Cockatoo Marine
Docks Precinct,
Cockatoo Island,
Sydney NSW 2039
Phone: 02 9940 0172

GOLF BUGGY HIRE TERMS CONDITIONS AND LIABILITY WAIVER

Terms and conditions

By signing this document, I hereby authorise and acknowledge:

1. The buggy will be operated by me and the authorised drivers named below, at my risk. It is also understood that Cockatoo Marine (CM) will not be held responsible for loss of or damage to personal items left in or with the buggy in case of fire, theft, accident, inclement weather or any other cause beyond CM's control;
2. That the total amount due on the associated invoice must be paid in full before collection. A bond of $750 is payable before the hire, by cash or a hold on a credit card. The bond, less any damage, cleaning or late charges, is refunded within 7 days of hire completion;
3. That the buggy must be collected and returned at the times booked. Charges of $25 per hour apply for late return, and a cleaning fee of $40 applies if the buggy is returned unclean;
4. That only the authorised drivers named below may drive the buggy. Each driver must hold a current motor vehicle driver's licence and have completed the Vehicle Access Protocol (VAP) training conducted by Cockatoo Island Rangers. I am responsible for all drivers and occupants and their actions;
5. That the buggy will only be driven on roadways on Cockatoo Island and not off-road. All NSW road rules apply where appropriate, and a speed limit of 10 km/h applies at all times. The buggy must not be driven by anyone under the influence of alcohol or drugs, or with a blood alcohol content of 0.05 or more;
6. That accidental damage insurance covers loss of or damage to the buggy only, and does not cover the first $1,000 of damage, which is my responsibility. It does not cover personal items, or damage caused by negligence or criminal action, overloading, speeding, overheating or misuse, damage while the buggy is overdue, more than one accident or event, or damage while an unauthorised person is driving;
7. That I will report any accident, damage or breakdown to CM immediately. If the buggy breaks down, I will contact CM to arrange its return, and CM is not responsible for any consequential loss in returning it;
8. That CM is not responsible for any fines incurred, or breaches of NSW road or maritime regulations, while the buggy is in my control or custody;
9. That I have read and agree to the Liability Waiver and Release below; and
10. I agree to and accept the terms and conditions and site rules provided in this email or at www.cockatooboatstorage.com.au/termsandconditions.

Liability waiver and release

LIABILITY WAIVER. This document includes a release of liability and an indemnity. By signing it you give up certain legal rights, including the right to claim against Cockatoo Marine for injury, death or loss of or damage to property. Please read it carefully before signing.

In this section, "CM" includes Cockatoo Marine, Escape Boating Pty Ltd and its directors, employees, contractors and agents. "I" includes the hirer and the company named below.

1. **Risk warning.** Driving or riding in a golf buggy involves risks of harm. These include collision with vehicles, pedestrians, buildings or heritage structures; rollover or being thrown from the buggy; uneven, wet or sloping surfaces; driving near wharf edges and falling into the water; and loss of or damage to personal items.
2. **Assumption of risk.** I understand these risks and voluntarily accept them for myself, the authorised drivers, and everyone travelling in the buggy under my hire.
3. **Release.** To the maximum extent permitted by law, I release and forever discharge CM from all claims, demands, actions, costs and liability for personal injury, illness or death, and for loss of or damage to property, arising from or connected with the buggy hire, including where caused by the negligence of CM, but excluding gross negligence or wilful misconduct.
4. **Indemnity.** I indemnify CM against any claim, loss, cost, fine or liability, including claims by third parties, arising from my breach of this document, or the acts or omissions of me, the authorised drivers or any occupants of the buggy.
5. **Damage to CM property.** I will pay for any loss of or damage to the buggy not covered by insurance, the first $1,000 of any insured damage, and any damage to other vehicles, buildings or property, caused by me, the authorised drivers or any occupants.
6. **Insurance.** The buggy's accidental damage insurance is limited as set out above. My personal items, and those of drivers and occupants, are not covered by CM's insurance.
7. **No warranty.** To the extent permitted by law, CM makes no warranty or representation about the fitness, quality or state of repair of the buggy beyond what has been explained in the safety briefing.
8. **Australian Consumer Law.** Nothing in this document excludes, restricts or modifies any right, remedy or guarantee that cannot be excluded under the Australian Consumer Law or any other law.
9. **Severability.** If any part of this waiver is found unenforceable, that part is limited or removed only to the extent needed, and the rest continues in full effect.
10. **Binding effect.** This waiver binds me, my company, and my heirs, executors, administrators and assigns.

Customer details

Hire booking	
Collection time / date	
Return time / date	
Hire duration	Day (return by 5pm) / 24 hr / Other: _____
Pre-paid	Yes / No

Hirer details	
Surname	
Given name(s)	
Company	
Address	
Postcode	
Mobile	
Email	

Authorised drivers	Driver 1	Driver 2
Surname		
Given name(s)		
Address and postcode		
Mobile		
Email		
Driver's licence number		
Holds a valid motor vehicle driver's licence	Yes / No	Yes / No
Has completed VAP training	Yes / No	Yes / No

Hire fees and payment	
Hire cost	
Other costs	
Bond	$750
Total	
Payment	Cash / Card
Cardholder name	
Cardholder signature	

Declaration

I declare there are _____ drivers, including myself.

I have understood the safety briefing and can operate the buggy safely.

By signing below, I confirm that I am 18 years or older, that I have read and understood this document, including the Liability Waiver and Release, that I have had the opportunity to ask questions or seek independent advice, and that I sign it voluntarily on my own behalf and, where named, on behalf of my company. As hirer, I am responsible for all drivers and occupants complying with these conditions.

Customer Signature	
Date of Signing	

Condition report

Mark any existing scratches, dents or damage on the diagrams and describe them in the boxes before the buggy is collected. The buggy will be inspected again on return, and any new damage may be deducted from the bond.

	**Damage noted before hire:** _____ _____ _____ _____ _____ _____ _____ _____
	**Damage noted on return:** _____ _____ _____ _____ _____ _____ _____ _____

	Before hire	On return
Hirer's signature		
CM representative		
Date and time		