

Effective Date: 01/12/2025

Company: Rottnest Rentals Pty Ltd (ABN: 72 689 578 318), operating at Rottnest Island, Western Australia (the "Company").

Hirer: [Insert Hirer's Full Name], of [Insert Address], [Insert Phone/Email] (the "Hirer").

This Hire Agreement (the "Agreement") governs the hire of beach accessories and gear (the "Hired Items") from the Company to the Hirer for use exclusively on Rottnest Island.

By signing or acknowledging this Agreement (electronically or otherwise), the Hirer agrees to be bound by these terms and conditions.

This Agreement is subject to the Rottnest Island Authority Act 1987 (WA), the Rottnest Island Regulations 1988 (WA), the Rottnest Island Management Plan 2023–28, and all applicable environmental, biosecurity, and visitor conduct guidelines issued by the Rottnest Island Authority (RIA).

Important Notice: This Agreement is not legal advice. The Hirer should seek independent legal advice if needed. All Hired Items are provided "as is" and the Hirer assumes all risks associated with their use. The Company is a licensed commercial operator under RIA guidelines and requires all Hirers to comply with island regulations to protect the unique ecosystem, including quokkas, reefs, dunes, and marine sanctuaries.

1. Description of Hired Items.

The Hirer hires the following items from the Company:

Item Description

Cool Cabanas

Beach Umbrellas

Sun Lounges/Beach Chairs

Burleigh Wagons/Beach Wagons

Ninja Snorkels and Masks

Sunchill Inflatable
Lounges/Chairs

Eskys/Cooler Bags

Solar Phone Chargers

Fishing Gear (if available)

- Hire Period: From [Start Time/Date] to [End Time/Date] (the "Hire Period"). Extensions must be approved in writing by the Company and may incur additional fees.

- The Hired Items are for personal, non-commercial use only and must remain on Rottnest Island during the Hire Period.

2. Fees and Payment

- Hire Fees: As listed, plus any applicable GST. Fees are non-refundable unless the Company cancels due to unforeseen circumstances (e.g., weather closures by RIA).
- Payment: Full payment is due at the commencement of the Hire Period via [credit card/cash/electronic transfer]. Late payments incur a 5% daily fee.
- Additional Charges:
 - Overdue return: \$50 per hour/day beyond the Hire Period.
 - Cleaning fee: \$20–\$100 if items are returned excessively dirty, sandy, wet, or contaminated (to comply with RIA biosecurity requirements).
 - Damage/Loss: Full replacement cost plus administration fee of \$50.
- All fees are subject to change with notice, per RIA commercial operator guidelines.

3. Security Deposit

- The Hirer must pay a refundable security deposit of \$ [e.g., 50% of total hire fee, min. \$100] at commencement.
- The deposit secures compliance with this Agreement and RIA rules. It will be refunded within 48 hours of return if items are in original condition and no breaches occur.
- Deductions may be made for damages, cleaning, or fines imposed by RIA for environmental breaches (e.g., littering).

4. Hirer's Obligations

The Hirer agrees to:

- Inspect Items: Check Hired Items for defects upon collection. Report any issues immediately; otherwise, they are deemed accepted in good condition.
- Use Responsibly: Use Hired Items only for their intended purpose and in accordance with manufacturer instructions. Prohibited uses include:
 - Sub-hiring, selling, or modifying items.
 - Use in prohibited areas (e.g., marine sanctuary zones for snorkels where collecting is banned; off-track areas for wagons to prevent dune erosion).
 - Any activity causing environmental harm (e.g., dragging inflatables over reefs or dunes).
 - Not use the larger SunChill lounges at 'The Basin' to avoid potential overcrowding of a small swimming area.
 - All larger Sunchill lounges must be secured to the shore by either an anchor or rope to a secure point.

- All inflatable items must only be used in a water depth equal to the waist height of the person using the equipment.
- Beach Wagons (other than Burleigh Wagons) must not be used for carrying children.
- Rottnest Island Specific Requirements: The Hirer must strictly comply with RIA visitor guidelines and the Rottnest Island Management Plan 2023–28, including:
 - Wildlife Protection: Do not touch, feed, or approach quokkas or any wildlife (maintain at least 1.5m distance). No interaction that alters animal behavior. Breaches may result in RIA fines up to \$5,000.
 - Environmental Protection: Stay on designated tracks and boardwalks to avoid dune/vegetation damage. No walking, or anchoring on fragile reefs or seagrass beds. Leave no trace—remove all rubbish and return items clean to prevent biosecurity risks (e.g., no seeds, soil, or mainland contaminants on gear).
 - Marine Activities: For snorkels/masks/inflatables: No collecting marine life; avoid sanctuary zones (marked signage—fishing/snorkel restrictions apply).
 - Waste Management: No littering—dispose of waste in RIA bins. For eskys/coolers: No glass, and secure contents to prevent spills. Recycle where possible to support RIA's resource recovery goals.
 - Biosecurity: Ensure no food/plants/animals from mainland are transported via Hired Items without RIA approval. Gear must be rinsed of sand/salt upon return.
 - Safety and Access: No fires or open flames near gear. Respect coastal hazards (cliffs, unstable rocks). Use solar chargers responsibly to avoid fire risks.
 - Cultural Respect: Treat Wadjemup's Aboriginal heritage sites with respect—no unauthorized access or disturbance.
- Supervision: The Hirer is responsible for minors using items. Provide adult supervision for snorkeling/inflatables.
- Reporting: Immediately report loss, damage, or incidents (e.g., wildlife encounters) to the Company.

5. Company's Obligations

The Company will:

- Provide Hired Items in clean, safe, working condition, compliant with Australian consumer laws and RIA standards.
- Offer basic instructions on use and island rules.
- Maintain public liability insurance covering standard operations (does not extend to Hirer negligence).
- Facilitate returns and refunds per this Agreement.

6. Inspection, Return, and Condition

- Collection/Return: At designated Company location on Rottnest Island. Hirer must return items by end of Hire Period in the same clean, undamaged condition.
- Inspection: Company will inspect upon return. Photos may be taken for records.
- Non-compliance voids deposit refund and incurs fees.

7. Liability and Indemnity

- Risk Transfer: Risk passes to Hirer upon collection. The Company is not liable for injury, loss, or damage from Hired Items, including environmental hazards (e.g., sun exposure, marine stings).
- Indemnity: Hirer indemnifies Company against claims from use, including RIA fines for breaches (e.g., \$500+ for littering or wildlife interference).
- Limitation: Company's liability is limited to replacement of items or refund of fees. No consequential damages.
- Force Majeure: Delays/cancellations due to weather, RIA closures, or biosecurity alerts are not breaches.

8. Termination

- By Company: Immediate termination for breaches (e.g., environmental damage), with no refund. Company may retain deposit and pursue costs.
- By Hirer: Early return possible with pro-rata refund (less 20% admin fee), subject to inspection.
- Upon termination, Hirer must return items immediately.

9. Privacy and Data

Personal information is collected per Privacy Act 1988 (Cth) for hire processing and RIA reporting. Company may share with RIA for compliance.

10. Governing Law and Dispute Resolution

- Governed by laws of Western Australia. Disputes resolved via mediation in Perth, WA; failing that, courts of WA.
- RIA complaints: Lodge via ria@dbca.wa.gov.au.

11. General Provisions

- Entire Agreement: This supersedes prior understandings.
- Severability: Invalid clauses do not affect others.
- Amendments: In writing only.
- Waiver: No waiver unless signed.
- Assignment: Hirer may not assign without consent.

Acknowledgment: I have read, understood, and agree to these terms. I confirm compliance with RIA guidelines.

Hirer Signature: _____ Date: _____

For inquiries: crew@rotnnestrentals.au