

Japan Campers – Rental Terms and Conditions

updated on: 1 April 2017

Thank you for choosing Japan Campers.

It is important for you to read and acknowledge these terms and conditions so you can safely and securely enjoy your holidays in Japan and make it a wonderful experience.

If you have any additional questions about these terms and conditions please do not hesitate to contact us directly.

1) DEFINITIONS

This Agreement - means the Rental Agreement and these Terms and Conditions.

Customer - means the person or persons nominated as the hirer and any person whose details are presented for payment of the Customer's charges. Refer to clauses 21 and 28 for information about the Vehicle Security Deposit requirements.

Japan Campers - means Japan Campers Co., Ltd. and/or companies/individuals we represent.

Rental Period - means the hire period or any agreed variation thereof and any additional period during which the Vehicle is in the Customer's possession or control.

Vehicle - means the Vehicle hired by the Customer and includes tires, tools, accessories (navigation, WiFi router), camping utensils, and all other equipment, documents or additional hire items related to the Vehicle and any replacement or substitute Vehicle that may be provided.

2) RATES and CONDITIONS

Rates and Conditions quoted in our documentation are subject to change without notice. However, we will not alter rates or conditions applicable to your rental, once your rental has been confirmed. Any booking amendments will result in the rate booked being recalculated at the rate applicable on the date of amendment.

Please note all prices are quoted and payable in Japanese Yen (JPY).

3) OFFICE HOURS OF OPERATIONS

Japan Campers office operates 7 days per week, 09:00am to 6:00pm. We request that clients collecting or returning their vehicle arrange the meeting within the office hours.

We are closed on the New Year days Dec 31- Jan 3. Please allow adequate time to complete the required paperwork when collecting or returning your vehicle. All vehicles must be collected from and returned to a arranged destination and cannot be changed without prior authorization.

A surcharge may apply to all rentals picking up and/or dropping off outside the office hours.

4) RENTAL DURATION

4.1 Rental days are calculated on a daily basis. The start of your rental - regardless of pick up time - is considered as your first day. The last day of your rental - regardless of the drop off time - is calculated as your last day. When calculating the number of days the Vehicle is rented, the day of pick-up is counted as the starting day of the rental, regardless of pick-up time. The rental period is incremented

every day. The day of the Vehicle's return is counted as the final day.

4.2 There is no Minimum rental period but all rentals are subject to Vehicle availability.

4.3 Late pick-up or early return of the Vehicle does not entitle the Customer to any refund of the unused portion of the rental.

5) PICKUP AND DROP OFF OF THE VEHICLE

5.1 The Customer acknowledges having received the Vehicle in a clean condition, with a full fuel tank and full bottles of gas (if applicable).

5.2 The Customer will return the Vehicle in a clean condition with a full fuel tank and full bottles of gas (if applicable), on the return date, time and location set out in the Rental Agreement. Failure to adhere to these requirements will result in additional charges.

5.3 The Customer acknowledges that Japan Campers will reasonably determine what, if any, refund may be warranted if the Vehicle is returned or the Customer ceases to have the use of the Vehicle prior to the return date.

6) CHANGE OF DROP-OFF DESTINATION

If the Customer wishes to change the drop off destination, they must obtain authorization from the Japan Campers office first. Subject to the change being approved, an additional charge of up to ¥70,000 may apply. The Customer will be required to be paid the extra fee immediately via PayPal or Bank Transfer. The fee may apply in all cases irrespective of the reason for location change.

7) LATE DROP-OFFS

7.1 If the Customer wishes to drop-off the Vehicle after business hours, they must get approval from our office. Failure to obtain authorization will result in a daily penalty fee of ¥10,000 in addition to the daily rate.

7.2 The Customer will be required to pay an extra day's Liability Compensation Premium (based on the Liability Compensation Option selected) as they will be held responsible for the Vehicle up until the time that it is checked in by Japan Campers staff member.

8) RENTAL EXTENSION

8.1 If the Customer wishes to extend the rental whilst on hire, they must obtain authorization from Japan Campers office.

This is always subject to availability. On positive confirmation of the rental extension - the extra cost of an extended rental must be paid immediately by Paypal or Bank Transfer.

8.2 Failure to obtain an authorization for a rental extension will result in an extra fee of ¥10,000 per day in addition to the daily rental rate (including Liability Compensation charges) for each day until the Vehicle is returned. The daily rental rate charged will be the rate applicable on the day of extension (which may be different from the original rate booked) per vehicle for the extended rental period.

9) ONE WAY RENTALS

9.1 Currently we have only one office located in Tokyo - Narita and One-Way rentals are available only by prior arrangements.

9.2 A One-way fee of ¥30,000 – ¥70,000 applies and it is calculated individually.

10) EXTRA DRIVER FEE

There are no fees for additional drivers. However, all additional drivers must be assigned during the vehicle pick-up.

11) DRIVERS LICENCE

11.1 A current and full (non-probationary) motor vehicle driver's license, International Driving Permit and a valid Passport is required and must be produced upon vehicle collection.

For countries that do not require an International Driving Permit please provide an accredited Japanese translation. The translation must be provided by a Japan Transport Agency, authorized translation service or a diplomatic representative at a high commission, embassy or consulate, or the authority that issued your overseas license).

12) AGE RESTRICTIONS

Drivers must be 21 years of age or over. Drivers under 21 and over 70 years of age are welcome but require additional Vehicle Deposit and higher Excess Fee.

13) USE OF THE VEHICLE

13.1 The Customer agrees that, during the Rental Period, the Customer will **not allow** the Vehicle to be:

- (a) driven otherwise than in a prudent and cautious manner. For example: a single vehicle rollover is considered a breach of this condition. A single Vehicle rollover may include, but is not limited to, a Vehicle that has rolled, tipped or fallen over and this has caused damage to the side and/or roof area of the Vehicle;
- (b) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by Japanese law.
- (c) left with the ignition key in the Vehicle while it is unoccupied;
- (d) damaged by:
 - (i) submersion in water
 - (ii) contact with salt water
 - (iii) creek or river crossing
 - (iv) driving through flooded areas
 - (v) beach driving;
- (e) used for any illegal purpose or in any race, rally or contest;
- (f) used to tow any vehicle or trailer;
- (g) used to carry passengers or property for hire or reward;
- (h) used to carry more persons than is permitted in the Vehicle registration documents, or on the Vehicle or specified in this Agreement;
- (i) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material and;

(j) used for the purpose of transporting and haulage of goods other than what might be reasonably expected of a leisure rental.

13.2 Road restrictions apply as follows:

(a) Japan Campers Vehicles can only be driven on sealed/bitumen or well-maintained roads.

(b) Vehicles are not permitted to be driven on any beaches and unsealed roads.

The Customer is responsible for all damage if travelling on forbidden roads as defined in later clause.

13.3 For your well being, and for safety purposes Japan Campers reserves the right, at its sole discretion, to restrict Vehicle movements in certain areas due to adverse road or weather conditions, and the distance to nominated destinations in relation to the length of the hire period. Japan Campers will advise you on pick-up of any travel restrictions known at that time.

13.4 Where Japan Campers mandates a change in drop off location, no additional fees will apply.

13.5 The Customer shall not make any alterations or additions to the Vehicle without the prior written consent from Japan Campers.

13.6 The Customer will not allow any animals to be carried in the Vehicle.

13.7 The Customer shall take all reasonable steps to properly maintain the Vehicle, including daily checks of the oil, water and batteries, and will stop the Vehicle and contact Japan Campers office immediately should vehicle warning lights indicate any potential malfunction.

14) MAINTENANCE AND REPAIRS

14.1 Japan Campers must be informed immediately in case of a vehicle malfunction.

All repairs must be approved and reimbursement, where applicable, will be granted provided the Customer was not responsible for the damage. In all cases, receipts must be submitted for any repair or the claim will not be paid.

14.2 Subject to the terms of the Liability Compensation Option taken, the Customer will pay for the cost of repairing or replacing tires damaged during the Rental Period except if the tire is defective and is returned by the Customer to Japan Campers office for inspection and is subject to a warranty claim on the manufacturer.

15) ON-ROAD ASSISTANCE

15.1 Any problems associated with the Vehicle including equipment failure, must be reported to Japan Campers as soon as possible in order to give the opportunity to fix the problem during the rental. Failure to do so may compromise any claims for compensation. We reserve the right not to accept liability for any claims submitted after the rental period.

15.2 This service covers any technical malfunction of the vehicle arising from a manufacturing or material fault that directly renders the part concerned unfit for operation during the warranty period and for which a warranty claim is not excluded.

Please note the manufacturer does not generally cover;

(a) The vehicle running out of fuel

(b) The keys being locked inside the vehicle or lost

(c) Flat batteries caused by incorrect usage of the batteries and or incorrect usage of any equipment that requires the batteries to operate.

(d) A breakdown caused by damage caused in an accident

(e) A breakdown caused by a deliberate neglect

15.3 All road side assistance required or managed due to 15.2 a-e will incur additional charges provided by third party assistance.

15.4 Japan Campers provides 24hr/ 7 days a week on road assistance support.

16) VEHICLE AVAILABILITY

16.1 Vehicles cannot be requested by make or model, only by vehicle category.

16.2 Japan Campers will attempt to supply the vehicle category selected, however should the Vehicle booked be unavailable through unforeseen circumstances, Japan Campers reserves the right to substitute an alternative Vehicle without any prior notification. The alternative vehicle shall be as close a substitute for the booked Vehicle as possible. Japan Campers will reasonably determine what, if any, refund may be warranted if a Vehicle substitution is required.

16.3 Should the customer decide to voluntarily downgrade their vehicle type than that booked, they will not be entitled to a refund.

17) TITLE TO VEHICLE

The Customer acknowledges that Japan Campers retains title to the Vehicle at all times. The Customer shall not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

18) FOR YOUR PROTECTION

Japanese legislation provides no or very limited coverage for personal injury.

Japan Campers does not accept any liability for personal injuries sustained during the rental and recommend the hirer does not leave valuables in the vehicle. It is strongly recommended to have a personal travel insurance to cover for the loss/ damage of personal belongings.

19) VEHICLE DAMAGE – Liability Deductible Compensation System

19.1 The Customer understands that:

(a) all Vehicles are insured for Third Party Vehicle and property damage (Basic insurance option).

(b) the Customer will have to pay a Liability in respect of any damage incurred whilst in the customer's possession;

(c) the Liability may be reduced by taking out the Extended Insurance coverage option.

19.2 Any Liability Option is void, and the Customer will be responsible for the total cost of any damage (as per clause 19.8) if the Customer breaches any of the conditions of clause 13 and 20.

19.3 If no Extended Insurance Option is taken, the customer is responsible for the first 100,000JPY (200,000JPY for the Motorhomes) of the cost of damage as described in clause 19.8.

19.4 Japan Campers offers an option to purchase Extended Insurance Option.

19.5 With Extended Insurance option taken the hirer will need to pay a 50% Liability for any first damage to the Vehicle, subject to clause 20.

19.6 The Vehicle Security Deposit applies in respect of each claim, not rental.

19.7 The Liability is applicable regardless of who is at fault and must be paid at the time the accident report is completed, not at the completion of the rental.

Where a Third Party is involved the Vehicle Security

Deposit will be refunded only if Japan Campers recovers the cost of the damages from the Third Party.

Please note that Third Party claims can take many months to resolve.

19.8 Damage includes any and all damage to Third Party property, damage to the rented vehicle including windscreens, tires, towing and recovery costs, theft, fire, break in or vandalism. This also includes the cost of the daily rental rate for the period the vehicle is being repaired. In addition to the costs associated with the claim, a processing fee of ¥10,000 and associated damage assessment fees will be applicable per claim.

JAPAN CAMPERS STRONGLY RECOMMEND THAT OUR CUSTOMERS TAKE THE EXTENDED INSURANCE OPTION FOR TRAVEL WITH PEACE OF MIND.

20) INSURANCE COVER EXCLUSIONS

The Customer acknowledges that they are responsible for all costs for the following damage irrespective of the Liability Compensation Option that may have been taken. Damage as identified below is specifically excluded from any Liability Option (not covered) and the customer remains fully liable for all costs incurred.

(a) for any damage due to vehicle use in contravention of clause 13 – “Use of the Vehicle”;

(b) an accident that has not been reported to the Police (an accident without an incident report issued by the Police);

(c) an accident caused by drivers not identified on the rental agreement and/or drivers that have a license that has been cancelled or suspended and/or drivers who have a license that is classified as a learners or probationary license;

(d) an accident caused while driving without a driving license;

(e) any damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the vehicle);

(f) any accident/damage while driving under the influence of alcohol or drugs and negligence resulting in damage to the hired Vehicle or Third Party vehicle/property;

(g) an accident that has occurred after the original rental period has expired and no advance notification of extension (and additional payment) has been received;

(h) for any loss or damage to personal belongings: Japan Campers recommend the Customer does not leave valuables in the vehicle and that they take out personal travel insurance;

(i) If the Customer is deemed by local authorities to have been careless, negligent or wilful in failing to abide by the local road rules, resulting in damage to the hired Vehicle or Third Party vehicle/property;

(j) the cost to retrieve or recover a Vehicle which may include, but is not limited to a vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned;

(k) the cost to replace keys which have become lost, stolen, or retrieval of keys which have been locked in the Vehicle;

(l) for all costs relating to overhead or underbody damage to the Vehicle however caused, except where Extended Insurance Option is taken.

This does not cover single Vehicle rollover.

(m) for damage caused to the Vehicle because total load (kg) has exceeded recommended load as stated in vehicle manual;

(n) any damage caused to the Vehicle due to the use of snow chains; and

(o) for any cost associated with the incorrect use of fuel (fuel being diesel or gasoline), or water or other contamination of fuel.

21) VEHICLE DAMAGE SECURITY DEPOSIT

21.1 On pick-up of the Vehicle, the Customer agrees to pay a Vehicle Damage Security Deposit. The Customer authorises Japan Campers to deduct from the Vehicle Security Deposit any amounts due to Japan Campers arising out of the Agreement. The Vehicle Security Deposit amount is determined by the Liability Compensation Option selected. Only Cash is suitable for the purpose of supplying a Vehicle Security Deposit.

21.2 If the Customer does not take the Extended Insurance Options, the Vehicle Security Deposit is 100,000JPY (200,000JPY for motorhomes) payable by the Customer during the pickup.

21.3 If Liability Compensation Option has been taken the Vehicle Security Deposit is 50% of the above. The amount will be held by Japan Campers until the vehicle drop off.

21.4 The Vehicle Security Deposit is refundable provided the Vehicle is returned on time, to the correct location, undamaged, in a clean condition and with full fuel tanks (fuel being gasoline or diesel).

21.5 Japan Campers reserves the right to retain up to ¥30,000 cleaning fee if the Vehicle is not returned in a clean condition. This includes smoking related cleaning, as smoking is **not permitted** in the vehicle. The toilet and wastewater tank (if applicable) must be emptied prior to the return of the Vehicle, or an additional ¥20,000 soiling fee will be retained.

21.6 Failure to return the vehicle with full gasoline or diesel tanks will result in additional refill charges.

22) PROCEDURES IN CASE OF AN ACCIDENT

If the Customer is involved in a motor vehicle accident whilst on hire, the following procedures should be followed:

(a) At the Accident Scene the Customer must:

1. Obtain the names and addresses of Third Parties and any Witnesses.

2. Report the accident to police, regardless of estimated damage costs.

3. Not accept blame or insist the other party is at fault.

4. If possible, photograph damage to all vehicle(s) and registration number(s).

5. Contact the Japan Campers office immediately.

6. If the vehicle is still driveable, and the customers wishes to continue his travel, The Excess Fee must be deposited into Japan Campers bank account. within 24 hrs.

(b) At the Japan Campers office

1. The Customer must produce their Driver's License and hand over the police report (if applicable) and any supporting photographs.

2. The Customer is required to pay the Excess fee and any other amount due by them in respect of any damage arising from an accident, loss or damage. This amount is payable at the time of reporting 'the event' and not at completion of the Rental Period.

3. The Japan Campers Representative will ensure the Motor Vehicle Accident Report is completed clearly and accurately signed by the Customer.

(c) Exchange Vehicle

1. The availability of an Exchange Vehicle in case of an accident is not guaranteed; provision is subject to availability, Customer location, accident liability and remaining hire duration. Additional charges may be incurred (see below).

2. If an Exchange Vehicle is required as a result of an accident, the Customer is responsible for making their own way to the Japan Campers office or pick-up location at their own cost.

3. Japan Campers may offer the Customer the option of paying an "Exchange Vehicle Relocation Fee" to send a driver to deliver the exchange Vehicle to the Customer's location.

4. The Customer will pay for any costs relating to delivery of a change over Vehicle as a result of any single Vehicle accident. This charge applies irrespective of any Liability Compensation Option taken.

5. A new Vehicle Security Deposit will be required for the exchange Vehicle.

(d) Time Frame for Settlement of Customer Liability Claims

1. Japan Campers shall ensure that any money due back to the client is forwarded as quickly as possible, however Third Party claims can take months or even years to resolve. Japan Campers cannot force the destiny of these claims, and the customer acknowledges that handling of these claims is up to our Insurer and the Third Party, whether they be insured or not.

2. Japan Campers agrees to refund any Vehicle Security Deposit refunds applicable within 30 days of receiving the final resolution and payments relating to Third Party claims.

3. The Customer agrees to provide all reasonable assistance to Japan Campers in handling any claim including providing all relevant information and attending Court (if possible) to give evidence.

Important Note: Under no circumstances should the Customer attempt to start or drive a vehicle that has been involved in an accident, damaged by rollover, water submersion or any other means without permission from Japan Campers. If the vehicle is un-driveable after an accident and the Customer would like to have a replacement Vehicle, which will be subject to time, distance and availability, the Customer must make his/her own way (at the Customer's expense) to the Narita office. Should the Customer require a change over Vehicle, a new Vehicle Security Deposit is required and this amount is determined by the Liability Compensation Option.

23) RELEASE AND INDEMNITY OF JAPAN CAMPERS

23.1 The Customer releases Japan Campers, its employees and companies/individuals represented, from any liability to the Customer (regardless of who is at fault), for any loss or damage incurred by the Customer by reason of rental, possession or use of the Vehicle.

23.2 The Customer hereby indemnifies and shall keep indemnified Japan Campers, its employees and companies/ individuals represented, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of the Customers use and/or possession of the Vehicle.

23.3 Any indemnity required of the Customer shall not operate to indemnify Japan Campers in respect of any negligent act by Japan Campers.

24) TRAFFIC OFFENCES

24.1 The Customer is liable for all offences and violations committed during the Rental Period involving the use of the Vehicle where the offence was:

(a) a speeding offence, an offence in respect of failure to comply with the directions given by a traffic signal, or a toll offence where such offences were detected by approved vehicle surveillance equipment;

(b) an offence for parking in any portion of a road in breach of any bylaw of a road controlling

24.2 The Customer agrees to pay any infringement fee and costs that may become payable because of an infringement notice served on Japan Campers Vehicle for any of the offences set out in clause 24.1(a) and (b), including an administration fee of up to ¥10,000 for associated administration costs. This administration fee will be applicable per offence.

24.3 The Customer authorises Japan Campers to deduct the costs for any infringement fees and costs, including any administration fee under clause 24.2.

24.4 If Japan Campers receives:

(a) an infringement notice, Japan Campers will send the Customer a copy of the infringement notice and this agreement, together with a notification that if Japan Campers receives a reminder notice in respect of the infringement notice. Japan Campers will deduct the amount from the Security Deposit for the amount of the infringement fee (plus an administration fee of up to ¥10,000);

(b) a reminder notice only, Japan Campers will send the Customer a copy of the reminder notice and this agreement, together with a notification that Japan Campers will deduct the amount from the Security Deposit for the amount of the infringement fee (plus an administration fee of up to ¥10,000).

24.5 All notifications under clause 24.4 will be sent to the address provided by the Customer.

25) RENTAL CHARGES

Total charges as set out in the Rental Agreement are not final. The Customer will pay any shortfall in charges to Japan Campers and the Customer will receive a refund for any overcharges made by Japan Campers.

Wherever possible, any amendment to charges will be notified to the customer at conclusion of rental, and the Customer agrees to payment of any such charges at that time.

26) ROAD USER CHARGE (Extra km charge)

Each Customer is allowed to a free mileage allowance as stated per each contract.

A Road User Charge fee will be calculated and collected on return of a campervan hire based on the actual kilometres travelled during the hire and the actual kilometers allowed per day.

The costs per each extra kilometer travelled is specified in the hire contract.

27) PAYMENT OF CHARGES – JOINT AND SEVERAL LIABILITY

All charges and expenses payable by the Customer under this Agreement are due on demand by Japan Campers including any collection costs and reasonable legal fees incurred by Japan Campers.

When the Customer comprises of more than one person, each person is liable jointly and severally for all obligations of the Customer pursuant to this Agreement.

28) PAYMENTS

28.1 Currently, payments can be done using PayPal, cash or Direct Bank transfers.

28.2 A non-refundable 4% PayPal fee will apply to all transactions.

Direct Bank Transfers (especially international transactions) are subject to Bank and administration fees paid by the hirer (usually 5,000 JPY per transaction)

28.3 When payment is made by PayPal (using credit or debit card) , the Customer agrees that:

(a) Japan Campers is irrevocably authorised to complete any documentation and to take any other action to recover from the Customer's credit or debit card issuer all amounts due by the Customer pursuant to this Agreement, including, but not limited to, any amounts due in respect of damage to the Vehicle or to property of a Third Party and all other additional charges as they are incurred, including parking and traffic offence penalties, road toll fines and associated administration costs; for any amount properly due under this Agreement. The Customer shall indemnify and keep indemnified Japan Campers against any loss incurred (including legal costs) by reason of notifying the Customer's credit or debit card issuer of such dispute;

(b) Japan Campers may process extra charges pertaining to the rental after the hire period.

28.4 The Customer acknowledges that all transactions under this Agreement are conducted in Japanese Yen (JPY). Due to exchange rate fluctuation and bank fees, there could be some variance between the amount initially paid and the amount refunded. Japan Campers accept no liability for any such variation.

29) CONDITIONAL UPON PAYMENT

The Customer agrees that provision of any rental Vehicle is conditional upon Japan Campers being paid prior to the vehicle rental.

30) TERMINATING THE AGREEMENT AND REPOSSESSING THE VEHICLE

30.1 The Customer acknowledges that Japan Campers may refuse any rental, terminate this Agreement and/or repossess the Vehicle (and for that purpose enter upon any premises and remove the Vehicle) at any time, without notification to the Customer, and that the Customer will pay the reasonable costs of repossessing the Vehicle, including towing charges if:

(a) the Customer is in breach of any material term of this Agreement, particularly clauses 15 and 34;

(b) the Customer has obtained the Vehicle through fraud or misrepresentation;

(c) the Vehicle appears to be abandoned;

(d) the Vehicle is not returned on the agreed return date or Japan Campers reasonably believe that the Vehicle will not be returned on the agreed return date; or

(e) Japan Campers considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is endangered.

30.2 The Customer understands that in the event of such termination or repossession, the Customer has no right to a refund of any part of the rental charges or the Vehicle Security Deposit.

31) CANCELLATIONS

If a bookings travel dates are amended within the cancellation fee period to be outside of the cancellation fee period and is subsequently cancelled, the cancellation fee for the original booking will apply. Cancellation fees are as follows:

• If cancelled up to 60 days prior to pick up: No Fee

• If cancelled from 31 to 59 days prior to pick up:

20% of Gross Rental Fee.

• If cancelled 7 to 30 days prior to pick up:

50% of Gross Rental Fee.

• If cancelled on 1-6 days before pick up or No Show:

100% of Gross Rental Fee.

• If Vehicle is returned early:

No refund available

32) PROPER LAW

This Agreement is governed by the laws of Japan.

33) CUSTOMER WARRANTIES

The Customer warrants that all information supplied by them to Japan Campers in connection with this Agreement is true.

34) ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of liable as a Customer.