

Rental Agreement. (Terms and Conditions) DOC#AR2024

1.1 Rental Fee.

The rental rate is calculated per day period on the invoice.

1.2 Late Returns.

If you are late returning the vehicle please contact us as soon as possible. Extra charges are payable on returning the vehicle. If the vehicle is returned later than 17pm there is a fee of 1 extra day rental applied.

In addition the office may be closed and unattended in which case the vehicle must be returned the following morning.

2.1. Reservation Fee.

A non refundable reservation fee of 2,100 JPY for administration and processing is payable in addition to the rental fee.

2.2. Cancellation.

Please contact us soon as possible if you want to cancel.

More than 30 days. 3,200 JPY Cancellation Fee. A cancellation fee up to 3,200 JPY is charged when notice of intent to cancel is given more than 30 days before the first day of the rental period. The cancellation fee is deducted from the booking deposit (partial payment of rental fee) that is paid at the time of reservation. Any balance of the booking deposit is refunded within 21 days when notice of intent to cancel is given.

Less than 30 days- No refund. When intent to cancel the reservation is given less than 30 days before the first day of the of the rental period the booking deposit is not refunded.

During Rental Period- No Refund. If the renter decides to cancel or return the camper earlier than the contract rental term end date the balance of remaining rental fee is not refunded.

2.3 Refunds. Will be paid in Japanese yen into nominated Paypal Account or Credit Card Account.

Refunds can take up to 21 days to return to your account depending on your financial institution.

We are not liable for any loss due to bank fees or currency conversion. Security deposit paid by credit card or PayPal will not be refunded in cash.

The 2,100 JPY reservation administration and processing fee is not refunded.

3.1. Insurance.

Insurance, Protection and Co-payment.

Indemnity Against Liability System. You (the borrower and drivers) shall be liable for damage

inflicted on a third party or the rental company, in anyway such as accidents. To compensate for the liability in damages, compensation by insurance is applied to the vehicles within the limit of the following amount of money.

In the case of application of the company's insurance, you need to cover the deductible.

Deductible and Re-compensation.

For bodily injury liability insurance: No limit.

For property liability insurance: No limit.

Deductible: 100,000 JPY.

For vehicle damage: Actual price of the repair or replacement .

Type B Camper Deductible: 100,000 JPY.

Personal injury liability insurance: 30 million JPY per person.

(Warranty for fellow injured passengers resulting from an accident by the driver, regardless of the degree of fault).

Non Operation Charges.

In case we need to repair the car due to an accident, we will charge the below amount as a part of compensation for business lost during the repair period, regardless of the degree of damage or the time required to repair.

Vehicle driven back to the office: 50,000 JPY.

Other cases (i.e. the vehicle cannot be driven): 100,000 JPY.

And when the next rental becomes impossible due to damage:

Type A or B Camper– 10,000 JPY per day to maximum of 20 days.

Security Deposit.

A security deposit will be held and this will be applied to payment of any monies owing after rental for damage beyond normal wear and tear. These include, but not limited to: excess/deductible, damage repair, re-filling of petrol and cleaning. If this security deposit was not enough, we will pursue such excess amount.

Any amount of the security deposit not applied will be refunded. Refunds may take from 14 to 28 days from the date of rental return depending on your financial institution. Refunds are in Japanese yen and processed via credit card only. There may be an additional 5% surcharge of any amount of the security deposit that is not refunded. This is a credit card processing fee.

All security deposit must be paid in Japanese yen and by credit card only. We are not liable for any loss due to bank fees or currency conversion. Security deposit paid by credit card will not be refunded in cash.

Type A Camper Basic Cover. Security Deposit= 300,000 JPY.

Up to 300,000 JPY payable in an accident.

Type B Camper Basic Cover. Security Deposit= 400,000 JPY.

Up to 400,000 JPY payable in an accident.

In an accident the customer must pay the deductible and/or non operation fee that is applicable to

the situation.

Collision Damage Waiver (CDW) Optional Deductible/ Excess Reduction.

By paying for the extra CDW cover before renting the vehicle it can reduce the amount that you may have to pay in an accident. In an accident the customer must pay the excess/ deductible that is applicable to the situation. Non operation charges are not payable.

Notice: CDW is not available to drivers under 25 years of age.

Type A Camper. CDW 2,564 JPY/ day. For use over 10 days 1,564 JPY/ day.

Security Deposit= **150,000 JPY**. Up to 150,000 JPY payable in an accident.

Type B Camper. CDW 3,564 JPY/ day. For use over 10 days 2,564 JPY/ day.

Security Deposit= **200,000 JPY**. Up to 200,000 JPY payable in an accident.

CDW Caution.

CDW cover does not include cost of repair to tire, windscreen damage, vehicle under carriage, roof of the camper and/ or vehicle accessories including interior such as GPS navigator, WIFI router, TV, fridge, cooker and sink. Also any damage to exterior camera and awning. Damage above fair wear and tear is the responsibility of the renter.

CDW cover is bound by the same rules as general insurance cover found in the rental agreement. If any of the clauses in section 6. Responsibilities or 7. Caution are broken then CDW cover will not apply. You may be responsible for any loss or damage caused.

6. Responsibilities.

6.1. You are expected to operate the vehicle in accordance to this rental agreement (and the main insurance agreement policy of the company written in Japanese from which this was translated). If a traffic accident is caused under the following conditions or you have failed to comply with your part of responsibility the insurance coverage shall not be applied and you are to indemnify for any amount, which shall be responsible for you to our company.

6.2. Failure to comply with these required procedures:

In conditions such as,

When traffic law was violated.

When the rented vehicle was driven under the influence of alcohol or drugs.

When the rented vehicle is used during an unauthorised extended period of time.

When driven by another person other than the agreed driver and/or authorised drivers.

7. Caution.

7.1. When there is an accident or breakdown and the vehicle is unusable Aqua Rental may provide another vehicle if one is available at the discretion of management. When you cannot continue the

journey due to a mechanical breakdown and there are no other vehicles available you will be refunded the balance of the rental fee.

Aqua Rental will not refund for out-of-pocket expenses relating to alternative transportation, change

of itinerary, food or accommodation that you arrange.

The cost of any repair to the vehicle and or replacement of damaged or missing items are to be determined by the mechanic appointed by Aqua Rental and thus determined by the rental company not the renter.

7.2. We make every effort to ensure the vehicle is available as per the reservation. In the unusual

circumstance where the vehicle is not available due to mechanical breakdown or due to damage from previous customer etc, we will provide another camper of the same type or an upgrade at no extra cost. If you decide not to use the substitute camper you will not be refunded.

If there are no alternative campers available you will be refunded the booking deposit. You will not refund for out-of-pocket expenses relating to alternative transportation or accommodation that you arrange.

7.3. All of our campers are checked before and after rental for evidence insect infestation. You will not be refunded the rental fee for presence of ants, flies, mosquitos, spiders, fleas, bed bugs etc, and we may charge a fee for the eradication of such insects.

7.4. The insurance policy will not cover expenses relating to damage or loss under these situations. Customers shall cover damages caused under situations as below.

- Acting against the terms and conditions for rental. Examples; "drinking", "doping", "unapproved extension", "operation by those other than the borrower and specified drivers", "sublease", "driving without a license", "settlement out of court without the consent of our company", etc.

When it corresponds to the disqualification of insurance policy, or when payment is exempted.

Examples, "intentional damages", "drinking", "doping", "damage to tire caused by blowouts",

windscreen damage", "loss of wheel cap", "filling with incorrect fuel type", etc.

Predetermined procedures, such as contacting the police and our company, is not taken after an accident (Please contact us and the police, regardless of the size of damage, whether or not there are other passengers and/or whether you are the assailant or the victim).

- When there is a fault with use and management. Examples, "Parking with the key attached and a theft occurs", "Damages resulting from nuisance parking etc.", "corruption of indoor equipment", loss of general tools, "damage caused by the handling and improper installation of chains and carriers", "damage caused by a run in the seashore, a dry riverbed, etc.", etc.

7.5. During the contract, you are responsible for the maintenance of the parts and equipment accompanying the vehicles. You need to cover the cost in case a theft or loss occurs.

Any damage or loss of personal property during the rental contract period is not the responsibility of the rental company.

You are responsible for any accidents that occur when, with an ETC installed, you drive pass a toll

gate with a speed greater than 20km per hour.

If you are over the term of rental without a formal reason or contact, we will take legal action for fraud, embezzlement and/or robbery.

8. Accidents.

If you are involved in an accident you must,

8.1. It is mandatory for you to report an accident to the police and us at the site of an accident, regardless of whether or not it is serious, whether or not there is a third party involved in it, or who is at fault.

8.2. Get name, address and phone of third party and/ or any witnesses. Take photographs of damaged vehicle/s and licence plates. Take note of the exact time and location.

8.3. In case of an accident, we will pass your personal information to the insurance company and police.

8.4. Do not attempt to drive the damaged vehicle unless you have permission from Aqua Rental.

Replacement Camper

8.5. If you cannot continue your journey due to damage to the vehicle, a replacement camper may be provided to you if one is available. You must return to our office at your own expense or Aqua Rental will bring it to you for an extra delivery fee.

8.6. You must pay a new security deposit for the replacement vehicle.

8.7. If there is no alternative vehicle available whether or not you will be refunded is determined by degree of fault in regard to the accident. This is determined by police reports and the insurance company. If it is determined that there is 0% fault by the contracted rental party then there is a refund of 50% of the balance of rental fee based on a percentage of days remaining for the contracted rental period. When it is determined that there is any fault of contracted rental party then there is 0% refund of the balance of rental fee and the rental contract is terminated.

8.8. Aqua Rental will not refund for out-of-pocket expenses relating to alternative transportation, change of itinerary, food or accommodation that you arrange.

Time Frame for Settlement of Rental Contract Liability Claims

8.9. Decisions about liability in case of an accident are determined by insurance company and other third party not Aqua Rental. The time frame for these decisions are unknown and may take months or years. Aqua Rental cannot refund any balance of rental fee or security deposit until such a

decision has been made.

8.10. Upon receiving the decision of degree of liability from police/ insurance company or other third party any money owing the contracted party will be paid immediately.

8.11. The contracted rental party must assist in providing requested information relative to the claim.

9. Breakdown and Equipment Malfunction.

9.1. When there is a breakdown or equipment malfunction you must immediately contact us and tell us the exact problem, how it occurred and your current location. You may be asked to make some small diagnostic checks and repair and/ or to call roadside service for further checks.

9.2. If the problem requires further mechanical assistance we may ask that you take the vehicle to the closest repair workshop. This may take several hours to a full day depending on the problem.

9.3. When there is a fault of the electrical system in the camping area, lights, refrigerator etc.

Repairs or alternatives may be arranged.

Faults to the FF Heater system when used above 1,000 meters above sea level or general faults may require workshop repairs.

Faults with the vehicle air-condition system will require workshop repairs.

9.4. You will not be refund for out-of-pocket expenses relating to alternative transportation, change of itinerary, food, accommodation that you arrange or refunded for lost usage time of the vehicle whilst being repaired.

The cost of any repair to the vehicle and or replacement of damaged or missing items are to be

determined by the mechanic appointed and thus determined by the rental company not the renter.

If the vehicle is unusable you may be provide another vehicle if one is available at the discretion of management. It may take up to 24 hours to provide the replacement vehicle depending on your location.

9.5 When you cannot continue the journey due to a mechanical breakdown and there are no other vehicles available you will be refunded the balance of the rental fee. Exclusion apply to 9.3.

9.6 If a vehicle is inspected for a fault by customer request and none is found by an authorized mechanic the customer must pay for the inspection fee.

9.7 Broken/ Lost Items: Damage caused to equipment, fixture and fitting of the camping area, driver cabin and exterior is the responsibility of the customer whether or not it is caused by misuse, accident or deliberately.

Insurance and CDW system does not cover these items and the customer is liable for repair or

replacement cost and non operation fees.

Example: Side awning 200,000 JPY, Car navigation 30,000 JPY, Rear window, 30,000 JPY, Table 20,000 JPY.

10. Fines and Fees.

Parking Fines:

When a borrower performs a parking violation, the borrower needs to pay the fine and expenses for things such as tow truck usage.

If we make a payment on your behalf for the parking violation fine or expenses, you need to pay us back the amount.

Traffic Violations:

All traffic infringements, violations and fines are the responsibility of the borrower and must be paid to the appropriate authority. Failure to do so may result in further legal action under Japanese law.

Cleaning Charges:

Dirt which cannot be wiped clean: 2,000 JPY per item

Ruined bedding, sheets and/or carpet of the car: 2,000 JPY per item

Interior of the vehicle which is severely soiled from dirty shoes, cooking, odours, smoking, toilet blockage etc: 30,000 JPY

*Terms and conditions are subject to change without prior notice.

*We take a copy of your passport, driver license and international driver permit before departure.

*Please help with disposal of rubbish and toilet waste.

*Driver seat is OK with shoes but no shoes to be worn in the rear (camping) part of the vehicle.

*No smoking or cooking oily food in the vehicle.

*Return with a full tank of fuel.

If anything happens (accident, trouble, questions, etc.), please contact Aqua Rental Car.

Email address: info@cs-aqua.jp

* English support is not available Please contact us by email.

In case of emergency, please contact the insurance company's road service (24 hours) at 0120-024-024

Aqua Rent a Car アクアレンタカー

Address: 愛知県大府市梶田町2丁目8番地

2-8 Kajitacho, Obu City, Aichi Prefecture 474-0071, Japan

Telephone 0562-22-1273 (from overseas number) +81562-22-1273.

* English support is not available Please contact us by email.