shall not have any claim against SeamonkeeZ Jetski & Surf for loss or damage suffered by the hirer as a result of the hirers use of the jet ski and further the hirer will indemnify SeamonkeeZ Jetski & Surf against any claim by a third person in respect of any loss, injury or liability arising out of the use of the jet ski hired by the hirer.

8) Indemnity & Insurance

a) In the event of an accident, the Hirer will complete the insurance forms that are required by SeamonkeeZ Jetski & Surf and will cooperate for any insurance purposes.

b) Insurance on this jet ski will be provided by the Hirer's insurance company where applicable.

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 SeamonkeeZ Jetski & Surf for the full cost of repairs to the jet ski and for any third party claims made against SeamonkeeZ Jetski & Surf

c) The Hirer could be required to pay SeamonkeeZ Jetski & Surf insurance excess if the Hirer's insurance does not cover the jet ski. The Hirer indemnifies SeamonkeeZ Jetski & Surf from all claims of whatever nature that may result from the hire of the equipment.