

Terms & Conditions

Captain Billy's 4WD Hire runs a modern fleet of vehicles which is updated regularly and serviced to the highest standards.

All inclusive hire charges:

All hire charges include Australian Goods and Services Tax (GST) and daily insurance. You have unlimited mileage. All cooking equipment, crockery and cutlery is supplied. There is a charge for child restraints and freshly laundered linen. The hirer and other authorised drivers must be 21 years of age or over and produce a valid full drivers licence. Special conditions apply to drivers aged 18 to 20 years. Australia recognises drivers licences issued by your own country, as well as International drivers licenses. If you are a member of an Automobile Association bring your membership card with you and gain additional privileges and information on travel throughout Queensland.

Maintenance and Repairs:

You are authorised to effect minor repairs up to \$100.00. This will be refunded upon presentation of a GST invoice. If major repairs are needed, protect yourself by getting us to authorise it first. Problems encountered with the vehicle or equipment must be reported to Captain Billy's 4WD Hire as soon as practicable. This gives Captain Billy's 4WD Hire the opportunity to rectify the problem within the rental period. Failure to do so will compromise any claim that may eventuate after the hire is finished. In all cases the responsibility of Captain Billy's 4WD Hire is limited to refunding for the time that the vehicle was actually in repair. No alternative accommodation or food items will be paid for during down time. Malfunction of items such as but not limited to Radio/Cassette/CD players, Stove, Cooler box, Water pump, are not considered mechanical breakdowns and downtime will not be paid for these items. Retrospective claims will not be accepted.

Vehicle Security Deposit:

Bushranger Roof Top Tent, Safari Bushranger, Bushcamper and Kimberley Kamper

Standard comprehensive insurance cover is included in the daily rental rate, a standard vehicle security deposit of AU\$6000 applies.

The main driver must be in possession of a **Credit Card** in their own name when pick up the 4WD vehicle/Kimberley Kamper trailer. The card must have enough available funds to cover the excess security deposit amount (which will be charged to the card and refunded 14 days after the return of the hire finishes). The card will also pay for local fees, extra equipment and anything purchased additionally at the depot. **Cash and Debit cards are not accepted.**

Credit Cards

We only accept Visa/MasterCard Debit/Credit card. These cards will incur an additional 2% surcharge on any transaction. The following fee apply for the rental and any additional products (irrespective of chosen account e.g. savings, credit, etc.)

On collection of the vehicle the customer agrees to pay a Vehicle Security Deposit and authorises the owner to deduct from the Security deposit any amounts due by them to the

owner arising out of the Agreement. The vehicle Security Deposit can be reduced and this is determined by which Excess Reduction Options is selected.

We offer the following option to reduce this excess:

Excess Reduction:

Option 1 AU\$38.00 per day (maximum charge of AU\$1,140) reduces excess to AU\$2,800 and only a credit card imprint is required. Maximum charge is for 30 days.

Option 2 AU\$55.00 per day (maximum charge of AU\$1,650) reduces excess to AU\$1,800 and only a credit card imprint is required. Maximum charge is for 30 days.

Option 3 AU\$70.00 per day (maximum charge of \$2,100) reduces excess to AU\$500 and only a credit card imprint is required. Maximum charge is for 30 days.

Captain Billy 4WD Hire strongly recommends our customers to take the bond waiver insurance to minimise excess exposure and travel with peace of mind.

Inclusions

Reduction Option 3 cover includes the following extras:

- Picnic Table and Chairs (one chair for each person travelling)
- Pre-purchased LPG bottle
- Kit bedding and linen

With All Vehicles Full Cost of Liability Applies if:

1. Any water related damage, which includes but is not limited to:
2. Any vehicle submersion
3. Contact with salt water
4. Creek or river crossing
5. Driving through low plain flooded areas
6. Beach driving
7. Damaged while driving on the Old Telegraph Line and Frenchmans Track
8. Mechanical damage other than fair wear or tear

If the terms of the Rental Agreement are breached the hirer will be responsible for the total cost of any damage. This will also include any damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the vehicle) and driving under the influence of alcohol or drugs.

Exclusions to the excess reduction:

1. Personal belongings: We recommend the hirer does not leave valuables in the vehicle and that they take out personal insurance.
2. The incorrect use of fuel (fuel being diesel or petrol). The hirer will be responsible for any associated cost.

3. The cost to retrieve or recover a vehicle which has become bogged
4. The cost to replace keys, which have become lost, or retrieval of keys, which have been locked in a vehicle.
5. Overhead and underbody damage to the vehicle..
6. Driving on restricted roads.
7. Any costs associated with breakdown or accident on unsealed roads.
8. Damage to mechanical parts or the interior of the vehicle due to misuse or negligence.

Hire period:

Minimum is 7 days. Collect from 8 am onwards on your first day of hire and return no later than 5pm on the last day.

Late pickups are available on request. An after hours fee will apply.

Days of hire are calculated on the number of actual calendar days you have the Captain Billy's 4WD Hire. Vehicles are restricted to Queensland.

Late pick-up or early return of vehicle does not entitle the hirer to any refund of the unused portion of the rental.

One way hires to Bamaga is a minimum of 12 days, duration less than this may incur a one way charge.

Public Holiday Surcharge

Surcharge of AU\$80 will apply to all vehicle rentals that are collected or dropped off on the following days:

- Boxing Day
- Christmas holiday
- New Year Holiday
- Good Friday
- Easter Sunday
- Easter Monday
- ANZAC Day
- Labour Day
- Australia Day
- Queens Birthday

Travelling in Remote Areas:

During your travel in remote areas and the Outback, you are welcome to travel on any recognised road both sealed and unsealed that is visible on a Hema Map, provided that the road is in good condition and safe for the passengers of the vehicle. You are not permitted to make your own tracks. You must follow all signposts and instructions that are governed by local authorities, indigenous and private land owners and communities. If you are travelling on private land the company highly recommends seeking advise from station owners and requesting their own

station map.

The company recommends all remote area travellers confirm with local police that the roads on which they intend on travelling are in fact open for travel. Driving on roads that are closed is considered negligence and regardless of circumstances, will constitute a breach of these Terms and Conditions.

Accidents and Breakdowns:

The liability of Captain Billy's 4WD Hire extends to either replacing your vehicle with a similar one, or refunding your hire charge for any days you lose the total use of the vehicle.

Pets

Pets or livestock are not permitted in any Captain Billy's vehicles.

What you need to know - your conditions of hire.

Read this carefully. Prices may be subject to change due to factors beyond the control of Captain Billy's 4WD Hire. Any changes in price affecting a client between the time of booking and payment received will be advised immediately. The company takes no responsibility for any detention, delay, loss, damage or injury that a hirer might experience no matter how it is caused or by whom. The company's rental agreement is the sole contract for hiring the vehicle, between the company and the hirer and passenger(s). No refunds are payable on accommodation, Captain Billy's 4WD Hire not being available, where a hirer or passenger amends, cancels or seeks to vary agreements after departure. These conditions cannot be varied or altered or waived by any employee, agent or representative of the company or by anyone providing services or facilities. The company cannot be bound by any representative or statement unless it is confirmed in writing by the company's directors or management. Your travel agent will forward deposits and other payments to us on your behalf, but your travel agent is not our agent for the purpose of the receipt of monies. The company reserves the right to provide a comparably high standard vehicle where a booked vehicle becomes unavailable through servicing or reasons beyond their control.

Disclaimer: all illustrations and text are representations only and slight variations may occur from time to time.

Irresponsible and/or careless use of 4 wheel drive vehicles can result in serious injury or death. Please exercise due caution while driving your Captain Billy 4WD!

While your safety is our number one concern, we must also look after our vehicles to ensure that we can service future customer bookings. While our vehicles are purpose built, they will not withstand abuse, negligent treatment or reckless driving, and you should note that breaching the conditions agreed in your rental contract may not only endanger you and your passengers, but could also put you at significant financial risk and responsibility.

The speed limit on the open road is 100 kph (60 mph). In built-up areas the limit is 50 kph (30 mph).

Cape York Dirty Vehicle Fee of \$400 applies to all vehicles.

4WD Vehicles and Kimberley Kamper trailers:

Cleaning Fee - Whatever your rental agreement, you will be required to pay a cleaning cost if the 4WD vehicle or Kimberley Kamper Trailer requires more than the usual standard cleaning on its return to restore it to its pre-rental condition, allowing for fair wear and tear.

Water Damage - due to water crossings.

General Damage - arising from misuse.

The following items for Kimberley Kamper Trailers are not covered

- Impact or stone damage to body, chassis or running gear.
- Soiling of fabrics and internal fitments from dust and other airborne substances.
- Movement or damage caused by dislodgment of appliances and fittings resulting from hard impact, heavy landings, severely rutted roads, or tracks.

Driving Fines

If you are fined or penalised for breaching any traffic laws, you are liable for the fine and/or associated administration costs.

Cancellations

Once a booking has been confirmed and a deposit paid the booking is considered live and is subject to the cancellation policy.

The AU\$500 deposit is forfeited if bookings are cancelled 29 days and over of departure.

- 29 days and over Deposit retained
- 20 - 29 days - 20% (or deposit, whichever is agreed)
- 10 - 19 days - 40% of total reservation cost
- 1 - 9 days - 75% of total reservation cost
- No Show -100% of total reservation cost.
- No refunds for cancellations made after the travel or travel date has commenced.

Major Credit Cards accepted: Mastercard and Visa.

Deposit and payments

When you receive your confirmation a deposit of AU\$500 is required to secure the booking. The balance of monies owing to Captain Billy's 4WD Hire is required 28 days before hire commences and will be automatically debited from the credit card details supplied. Cancellation fees apply.

Fuel

All vehicles are supplied with a full tank of fuel at the start of hire, and must be returned with a full tank at the end of your hire. Any costs or damage arising from incorrect or contaminated fuel being added to the fuel tank shall be at the hirers expense.

Captain Billy's 4WD Hire Locations

Vehicle Collection & Return:

Pick up/drop off is Cairns.

Due to popular demand, Captain Billy now offers pick up and/or drop off in Bamaga.

PLEASE NOTE that a surcharge of \$1,500.00 applies per Bamaga pick up and/or drop off and a

minimum of 12 days applies. One way hires of duration less than 12 days may also incur an additional one way charge.

Head Office

Phone Reservations: +61 7 6248 5288

Fax Reservation: +61 7 4051 4872

Postal Address: 80 Scott Street, Bungalow QLD 4870, Australia

Email: info@captainbilly4wdhire.com.au

Internet: www.captainbilly4wdhire.com.au

Note: conditions and charges may vary from time to time.