

## Terms & Conditions

Thank you for choosing and trusting Samurai 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.

### **REVISED ACCORDING TO THE JAPANESE LAW.**

#### **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.

**Samurai Campers**- means Fukuoka Energy 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**

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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) or major currency(USD) (EUROS) .

### **3) OFFICE HOURS OF OPERATIONS**

Samurai Campers office operates 6 days per week, 9:00am to 5:00pm. We request that clients collecting or returning their vehicle arrange the meeting within the office hours. Or let the office know your drop timing week or days before drop off.

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.

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**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.

**(PLEASE NOTE! ANY TYPE OF GARBAGE FOUND IN THE CAR, WILL RESULT IN 10,000 YEN FINE)**

The customer will have no right to add anything or explain the reason for the garbage. The fine will be taken, and any comment will result in a penalty. This is only if there is garbage found in the van. We advise customers to bring the van in a clean condition. (garbage such as: Plastic bags, **Hair** left on seats/interior/car, cardboards etc.) failed to do so, will result in a fine.

\*If the rental period is more than 7 days, please wash the blanket, pillow covers and other replaceable items in the coin laundry. To avoid permanent stains, which will result in a fine.

Samurai Campers takes cleanliness very strictly.

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## **6) CHANGE OF DROP-OFF DESTINATION**

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If the Customer wishes to change the drop off destination, they must obtain authorization from the Samurai Campers office first.

Subject to the change being approved, an additional charge of up to ¥100,000 may apply. The Customer will be required to be paid the extra fee immediately via online payment link 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.

You will be charged 2,000 yen for the first hour. If the drop off is later than 6pm (even by a minute ex: 6:01) a charge of 10,000yen will be applied for the next hour.

5:00 PM – 6:00PM: 2,000-yen late fee (same day drop off)

6:00 PM – 7:00PM: 10,000yen late fee (same day drop off)

No late drop off after 7:00PM, you must bring back the car the next morning. Resulting in 2,000 yen/per hour fee starting from 5:00PM. (previous day – next day)

Failure to obtain authorization will result in a daily penalty fee of ¥10,000 in addition to the daily rate.

(late fee by hour depends on the season,time and day)

### **8) RENTAL EXTENSION**

**8.1** If the Customer wishes to extend the rental whilst on hire, they must obtain

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authorization from Samurai 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/wise/online 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** We have branches in Fukuoka ( kyushu Island ) and Tokyo ( narita ).

**9.2** A One-way fee of ¥30,000 – ¥100,000 applies and it is calculated individually. Depends on the vehicle, time and distance.

## **10) EXTRA DRIVER**

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

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Agency, authorized translation service or a diplomatic representative at a high commission, embassy or consulate, or the authority that issued your overseas license).

- IF YOU DO NOT HAVE YOUR INTERNATIONAL DRIVING LICENSE/LOCAL DRIVING LICENSE/ TRANSLATION WITH YOU ON THE PICKUP DAY. YOU WILL NOT BE ALLOWED TO DRIVE THE CAMPERVAN AND NO AMOUNT WILL BE RETURNED.

## 12) AGE RESTRICTIONS

Drivers must be 18 years of age or over.

## 13) USE OF THE VEHICLE

### **Please note!**

(the vehicle must be checked by the customer during pick up. Once the inspection is completed. Samurai Campers is not responsible for any damage caused after inspection. Any electricity failure or leakage must be checked and reported back to Samurai Campers within the first 2 days. Reports after 2 days are not accepted.)

**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.

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- (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.

- in case of leakage or any problem caused by heavy rainfall. The customer must park in a place where there is no rain. To avoid damage to the van.

### 13.2 Road restrictions apply as follows:

- (a)** Samurai 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.

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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 Samurai 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. Samurai Campers will advise you on pick-up of any travel restrictions known at that time.

**13.4** Where Samurai 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 Samurai 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 Samurai Campers office immediately should vehicle warning lights indicate any potential malfunction.

## **14) MAINTENANCE AND REPAIRS**

**14.1** Samurai 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



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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 Samurai Campers office for inspection and is subject to a warranty claim on the manufacturer.

In case of repair, the customer must bring the vehicle to the showroom/branches.

### **15) ON-ROAD ASSISTANCE**

**15.1** Any problems associated with the Vehicle including equipment failure, must be reported to Samurai 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.

(Electricity)

incase there is a dead battery, Samurai campers will not be responsible. Samurai campers will not be responsible for any electricity problem after the vehicle has been rented out. From the lights to the switch of the car. Any electricity problem with the van on the road, Samurai Campers will not be responsible unless brought back to showroom if requested.

## 16) VEHICLE AVAILABILITY

### Please note!

**16.1 Samurai** Campers will attempt to supply the vehicle category selected, however should the Vehicle booked be unavailable through unforeseen circumstances, Samurai 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. Samurai Campers will reasonably determine what, if any, refund may be warranted if a Vehicle substitution is required. If no campervan is available, then deposit will be paid back. No further compensation will be provided as samurai campers are not responsible for any unforeseen circumstances.

The same amount of deposit received by samurai campers will be sent back, we will not cover any Bank transfer fees/extra fees/transfer fees for the customer when sending the amount back. We send & receive only in Japanese yen, if there is a currency fluctuation, Samurai Campers is not responsible.

16.2.1 No conversion charges will be covered by samurai campers. Or any charges related to it. The customer will be responsible

**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 Samurai 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.

Samurai 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.

## 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

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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: Samurai 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 willful 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

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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;

**Please read!**

IN CASE OF ANY ACCIDENT PLEASE DO NOT MOVE FROM YOUR PLACE, IF MOVED THE INSURANCE WILL NOT COVER ANYTHING! CALL THE POLICE ( 110 ) OR CALL SAMURAI CAMPERS TEAM ( INSIDE OFFICE HOURS )

SAMURAI CAMPERS WILL NOT BE RESPONSIBLE , 0% IF MOVED FROM THE ORIGINAL PLACE OF ACCIDENT.

**(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.

\*OUR CAMPERVANS ARE ALL NON-SMOKING/

IF SMELL OR ANYTHING RELATED TO SMOKING FOUND, A PENALTY OF 10,000 YEN WILL APPLY.

## 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 Samurai Campers office immediately.
6. If the vehicle is still drivable, and the customers

wishes to continue his travel, The Excess Fee must be deposited into Samurai Campers bank account. within 24 hrs.

**(b) At the Samurai Campers office**

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

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2. The Samurai 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 Samurai Campers office or pick-up location at their own cost.

3. Samurai 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**

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1. Samurai 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. Samurai 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. The Customer agrees to provide all reasonable assistance to Samurai 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 Samurai Campers.

### **23) RELEASE AND INDEMNITY OF Samurai CAMPERS**

**23.1** The Customer releases Samurai 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 Samurai 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 Samurai Campers in respect of any negligent act by Samurai 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 Samurai 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.

## **25) RENTAL CHARGES**

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

- If the campervan is driven more than 2,500km. You Must change the gear/engine oil. (official receipt must be given to the staff)

If not, you will be required to pay:

- Mini-Camper: 5,000 yen
- Mid-size Campervan: 6,500 yen
- Big-size Campervan: 7,000 yen.

## **27) PAYMENT OF CHARGES – JOINT AND SEVERAL LIABILITY**

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

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### **28) PAYMENTS**

**28.1** Currently, payments can be done using Square online card, cash or Direct Bank transfers.

**28.2** A non-refundable 4% PayPal fee will apply to all transactions – 3.25% fee of online payment by card

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)** Samurai Campers is irrevocably authorized 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 Samurai Campers against any loss incurred (including legal costs) by reason of notifying the Customer's credit or debit card issuer of such dispute;

**(b)** Samurai 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. Samurai Campers accept no liability for any such variation.

Please read!

## 29) CONDITIONAL UPON PAYMENT

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

- THE REMAINING AMOUNT HAS TO BE SENT ONLINE 1 WEEK BEFORE RENTAL.
- CASH UPON PICK UP

SAMURAI CAMPERS HAVE EVERY RIGHT TO CANCEL THE RENTAL IF THE PAYMENT IS NOT PAID.

## 30) TERMINATING THE AGREEMENT AND REPOSSESSING THE VEHICLE

**30.1** The Customer acknowledges that Samurai 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

**(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 Samurai Campers

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reasonably believe that the Vehicle will not be returned on the agreed return date; or  
**(e)** Samurai 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.

FAQ SECTION ON THE WEBSITE MAY APPLY TO TERMS & CONDITIONS AS WELL. DO READ.

**\*\*STRICT ACTION WILL BE TAKEN IF THE CUSTOMER DEFAMES THE COMPANY, CAMPING VANS, STAFF MEMBER OR ANYTHING RELATED TO SAMURAI CAMPERS. THIS INCLUDES ANY VIDEO, PICTURE OR ANY TYPE POST THAT WILL BE PUT OR SENT THAT WILL BRING A BAD IMAGE TO THE COMPANY.**