

# WICKED CAMPERS JAPAN RENTAL CONDITIONS

## Summary of Rental Conditions

This summary is provided for your convenience only. It does not purport to constitute legal advice or to provide a comprehensive restatement of the terms of our Vehicle Rental Agreement, a copy of which is available upon request. Please note that the full terms of our Vehicle Rental Agreement will apply to the hire of any of our vehicles, and will prevail to the extent of any inconsistency with this summary.

## 1. Vehicle Pick-up & Drop-off

Vehicles are available for pick-up at a designated time on the first day of the hire period and must be returned on the agreed date at the nominated depot before 3pm (12pm Saturday). All depots close 12 pm Saturdays and are not open Sundays.

**1.1 Early & Late Returns:** Early pick-ups can be organised in advance, subject to availability. Late returns will be charged for additional days. If no extension has been authorised, we have the right to report the car stolen and press charges. Administration fees may also apply.

**1.2 Change of Drop off Location:** Wicked Campers does not currently have the facilities for location changes.

**1.3 Depot Closures:** In the event of a Depot Closure we may be unable to satisfy bookings. You agree not to hold Wicked Campers responsible for costs incurred as a result of a Depot Closure. We will however refund your booking deposit IN FULL. Wicked Campers will endeavour to give as much notice as possible in the event of a depot closure.

## 2. Rental Period

**2.1 Rental Duration & Extensions:** We calculate the rental period by the number of calendar days the campervan has been on the road, regardless of the pick-up time. Extensions may be organised through the sales office, subject to availability, and at the current rental rate. The extension fee must be paid immediately via credit card (the one used for to confirm the booking). No refunds will be given for rentals shortened on day of pick up. There is no refund for late pick up or early return.

**2.2 Cancellations:** Before collecting the vehicle - If cancelled anytime after booking, the booking deposit will be forfeited. All other cancellations after collection of the vehicle cannot receive a refund. There is no refund for late pick up or early return. This policy is subject to any rights you have under any law to the contrary to the extent stated in our Vehicle Rental Agreement.

## 3. Fees

Wicked accepts payment via Visa and Mastercard. Any other cards will not be accepted.

## 4. Licence & Age of Hirer

We need to view and record details of your driving licence on collection of your camper.

Local driving licence must be held for at least Six (6) Months.

Warning: Japan has very strict policy on International Driver's Permit. You are not allowed to drive without holding valid international driver's permit. Please see more info below for customers.

### International Driving Permit (IDP) for driving in Japan:

International Driving permit based on "Geneva Convention of Road Traffic 1949" should be presented at the time of pick up. It is the only International driving permit acceptable in order to drive in Japan. Except, presenting Japanese translation of your domestic driver's license that you can get at the Japanese embassy is also permitted if you have the domestic driver's license issued in Swiss, Germany, France, Italy, Belgium and Taiwan. You also need to present your original driving license with the international permit or translation.

No other exception is allowed, especially note the following international permit or license is INVALID and UNACCEPTABLE in Japan.

International Driving Permit based on Vienna Convention 1968. Any other international driving license issued by unauthorized agencies (such as IAA <http://idl-iaa.com>). We rent Standard vans to overseas drivers over the age of 21.

## 5. Unlimited Km's

We do offer unlimited km's, however this is still subject to minimum hire period and areas of use. If you breakdown in an area outside of the region specified for use, you will liable for all associated costs, regardless of Damage Cover Option chosen.

## 6. Fuel Consumption

Fuel consumption varies according to vehicle type, driving conditions and the how the vehicle is driven. Wicked Campervans run approx 6-12km/ L (subject to wind conditions and speed). All vehicles are serviced and mechanically fit at the beginning of every hire and as such our vehicles are fuel efficient. Wicked Campers does not refund any hire costs related to excess fuel consumption.

## 7. Unforeseen Events

Sometimes due to unforeseen circumstances (crash, vehicle theft, etc.) we are unable to supply the vehicle requested. Wicked Campers will take no responsibility if the booked vehicle is not physically present in the depot and therefore not available due to external conditions beyond our control. We will always endeavour to supply a vehicle of similar quality and characteristics.

Wicked Campers is not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes. No refunds will be provided for any infestations mentioned above or that could have happened during the rental time.

## 8. Rental Refusal

Wicked Campers reserves the right to refuse any rental, or the continuation of any rental at its discretion.

## 9. Exchange Rate/Currency Fluctuation

All credit card transactions are conducted in Japanese Yen (¥). Due to exchange rate fluctuations there could be some variation in the amount initially debited against the credit card and the amount refunded when the vehicle is returned. Wicked Campers accepts no liability for these variations, up or down.

## 10. Deposit & Payment Term

When making a booking (online or through the sales centre), a 50% non-refundable deposit is required. The booking is confirmed once this has been received. The balance of the total rental is to be paid 7 days prior to pick-up. An email will be sent with a payment gateway.

## 12. Currency Variations

All rental transactions are in Japanese Yen (¥). If the need should arise for a refund, it will be applied in Japanese Yen (¥). Wicked accepts no responsibility for exchange rate fluctuations, positive or negative.

## 13. Number of People

Wicked Campers can carry up to 5 people depending on the number of seatbelts fitted in the van. The vehicle is not suitable or licensed to carry passengers in the rear whilst moving without a fitted seatbelt. People registered with signatures on the rental agreement are the only permitted drivers. No animals or pets are permitted in Wicked vans.

## 14. Areas of Use

Wicked Campers may refuse any booking on the basis that the vehicle is to be used outside permitted areas of use.

## 15. Minimum Hire Fees

Minimum Hire Periods apply to all bookings. All fees and charges are subject to change without notice at any time.

**15.1 Short Hire Fees:** Any approved hires less than minimum requirement will attract a short hire fee.

## 16. Maintenance & Responsibility

It is the hirers responsibility to maintain oil and water levels, by checking and maintaining. It is advisable to do this at every fuel top-up. Failure to maintain appropriate fluid levels may result in engine damage, and will constitute a breach of your obligations under the Vehicle Rental Agreement.

**16.1 Minor Accessory Malfunctions:** Malfunctions of stereo systems, interior lights, air-conditioning, sink water pumps etc., are not considered mechanical breakdowns and downtime will not be paid.

**16.2 Towing and retrieval of damaged vehicles:** Unless indemnified by the Terms & Conditions of Liability Reduction B, all recovery and towing costs are to be borne by the hirer.

## 17. Repairs & Breakdowns

**17.1 Payment of Repairs:** All repairs to vehicles MUST be authorised by Wicked Campers. Costs are to be at the customers' expense. Wicked Campers may reimburse these costs after the completion of the hire if:

- The repairs are authorised by Wicked Campers Management in writing
- The repairs are the result of vehicle fault through fair wear and tear and not the result of hirer misuse or negligence
- If appropriate receipts are obtained from repairer and emailed
- Wicked Campers will not reimburse repair costs for malfunctioning accessories (this includes items such as gas cookers, interior lights, A/C, Stereo systems, 12V Chargers, Sink Water Pumps etc).

## 18. Breach of Duty Fees

Under the Terms and Conditions of every hire, the hire is responsible for the welfare of the vehicle. As such, Wicked Campers reserves the right to charge Breach of Duty Fees if it deems these Terms and Conditions have been breached:

**18.1 Late Dropoff Fee:** A ¥ 4999 per Hour Late Fee (this applies to hirers who fail to return their van by the time on their contract).

**18.2 Cleaning Fee:** ¥ 9999 Cleaning Fee (this will apply to hirers who return their vehicle untidy).

**18.3 Unsealed Road Fee & Recovery Costs:** A ¥ 49,999 Unsealed Road Fee + Any Damage and Recovery Charges. Wicked Campers reserves the right to charge hirers a breach of Duty fee of ¥ 49,999 if it discovers evidence that the vehicle has been driven on unsealed roads without prior authorisation.

**18.4 Unauthorised Roads Fee:** All hirers traversing roads other than those specified on the hirers contract will be subject to a ¥ 99,000 Fee.

**18.5 Love Stain Fee:** ¥ 9999 per sq/m Love Stain Fee – Get funky on your roadtrip. Just not too funky!

## 19. Smoking

Go for it. Any fire costs or damage costs incurred as a result of Smoking in the front or rear of the vehicle are to be borne by the hirer.

## 20. Limit of Liability

Subject to the terms of the Vehicle Rental Agreement, we will refund all moneys renters have paid if we are unable to supply a Wicked vehicle at the commencement of the hire period. This is the full extent of our liability to you, and you agree to release and indemnify us in respect of any and all claims or causes of action you might otherwise have against us.

**20.1 Important:** The renter is fully and personally liable for any loss or damage caused to a Wicked vehicle or to third-party property (including consequential loss or damage) if the terms of the Vehicle Rental Agreement and any of the aforementioned policies and articles are breached in anyway. You should read the Vehicle Rental Agreement for full details of what constitutes a breach. Without limiting the terms of the Vehicle Rental Agreement, a breach will arise if:

- Damage to the vehicle is caused by careless, wilful or reckless driving as per Article 11.
- You drive under the influence of alcohol or drugs as per Article 11.
- You drive on restricted roads OR outside of Coverage Areas
- The vehicle is immersed in water or damaged by saltwater.
- The vehicle sustains overhead or underbody damage.

All bookings are accepted subject to availability and subject to our right to refuse any rental in our sole and unfettered discretion.

## 21. Damage and/or Loss to Personal Belongings:

Wicked Campers accepts no liability or responsibility for damage to or loss of personal belongings left in the vehicle.

## 22. Unforeseen Events

If your vehicle is unavailable overnight due to being held in a mechanical repair shop, you will be refunded for that nights hire. For all out of pocket expenses, we recommend you take the highest level of travel insurance.

## 23. Night time driving

Night time driving is not permitted.

# Wicked Campers Damage Cover

Diagram 24.1

Liability Options	Daily Rate	Bond/Liability	■	▲	★
Standard Liability	¥300,000	¥300,000	✗	✗	✗
Liability Reduction	¥50,000	¥50,000/+ imprint	✓	✓	✓

■ Front Windscreen ▲ Tyres ★ Extra Drivers

Wicked Campers Liability Reduction Options are not a substitute for Travel Insurance. Wicked Campers strongly recommends that all hirers take out the highest level of travel insurance with their travel provider when visiting Japan.

## 24. Damage Cover

Damage cover is available subject to the terms of our Vehicle Rental Agreement. This means that we indemnify renters against loss and damage that renters sustain as a result of an incident whilst a permitted driver is driving the rented Wicked vehicle. However, we will only do this if you have complied with the terms of our Vehicle Rental Agreement and the EXCLUSIONS listed in this document and you have paid the applicable amounts set out in Diagram 24.1 within the timeframes set out in the Hirer Vehicle Rental Agreement.

Should you choose to take 'Standard Liability', your credit card will be charged for the total amount of the Bond. A 5% Administration and Contract Fee Applies to Damage Cover.

### 24.1 Liability Reduction entitlements:

By purchasing Liability Reduction B, the hirer is entitled to the following:

- (a) 4 x Extra Drivers
- (b) 2 x Tyres
- (c) 1 x Front Windscreen

### 24.2 Terms & Conditions of Damage Cover:

Wicked Campers Damage Cover Options are subject to the Terms & Conditions of the hirers Vehicle Rental Agreement and will become null and void as cover in the event the Agreement is breached.

A Breach of the Hirer Vehicle Rental Agreement can include, but is not exclusive to the scenarios described in 24.2.1:

#### 24.2.1 Incidents involving Dangerous Driving:

Incidents involving Dangerous Driving are recognised as a Breach of the Terms and Conditions of the Hirer Vehicle Rental Agreement. Damage as identified below is specifically excluded from any Liability Reduction Cover (unless otherwise stated below) and the customer remains fully liable for all repair and recovery costs incurred:

- (a) Speeding
- (b) Driving while intoxicated
- (c) Driving Highways or any rural areas AFTER SUNSET / BEFORE SUNRISE
- (d) Falling asleep at the wheel or fatigue
- (e) Single-vehicle incident
- (f) Single-vehicle rollover
- (g) Incidents involving animals

All recovery fees and repair costs are to be borne by the hirer if any of the abovementioned factors are involved in an incident.

#### 24.2.2 Incidents and Breakdowns on Unsealed Roads

Recovery fees for breakdowns and incidents on unsealed roads are not covered under the terms and conditions of Liability Reduction Cover or the Hirer Vehicle Rental Agreement. NOTE: Only 4WD/AWD vehicles are permitted on unsealed roads.

#### 24.2.3 Exclusions under Wicked Campers Damage Cover

Liability Reduction DOES NOT protect the hirer from all liability. The hirer acknowledges that they are responsible for all repair and recovery costs for the following damage irrespective of the Liability option that may have been taken:

- (a) **Stationery Incidents:** Any damage sustained while the vehicle is stationery, unless there is another vehicle involved that has been identified and reported to the police. The hirer has a duty to park the vehicle in safe areas when not in use.
- (b) **Reversing vehicles:** Any damage incurred while reversing.
- (c) **Animals:** The hirer will be solely responsible for the payment of any damage and/or recovery costs resultant from incidents involving animals.
- (d) **Night Time Driving:** Any damage sustained AFTER SUNSET and BEFORE SUNRISE outside of major cities and towns.
- (e) **Roof/Underbody Coverage:** Any damage to roof/underbody of our vehicles. This includes damage sustained to Rooftop Tents.
- (f) **Tyres/Windows:** All damage sustained to windows & tyres is not covered unless Liability Reduction B is purchased (Liability Reduction B offers coverage of 2 x Tyres and 1 x Front Windscreen ONLY).
- (g) **Theft, Fire and Break-In:** Any damage/loss resultant from theft, fire or Break-in. Wicked Campers does not offer compensation for loss of any personal items.
- (h) **Water Damage:** Any damage sustained from river crossings, flooding, beach driving or contact with salt water.
- (i) **Outside Agreed Area of Use:** Damage sustained outside the agreed upon Area of Use as stipulated on the Hirer Vehicle Rental Agreement.
- (j) **Keys:** Costs associated with the retrieval of keys which have been locked in the vehicle and/or recovery of broken, lost or stolen keys are to be borne by the hirer.
- (k) **Incorrect Fuel:** Damage sustained as a result of incorrect use of fuel.

(l) **Drivers:** Any drivers not identified on the Hirer Vehicle Rental Agreement or in possession of a suspended/cancelled license will not qualify for any Liability Coverage.

#### 24.2.4 Liability Reduction and Incidents involving other vehicle/s:

Incidents involving other vehicle/s must be reported immediately. If other vehicle/s are involved and details of these vehicles (and their drivers) are not identified and reported, Liability Reduction will be voided and the hirer will be liable for the full cost of repairs and recovery.

#### 24.2.5 Compensation for Unused Fuel

If the hirer is permitted to swap vehicles after a breakdown or incident, there will be no compensation offered for unused fuel.

#### 24.2.5 Security Bond

A bond as per Diagram 24.1 and any remaining hire costs are required at least 7 Days prior to day of vehicle collection. Our Pickup & Dropoff offices have no facilities to accept payments and as such, full payment is required at least 7 Days prior to time of collection.

Only a valid credit card will be accepted for Security Imprints – our depots do not accept cash as any form of payment. If a valid credit card is not available for an imprint, a bond of ¥95,000 is required (PLEASE NOTE: Debit Cards and Travel Cards will not be accepted for the imprint). An administration fee equal to the merchant service fee will apply to all Liability Reduction Options and a ¥5,000 Bond Processing Fee will apply to any hirer who chooses Standard Liability.

If Vehicle and extra equipment are in an acceptable condition upon return to the contracted depot, bonds will be returned via our accounts department, unless the vehicle has been in or reported to have been in an accident. PLEASE NOTE: Bond refunds can take up to 14 Working Days to process.

Our depots do not keep cash overnight and are unable to refund bonds as cash. Any bonds from a bank account (ie not credit) due for return will be transferred to a bank account nominated by the hirer. Any bank fees associated with this are to be borne by the hirer.