

HAMILTON ISLAND

BUGGY HIRE AGREEMENT

Agreement - general waiver, indemnity, and limitation of liability

Please read this agreement carefully. It is a legally binding document. It affects your legal rights and contains releases of liability and a waiver of your legal rights.

In consideration of Hamilton Island Enterprises Limited ACN 009 946 909 and its related entities and subsidiaries ('Provider') allowing (names of Participants which includes any other nominated drivers and occupants, referred to as 'Participant/s') to take part in the activity known as hiring a golf buggy (which includes inclusive supply of golf buggies assigned to Hamilton Island Holiday Homes' accommodation offerings and qualia pavilions) on Hamilton Island, the Participant acknowledges and agrees that they are bound by the following terms.

Driver

Only the Participant and any nominated drivers on the agreement are allowed to drive the golf buggy.

To be eligible as a driver, the Participant and any nominated driver must each:

- a. be at least 21 years of age;
- b. present a valid Australian driver's licence OR international drivers' licence OR a valid foreign driver's licence with an English translation;
- c. hold a minimum of a provisional licence ('P' plates must be displayed when driving); and
- d. complete a safety demonstration and acknowledge their understanding prior to receipt of the golf buggy.

The Participants agree to be responsibility for the safe operation of the buggy and assume all risks associated with the operation of the golf buggy.

Safe operation of the golf buggy

All Participants and occupants of the golf buggy are using the golf buggy at their own risk. It is the driver's responsibility to ensure all occupants are aware of and comply with the safety requirements of using the buggy. The Participant and all occupants must:

- a. Obey all Queensland Road Rules available at <https://www.qld.gov.au/transport/safety/rules/road> as the buggies are conditionally registered vehicles under law
- b. Obey directions from Island Security and the Queensland Police Service ('QPS')
- c. Operate the buggy in a safe manner, comply with signage and take into account road and weather conditions
- d. Always wear individual seatbelts
- e. Not drive under the influence of alcohol and Queensland Road Rules apply in relation to alcohol limits and breath testing may be performed
- f. Not have open alcohol in the buggy
- g. Not use mobile phones while driving
- h. Not drive between 1.00am and 4.00am
- i. Not operate the golf buggy in neutral gear
- j. Not change or attempt to change settings, switches or otherwise seek to modify or utilise the buggy outside of the operation shown to Participants during the safety videos or inductions
- k. Not overload the buggy (2 people per bench seat) and the maximum payload of the buggy (available upon request as payload varies by style and make of the buggy)
- l. Remove ignition keys when the golf buggy is not in use (loss of the key will incur a replacement charge capped at \$150.00)
- m. Review and comply with the Hamilton Island and Dent Island Rules and Regulations available at <https://www.hamiltonisland.com.au/community-and-development/policies-forms>
- n. Not leave valuables or property in the golf buggy unattended
- o. Accept responsibility for the care of the buggy and agree to pay for any damage to the buggy

Enforcement: Compliance with these requirements is monitored and enforced by Island Security and the QPS. Penalties for breach include but are not limited to refusal of provision of a golf buggy, refusal of acceptance of a driver; confiscation of the golf buggy, removal of right of a Participant to drive, remote locking of the golf buggy and/or may be reported to the QPS. The Provider reserves the right to take such enforcement actions for breach of these terms or in the interests of safety with no refunds.

The Participant's golf buggy may be fitted with a tracking device and may be remotely monitored on a regular basis.

Minors: All Participants and occupants of the golf buggy travelling with minors must:

- a. Ensure minors are secured in appropriate child restraints or seatbelts as required by the Special Circumstances Permit summarised below with a full copy available within the Vehicle Ownership Guidelines available at <https://www.hamiltonisland.com.au/community-and-development/policies-forms>
- b. Be responsible for ensuring minors are behaving safely on or around the golf buggy
- c. Not permit minors to sit on laps or touch the steering wheel, pedals or controls

The Special Circumstances Permit issued by the Department of Transport and Main Roads sets out the following requirements:

- A passenger less than seven (7) years old must occupy the front passenger seating position.
- However, despite the above condition, a passenger four (4) years old or older must not occupy the front passenger seating position if there is another passenger who is less than four (4) years old.
- A passenger less than six (6) months old must be restrained in a rearward facing infant restraint.
- A passenger at least six (6) months old, but less than four (4) years old must be restrained in an approved rearward facing or forward-facing child restraint.
- A passenger at least four (4) years old, but less than seven (7) years old must be restrained in an approved forward-facing child restraint or by a seatbelt.

Baby Capsules: The baby capsule must be fitted by the Provider's trained staff and should remain secured to the golf buggy for the duration of the hire.

Securing and adjusting straps in the capsule during use to fit the child securely in the capsule is the responsibility of the Participant. The Participant is responsible to recheck capsule anchorage points and adjust straps securing the capsule to the seat each time the child is placed in the capsule restraint. Capsule covers cannot be used when the child is positioned in the capsule.

If you have any concerns after installation, please return to the place of hire for assistance.



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Where Participants can and cannot drive or park the golf buggy

Participants must not operate or park the golf buggy in the following locations, unless directed otherwise by the Provider and/or signage:

- a. on beaches, on any sand, through tidal or flood waters;
- b. on any grassed areas;
- c. on footpaths; or
- d. on walking and/or maintenance trails.

Participants must not park on yellow lines.

Breakdowns

If you experience any problem with the operation of the golf buggy, you must stop driving (as soon as safely practicable), park the golf buggy and call the number indicated at the time of hire to arrange help.

Buggy Hire	07 4946 8263
Hamilton Island Holiday Homes	07 4946 8640
qualia	07 4948 9222

Participants must not re-commence driving the golf buggy unless directed to do so by Island Security or representatives of the Provider. Participants must not move the golf buggy unless this is necessary to ensure the safety of the Participant, passengers and others on the road.

Damage Waiver

BUGGY HIRE

- a. For golf buggies hired exclusively through Hamilton Island Buggy Hire, Participants have the option to pay \$17.50 per day for the entire hire period for a damage waiver in relation to the hired golf buggy. The damage waiver means the Provider waives its right to claim from the Participant for physical damage to the hired golf buggy caused because of an accident provided such damage is not due to the negligent act or omission of the Participant, a nominated driver or occupant. This damage waiver DOES NOT apply to damage caused to any person (including the Participants or any occupant), third party person, third party property, or other damage whatsoever.
- b. This damage waiver will be deemed void (at Providers sole discretion) and will not apply if the Participant is found to have been in breach of this Agreement, the Hamilton Island and Dent Island Rules and Regulations, the Queensland Road Rules or has acted in a negligent or unsafe manner.
- c. In the event the damage waiver is deemed void, the Participant will be held liable for the full cost of repairs to the golf buggy.
- d. Failure to report an incident/accident will result in the damage waiver being void.

ALL OTHER OUTLETS (qualia and Hamilton Island Holiday Homes)

The damage waiver is not available to and does not apply to buggies provided or managed by qualia, Hamilton Island Holiday Homes or any private residence. Participants should obtain appropriate insurance at their discretion.

Damage and Loss

- a. The Participant assumes full responsibility for all and any liabilities, damages, losses, or costs arising directly or indirectly from the hire, operation or use of the golf buggy by the Participant or caused to the golf buggy, including but not limited to any injury to any person (including the Participant, nominated driver, occupant or a third party), damage to Provider's property or damage to any property.
- b. This term is subject to the damage waiver above, provided the Participant has complied with all terms of this agreement.
- c. If there is more than one Participant, any liability imposed by this Agreement shall bind them jointly and each of them severally.

Returning the golf buggy

The Participant must return the golf buggy to the Provider:

- (a) at the place, on the date and by the time stipulated by the Provider unless the Participant has informed the Provider of a change prior to the return date and time and the Provider has consented to the change; and
- (b) in the same condition and state as the golf buggy was in at the commencement of the hire, fair wear and tear excepted.

If the Participant returns the golf buggy at a later date or time than stipulated by the Provider, the Participant will be charged as per the daily rate applicable at the time of hire.

For Buggy Hire only – a non refundable fee of up to \$30.00 is applicable to every golf buggy that is hired at one location and returned to a different managed outlet.

Security

A credit card with pre-authorisation must be provided as security against any damage, loss and any other charges associated with this agreement by the Participant.

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Termination

Either party may terminate the agreement immediately if the other party commits a breach of the agreement.

The Participant may terminate the agreement at any time by returning the golf buggy to the original place of hire. No refunds are provided for early returns that are made at the Participant's discretion or where the Participant has breached this agreement.

The Provider may terminate the agreement immediately if the Provider is required to terminate by the QPS or other regulatory authority and take possession of the golf buggy from the Participant.

Consumer Law

To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on the Participant are excluded under this agreement.

Nothing contained in this agreement excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or under any international consumer protection legislation, provided that, to the extent that such law permits the Provider to limit its liability, then the Provider's liability is limited to:

- In the case of services, supplying the services again or payment of the cost of having the services supplied again; and
- In the case of goods, replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods.

General Terms and Conditions

1. The Participant acknowledges and agrees that:
 - (a) they enter into this agreement and hire, use and operate the golf buggy entirely at their own risk;
 - (b) the hiring, use and operation of a golf buggy involves obvious and inherent risks to the Participant, occupants or people in their care or control, and third parties, including a significant degree of physical risk, including the risk of personal injury or death;
 - (c) they are undertaking the activity of hiring, using or operating the golf buggy freely, voluntarily and at their own risk with full appreciation of the nature and the extent of all risks and requirements involved with the activity;
 - (d) the operation of the golf buggy has either been explained to them orally or they have been provided to them in writing
 - (e) They have seen and understood the safety video or the induction;
 - (f) they do not have any pre-existing medical conditions or injuries which might affect their ability to safely use or operate the golf buggy, and they shall notify the Provider of any such medical conditions or injuries should they arise during the hire period;
 - (g) at the time of signing this agreement and while using or operating the golf buggy, the Participant will not be under the influence of or affected by, alcohol, medications or drugs (whether legal or illegal) that may adversely impact the Participant's use or operation of the golf buggy;
 - (h) the Provider has an unfettered right to end the Participant's hire, use or operation of the golf buggy if the Provider considers in its absolute discretion that the Participant has or may act in a way which is unsafe or reckless.
2. To the extent permitted by the law, the Participant agrees to release, indemnify and hold harmless, the Provider and its current and former officers, Associates, employees, contractors, sub-contractors/consultants (including their respective employees and contractors) and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from the Participant's hire, use or operation of the golf buggy except to the extent such expense, cost, liability, claim, action, proceeding, damage, judgement or loss arose out of, was directly caused by, attributable to or resulted from the Provider's negligence or wrongful act/omission.
3. To the extent permitted by law, the aggregate of the Provider's liability to the Participant is limited to an amount not exceeding the amount paid by the Participant for the hire of the golf buggy.
4. Each indemnity in these terms and conditions is a continuing and independent obligation and survives the termination or expiry of these terms and conditions.
5. All of the clauses in this agreement are to be construed individually and should any one of these clauses or parts thereof become invalid or unenforceable or be otherwise severed from this agreement, the remaining clauses shall remain valid and enforceable and such clauses will be determinative of the liability of the Participant, the Provider and its Associates (except to the extent any statute may provide otherwise) relating to the Participant's participation in the activity.
6. In this agreement:
'Associates' means any associated or related entity of the Provider, or any employee, servant, agent, director, volunteer, or officer of the Provider or an associated or related entity of the Provider.
7. The terms and conditions may be executed in any number of counterparts and where the parties sign by electronic means, the parties agree that they have each consented to the agreed method of execution and may not subsequently challenge this method.
8. At various times the Provider may collect personal information about the Participant and/or persons accompanying the Participant during their stay at Hamilton Island. The Provider handles all personal information in accordance with its privacy policy and applicable privacy laws. The Hamilton Island Privacy Policy is available at <https://www.hamiltonisland.com.au/privacy-policy> for the Participant's review.

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Declaration and signature

By signing this agreement the Participant acknowledges that:

1. They are bound by the terms and the Hamilton Island Privacy Policy;
2. Participation in the activity may cause them to suffer personal injury or death;
3. To the best of their knowledge, the provided information is true and accurate;
4. They have participated in the safety demonstration and acknowledge that they understand all safety and operational requirements and their responsibilities; and
5. They have read and understood the Hamilton Island and Dent Island Rules and Regulations and Special Circumstances Permit.

Signature of Driver:	Date:	
Name of Driver:	Date of Birth:	
Address of Driver:	Telephone No:	
Licence No:	Expiry Date:	State/Country: