

## CONDITIONS OF HIRE

### River City Lookout Pontoon and Pontoon B, South Bank

Please read 'Conditions of Hire' carefully.

#### Booking Conditions

Booking requests will be considered on each individual application

River City Lookout Pontoon is made available to casual operators on either a 30 or 60 minute period depending on the size and capacity of the vessel.

In general, larger vessels will be required to book a 60minute slot (2x30 minute) for boarding of passengers.

All booking requests must be made at least three (3) business days prior, and through the online booking form available here - [https://www.visitbrisbane.com.au/south-bank/visitor-information/pontoon-bookings-at-south-bank?sc\\_lang=en-au](https://www.visitbrisbane.com.au/south-bank/visitor-information/pontoon-bookings-at-south-bank?sc_lang=en-au)

Telephone bookings will not be permitted. Telephone enquiries regarding availability will be permitted, however no tentative bookings will be permitted.

*Fair and equitable – The Hirer should not make a number of erroneous bookings, for them to be cancelled. Should cancellations of bookings become a regular occurrence, future bookings may not be accepted.*

#### Definitions

**The Hirer** – The vessel operator or their authorised representative

**The Pontoon** - River City Lookout Pontoon, Gangway or waiting area, or Pontoon B, South Bank

**SBVIC** - South Bank Visitor Information Centre

#### Conditions of Hire

1. The Hirer shall not:
  - Use or permit the pontoon to be used other than for the purpose of berthing an approved vessel;
  - Carry on or permit to be carried on upon the pontoon, any illegal, dangerous or offensive activities.
2. The Hirer must comply with and observe all statutes, regulations and obligations relating to the Pontoon.
3. The Hirer agrees to pay City Parklands on demand the cost of:
  - (a) Cleaning and tidying the Pontoon if not left in a condition satisfactory to City Parklands; and
  - (b) Repairing or making good any damage other than damage caused by events outside the control of the Hirer.
4. **No alcohol** is to be consumed on or in the vicinity of the Pontoon without prior written approval from City Parklands.

The Hirer;

- Is to ensure patrons do not carry open bottles of alcohol when they disembark from the vessel. ;

- Is to brief patrons to ensure they are fully aware they are not to drink alcohol in the Parklands after departing the vessel.
- must make arrangements for patrons who are clearly intoxicated to transfer to other transport immediately on arrival at South Bank.
- Must ensure that passengers do not disembark from the vessel into the parklands carrying unopened bottles of alcohol. The Hirer is required to make arrangements for the client to collect unconsumed alcohol separately (i.e. the next day)

In addition, if the event is a BYO alcohol event, including but not limited to a 18th/21st party, bucks or hen night, sporting club or university student function, the following additional measures are to be abided by:

- Register the cruise with the Queensland Police and provide a copy of the approved registration form to City Parklands. Registration can be completed online via <https://www.police.qld.gov.au/apps/reports/partySafe>

City Parklands may also require:

- A professional, registered security guard to be hired for the duration of the cruise who must ensure the safe disembarkation of all patrons.
- A mini bus or maxi taxi to be organised to transport intoxicated patrons from the parklands immediately upon disembarkation.

5. Should the Vessel continue to be berthed at the Pontoon after the time reserved, additional fees equal to applicable rate will be charged for each half-hour that the vessel remains berthed at the Pontoon. City Parklands shall also be entitled to remove and relocate the vessel at the cost of the User.
6. The Hirer releases City Parklands from all liability, loss and costs (including direct, special or consequential loss or damage and whether in negligence or otherwise) incurred in connection with injury, death or damage to the person or property of the Hirer, or any user of the Pontoon, which arises from use of the Pontoon or associated equipment and indemnifies City Parklands against any third party claims arising from same.
7. If booking the River Lookout Cruise Pontoon, the Hirer acknowledges that the Pontoon is designed to withstand a maximum berthing load from a 65 ton displacement vessel at 0.3m/s approach velocity.

The fender piles are designed to withstand a 400 ton displacement vessel at 0.3m/s approach velocity under a ¼ point berthing approach and the Hirer's vessel must not exceed these limits.

By signing this document, you acknowledge understanding of the limitations of the Pontoon and have read the document: "*City Parklands Services Berthing Capacity of Fender Piles at Charter Pontoon*".

8. The Hirer must efficiently and safely manage boarding and disembarkation procedures for its passengers, including waiting and queuing procedures on the Pontoon and passage onto the Pontoon and gangway, and must lock the gate to the gangway after use.

### **Cancellations**

9. Cancellations must be submitted and received by the SBVIC in writing (email), at least 24 hours prior to the confirmed booking time. The Hirer must also receive confirmation of receipt from SBVIC acknowledging any cancellations to avoid being charged for the docking

## **New Operators**

Operators must provide the following on an annual basis or when certificates expire or details change;

10. Documents advising of the following;
  - Berthing captain/s credentials
  - Security Management Plan (if required)
  - Crowd Management Plan (if required)
  - Plan of management
  - Liquor License (if applicable)
  - Sea Survey – including Stability subdivision report and approval letter and Class Survey Endorsement sheet
  - Insurance – Commercial Hull and Machinery
  - A certificate of currency of public liability insurance, with coverage of each incident of not less than twenty million dollars (A\$20million) for the vessel.
  - Protection and Indemnity
  - Certificate of Operation issued by Australian Maritime Safety Authority (AMSA)
  
11. City Parklands reserves the right to refuse a booking should there be any concerns for safety or security concerns or on the advice of other government agencies, including but not limited to Queensland Police Service (QPS) or Australian Maritime Safety Authority (AMSA).

## **Payment of booking hire fees**

12. Invoices will be raised by City Parklands Services Pty Ltd at the end of each calendar month. Payment to be made within 14 days. Should payment not be made within the agreed terms and conditions, City Parklands reserves the right to cancel existing bookings or not accept new bookings for use of the Pontoon.