

## **TRAVELLERS AUTOBARN JAPAN Rental Terms & Conditions**

Valid from the 24th October 2023 and supersedes all other provisions, warranties, terms and conditions.

This Agreement is made on the date specified on the Rental Agreement between Travellers Autobarn and the renter to rent the Vehicle whose name and address appears on the Rental Agreement. Travellers Autobarn and the renter agree as follows:

You are obliged to read this document thoroughly and ask for clarification of any points you do not understand.

### **1 Definitions**

**"Agreement"** means the Rental Agreement and these Terms and Conditions.

**"Hirer"** also means **"Renter"** and means the person or persons nominated as the renter, all authorized drivers and any person whose credit card is presented for payment or who is otherwise responsible for any payment associated with the rental and/or the security bond.

**"Travellers Autobarn"** means Roots Company trading under license as Travellers Autobarn. **"Vehicle"** means the vehicle identified in the Rental Agreement as well as any replacement vehicle and includes all equipment, accessories, tires, tools or any additional hire items.

**"We"** means Travellers Autobarn and **"our"** has a corresponding meaning.

**"You"** means the renter under this Agreement and **"your"** has a corresponding meaning.

### **2 Vehicle Condition, Pick-up and Drop-off**

**2.1** The Vehicle is delivered to you in good operating condition. Subject to your rights under this Agreement, you agree to return the Vehicle in the same condition (except for ordinary wear and tear, not including windscreen or tire damage) together with all tools, tires, accessories and equipment to the location specified on the Rental Agreement and on the date there specified (or sooner, if demanded by Travellers Autobarn).

**2.2** Any existing Vehicle damage will be marked on the Condition Report completed at the time you hire the Vehicle.

**2.3** Vehicle pick-ups are available anytime **between 10:00 am and 4:00 pm Monday to Saturday**.

**2.4** Vehicle drop-offs must be **before 3:00 pm Monday to Saturday**.

**2.5** There is no refund for late pick up or early return of Vehicle. Refer to clause 2.9 for details of a credit voucher.

**2.6** No pick-ups or Drop Offs are provided on Public Holidays

**2.7** Out of hours Contactless pick-ups or returns can be made via prior agreement for a fee.

**2.8** All vehicles must be returned in a clean condition. Alternatively, you can elect to waive the requirement to return the vehicle in a clean condition for a ¥10,000 fee, payable anytime. This does not permit the renters to return the vehicle in a complete mess and a minimum fee of ¥20,000 will apply if the vehicle is returned in an unsatisfactory condition as determined by Travellers Autobarn in its sole discretion.

**2.9** There is no monetary refund for late pick up or early return of a Vehicle. Renters are charged for the length of time booked, not the actual time used. We strongly recommend that all renters take out their own premium travel insurance in respect of the risk that a renter, for reasons of their own, may need to return a Vehicle earlier than expected. A credit voucher for the unused days may be issued. A request for an early return credit voucher must be approved by Travellers Autobarn in writing prior to returning the vehicle. The value of the credit voucher is calculated using the daily rate, (and any other applicable fees) which will be adjusted based on the new drop-off date, the adjusted daily rate may be higher than the originally booked daily rate. The credit voucher can be applied to any new reservations made directly with Travellers Autobarn by the original renter, and subject to normal Terms and Conditions.

**2.10** Overdue Vehicles. A 59-minute grace period after the return times stated on the Rental Agreement applies to all rentals. Should the vehicle not be returned within the grace period a ¥25,000 fee may apply. A further ¥25,000 fee applies for each day the vehicle is overdue.

**2.11** Vehicles overdue longer than 3 days will be reported to the police as stolen.

**2.12** Travellers Autobarn may take possession of the Vehicle without prior demand and at your expense if it is illegally parked, used in violation of any applicable law, any term of this Agreement is breached or if the Vehicle is apparently abandoned.

### **3 Change of Drop off Location**

**3.1** Any change of return location can only be authorized by **Travellers Autobarn Central Reservations** and depends solely on future bookings and availability. The change of drop off location is not confirmed as approved until after the change of location fee has been accepted, paid, and you have received written confirmation. Please note; a casual conversation with a Travellers Autobarn staff member does not constitute authorization. If your change of location request is approved it may attract a fee up to a maximum of ¥40,000.

Please communicate all change of drop-off location requests to Travellers Autobarn by calling **Central Reservations on (mobiles and international) +81 476 94 3133** at the earliest possible opportunity as all requests are subject to availability

**3.2** Any unauthorized change/s of location drop off will see the renter responsible for the entire cost of relocating the Vehicle to its intended location plus any hire fees that are foregone by Travellers Autobarn by reason of the Vehicle being unavailable for subsequent hire at the agreed drop off location.

### **4 Rental Duration, Kilometers and One Way Fees**

**4.1** Rental days are calculated on a daily basis. For all Vehicles, day one of the rental period is the day of pick up, regardless of the time, and the day the Vehicle is returned is counted as the final day also regardless of the time.

**4.2** Minimum rental periods may sometimes apply.

**4.3** All rentals are subject to vehicle availability.

**4.4** One-way rentals have minimum rental periods which vary according to location, seasonality and length of booking.

**4.5** A one-way fee may apply; this fee may vary according to location, seasonality and length of booking

**4.6** All vehicles have unlimited kms included in the price

**4.7** Rates are in Japanese Yen (JPY) and inclusive of GST

### **5 Multiple Rentals**

Consecutive rentals can be combined to qualify for a long term discount rate provided travel is within a three month period. If drop off of a Vehicle and pick up of a new Vehicle occurs on the same day then each will be charged separately per respective rental. Multiple rentals are treated as separate rentals under the one way fee and minimum rental period conditions.

### **6 Rental Extensions and Amendments**

**6.1** If you, the renter, wish to extend the rental whilst the Vehicle is on hire, you must first obtain written authorization from **Travellers Autobarn Central Reservations**. A verbal conversation about rental extensions and amendments with a Travellers Autobarn staff

branch member does not constitute authorization. Your requested extension is not authorized until it is expressly approved and confirmed in writing, and you have nominated a specific date and the extension has been paid in full. Calling a day or two before you are due to drop off and requesting an extension may result in your request being rejected owing to future bookings of your Vehicle.

**6.2** Please communicate all extension requests at the earliest possible opportunity as all requests are subject to availability by calling **Central Reservations** on (mobiles and international) +81 476 94 3133

**6.3** No refunds will be given for any booking amendments to the rental dates within 7 days of collection (if the length of hire is shortened) and the rental will be charged at the number of days originally booked. A relocation fee may apply if the collection or return location is amended within 7 days of Vehicle pick up.

**6.4** A ¥25,000 change of booking fee applies for any changes to your booking within 7 days of the date of pick-up. No fees apply for any changes to your bookings outside of 7 days of the date of pick-up.

## **7 Change of Vehicle**

**7.1** We reserve the right to substitute a comparable or superior Vehicle at no extra cost where unforeseen circumstances dictate. This shall not constitute a breach of contract and does not entitle the renter to any refund.

**7.2** Should the renter decide to downgrade their Vehicle from that originally booked they will not be entitled to any refund.

## **8 Rental Refusal**

Travellers Autobarn reserves the right to refuse any rental at our sole discretion.

## **9 Driver's Licence**

**9.1** A valid full (non-probationary) driver's licence (state or national) plus International Drivers Permit (for foreign licensed drivers) and valid Passport is required for each nominated renter which must be presented at the time of Hire. Holders of Swiss, German, French, Belgian, Monaco and Taiwanese licenses must also carry a Japanese translation of the driving license.

**9.2** A fee of ¥250 per day per extra driver is applicable and payable on pick up. Extra driver fees are payable up to a maximum of ¥6250 per extra driver (25 days), thereafter no more fee applies. Up to 4 additional drivers are allowed.

**9.3** All additional drivers must be noted and must sign the Rental Agreement. Any drivers, that join mid-rental, are required to pay the appropriate Extra Driver fee for the full amount of all rental days of the booking.

**9.4** Only those individuals who are named and are signatories to the Rental Agreement are authorized to drive the Vehicle.

## **10 Minimum/Maximum Age**

The minimum age for all drivers is 18 years old up to 80 years.

## **11 Use of the Vehicle**

**11.1** Persons who must not drive the Vehicle.

**11.1.1** A person who is not identified on the Rental Agreement.

**11.1.2** A person who is not licensed for that class of Vehicle.

**11.1.3** A person whose blood alcohol concentration exceeds the lawful percentage or who is recognized as under the influence of drugs.

**11.1.4** A person who has given or for whom you have given a false name, age, address or driver's license details.

**11.1.5** A person whose driver's license has been cancelled or suspended within the last three years.

**11.1.6** A person listed on any industry recognized "Renters Watch List"

**11.1.7** A person who threatens or abuses Travellers Autobarn staff

**11.1.8** A person who spreads rumors or false accusations in an attempt to damage the reputation of Travellers Autobarn or otherwise interfere with the credibility of our business

**11.2** Circumstance in which and/or for which the Vehicle must not be used

**11.2.1** To carry persons for hire or reward

**11.2.2** To carry inflammable, explosive or corrosive materials.

**11.2.3** To propel or tow any Vehicle, trailer, boat or other object unless Travellers Autobarn has authorized such use in writing.

**11.2.4** To carry any greater load and/or more persons than is lawful or use in a manner or for a purpose other than for which it was designed and constructed.

**11.2.5** For racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those purposes.

**11.2.6** In a dangerous or careless manner.

**11.2.7** For any illegal purpose.

**11.2.8** In contravention of JAPANESE ROAD RULES

**11.3** The renter acknowledges that Travellers Autobarn retains ownership to the Vehicle at all times. The renter 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.

**11.4** Smoking, the carriage of pets or other animals, and/or use of candles or mosquito coils are expressly prohibited. Registered Guide dogs excepted.

## **12 GPS Units and Tablets**

**12.1** A fee of ¥600 per day applies for the hire of a GPS unit. Fees are payable up to a maximum of 20 days, thereafter no further fees apply (maximum ¥12,000)

**12.2** A fee of ¥850 Applies for the hire of a Tablet. Fees are payable up to a maximum of 20 days, thereafter no further fees apply (maximum ¥17,000)

**12.3** The Renter will be responsible for the cost of equipment lost, missing or damaged during the rental up to a maximum of ¥40,000

**12.4** Travellers Autobarn is not responsible for the accuracy of any GPS unit supplied, beyond refunding any GPS Hire fees if the GPS is unserviceable.

## **13. DATA**

**13.1** The Renter agrees that a GPS tracking device may be installed in the vehicle to record vehicle telemetric and positioning data.

The data will only be used for the following purposes

**13.1.1** To confirm time and date when the vehicles rental are returned

**13.1.2** To confirm the vehicles position in the event of breakdown, accident or non-return

**13.1.3** To perform marketing analysis in order to increase the quality of products, services, In accordance with the Travellers Autobarn Privacy Policy

**13.1.4** To provide data to law enforcement if so required

#### 14 Living & Camping Kits

All Vehicles will be supplied with optional living equipment (such as bedding, cooking equipment, eating utensils, bath and tea towels). Fees apply.

14.1 Campervans (2-3 person) living equipment fee = ¥4000

14.2 Campervans (4 person) living equipment fee = ¥6500

14.3 Campervans (5 person) living equipment fee = ¥7500

14.4 Minivans / Stationwagons can be supplied with camping equipment, including tent, cooker, esky, and table and chairs, (2 persons) = ¥4000 / (4-5 persons) = ¥8,000.

#### 15 Child Restraints (Baby seats / booster seats)

15.1 Baby seats are not able to be fitted to every class of vehicle we offer. Please contact Travellers Autobarn directly to confirm if the vehicle class you wish to rent is suitable for the baby seat required for your child.

15.2 Baby seats can be supplied for a fee of ¥4000

15.3 The supply of all child restraints is subject to availability and the fitting of the restraints remains the responsibility of the Renter.

#### 16 Fuel

16.1 For your convenience the fuel tank is full on pick-up and should be returned full by the Renter.

16.2 The charge for refilling is the cost of fuel plus ¥5,000

#### 17. Sim Cards

If you book the item below, you can be charged for the price below.

Item	Price
Sim Card (2GB/day) for 15 days	¥3,980
Sim Card (50GB) for 30 days	¥4,980
Sim Card (60GB) for 60 days	¥7,980
Translated license support (including handling fee)	¥5,000

#### 18 Cancellation Fees (COVID)

If cancelled 14 days before the pick-up date	¥20,000
If cancelled within 7 days of pick-up:	50% of the total cost of rental
If cancelled on the day of pick-up or non-appearance:	No refund on total cost of rental

#### 19 Deposits and Payment

19.1 For direct bookings, a minimum deposit of ¥50,000 is required to secure your booking. This deposit is deducted from the total rental charge. Bookings are not confirmed until the deposit is received.

19.2 The full balance due for the rental period is payable upon pick up of the Vehicle. Payment can be made by cash, debit or credit card, or PayPal.

19.3 We accept Visa, MasterCard, American Express and JCB Cards which will incur an additional non-refundable 3.6% administration fee on any transaction. PayPal transactions will incur an additional non-refundable 4% administration fee.

19.4 If your overseas debit or credit card has been charged in your home currency, the foreign exchange conversion rate applied is the exchange rate applied by our merchant supplier at the time the transaction is processed. Due to exchange rate fluctuations, there could be some variance in the amounts charged or refunded compared to the amount initially charged. You irrevocably agree to release Travellers Autobarn from any liability for such variation.

19.5 Travellers Autobarn is entitled to retain the renter's credit card details in accordance with the Payment Card Industry – Data Security Standard and take any action necessary to recover from the renter's credit card all amounts due by the renter pursuant to this Agreement, including any amounts due in respect of damage to the Vehicle or property of a third party and all additional charges as set out in this Agreement.

#### 20 Traffic Infractions, Tolls, Illegal Parking

20.1 In the event of Illegal Parking or other traffic infringement the Renter must go in person to the local Police Station that has jurisdiction over the area in which the illegal parking occurred and pay the Illegal Parking Fine and all associated expenses such as towing, storage and release fees.

20.2 If the Police notify Travellers Autobarn that your vehicle has been illegally parked, we will contact the Renter and instruct you to move the vehicle ASAP and the Renter must go in person to the local Police Station that has jurisdiction over the area in which the illegal parking occurred and pay the Illegal Parking Fine and all associated expenses such as towing, storage and release fees. If the vehicle was towed by Police, then Travellers Autobarn may decide to recover the vehicle from the Police directly.

20.3 If the Renter has any unsettled parking violations the Renter will be asked to sign a written acknowledgement accepting liability and confirmation that the Renter has agreed to go in person to the local Police Station that has jurisdiction over the area in which the illegal parking occurred and pay the Illegal Parking Fine and all associated expenses such as towing, storage and release fees.

20.4 The Renter agrees that Travellers Autobarn when necessary, will provide the Police with the Renter's personal details, a signed written acknowledgement from the Renter and the Rental Certificate.

20.5 The Renter agrees that Travellers Autobarn may also take all necessary legal action such as submitting letters of explanation, the Renter's written acknowledgment and rental certificate to the Public Safety Commission reporting all the facts.

20.6 If Travellers Autobarn receives an order to pay for Illegal Parking as a result of your rental, then Travellers Autobarn may pay the fine and recover all costs from the Renter including;

- The Cost of the Fine
- A separate penalty fee stipulated by Travellers Autobarn
- All expenses incurred in recovering the fine from the Renter
- All expenses incurred related to towing, moving, storing, and handling

20.7 If the Renter has been charged the costs above (19.6) and subsequently paid the fine directly or had the fine withdrawn, Travellers Autobarn will only refund the cost of the Fine.

## **21 Road Restrictions and Island Trips**

**21.1** Vehicles may only be driven on sealed roads/bitumen roads or well-maintained access roads less than 500 meters long to recognized campgrounds and parking areas. Travel on unsealed roads voids any liability reduction options under clause 30 of this Agreement and renders the renter liable in accordance with clause 31 of the Agreement for the total cost of Damage that is caused or contributed to by reason of travelling, or having travelled, on unsealed roads.

**21.2** Travellers Autobarn reserves the right at its sole discretion to restrict Vehicle movements in certain areas due to adverse road or weather conditions or if any area is designated a disaster area. Unauthorized travel will void any liability reduction options under clause 30 of this Agreement. Renters will also be responsible for all costs associated with the rental, including servicing, breakdown and recovery as well as loss of security bond).

**21.3** If Travellers Autobarn has reason to believe that your Vehicle may have been driven on unsealed roads the Vehicle bond will be retained until a complete inspection of the Vehicle determines if any damage has occurred. The renter will be liable for any damage found. If it is determined that the Vehicle has been off-road but no damage is evident you will still be charged ¥20,000 for breach of duty.

## **22 On-Road Assistance**

**22.1** The vehicle is covered by the Mitsui Sumitomo Insurance Company, Limited, the details are on your Key Ring

**22.2** Roadside assistance call-outs due to the Renter's error or non-mechanical issues, such running out of fuel, flat battery resulting from operator error, keys locked in vehicle or lost, or becoming bogged, etc will result in a charge of ¥10,000 payable directly to the RoadSide Assistance. Note, this fee is not refundable to the Renter by Travellers Autobarn

## **23 Travellers Autobarn Customer Care**

Travellers Autobarn provides a (mobiles and international) +81 476 94 3133. We can also be contacted via WhatsApp. This operates between 9am to 5pm. After-hours we ask you to leave a message and we will return you call the next day

## **24 Repairs and Mechanical Breakdowns**

**24.1** Travellers Autobarn vehicles are maintained and serviced to a high standard, however this does not prevent the occasional mechanical malfunction. Minor repairs of a mechanical nature costing less than ¥10,000 may be completed without our authorization and will be reimbursed upon completion of the rental if receipts are submitted.

**24.2** If you experience any problems, you must inform Travellers Autobarn immediately by calling (mobiles and international) +81 476 94 3133 for assistance and advice.

**24.3** For Repairs over ¥10,000, Travellers Autobarn must be informed and our approval must be sought and obtained before undertaking repairs.

**24.4** Travellers Autobarn will usually approve repairs provided the Renter was not directly responsible for the damage but reserve the right to approve or decline repairs on a case by case basis. Receipts must be submitted, or the claim will not be paid.

**24.5** Subject to rights and obligations under Japanese Consumer Law, if the Vehicle is not able to be driven as a result of the defect or breakdown, Travellers Autobarn's liability is limited to refunding You the hire fees (excluding any liability option reduction amount) for the time that the Vehicle was actually in repair or providing a replacement vehicle subject to availability. Travellers Autobarn may grant an extension to the rental period in lieu of providing a refund. Travellers Autobarn will not be responsible for the costs of alternative accommodation, travel costs (including travelling to the location named by Travellers Autobarn to collect any replacement vehicle), or food or any other cost or expense resulting from the breakdown, accident or repair of the Vehicle.

**24.6** You acknowledge that if you do have an issue with your Vehicle, that when (Friday afternoons to Monday mornings & Public Holidays) and where (middle of nowhere?) you might have an issue are complicating factors that you have considered prior to choosing to rent a motor vehicle and you accept any delays caused that may arise from the lack of available parts or services and release Travellers Autobarn from any claims that may arise due to the timing or location of the issue. It is for this reason we urge all renters to be aware of what day of the week it is and be alert to any issues that may arise and have any issues looked at before the issue of timing and location becoming complicating factors.

**24.7** Our responsibility to provide a rental extension or refund of hire fees is conditional on any problems associated with the Vehicle, including equipment failure, being reported to Travellers Autobarn as soon as possible and within 24hrs in order to give Travellers Autobarn the opportunity to rectify the problem.

**24.8** Malfunctions of stereo systems, cabin lights, air-conditioning, fridges, microwaves, sink water pumps etc. are not considered mechanical breakdowns and downtime will not be paid.

## **25 Daily Inspection & Maintenance**

During the rental, the Renter is responsible for the proper maintenance of the Vehicle, including daily checks of the oil, water and batteries and must stop and immediately report to Travellers Autobarn any defect of which you diligently become aware, including vehicle warning lights which indicate a potential malfunction by calling (mobiles and international) +81 476 94 3133

## **26 Tires**

The Renter is responsible to diligently check daily the condition of the tires, including tread depth, uneven wear and visible damage and must report any issues to Travellers Autobarn by calling (mobiles and international) +81 476 94 3133

## **27 Personal Injury**

Japanese Law provides little or no cover for personal injury. Travellers Autobarn does not accept any liability for personal injury during the hire and strongly recommends Renters ensure they have their own personal health or travel insurance.

## **28 Property Damage, Loss or Theft**

Travellers Autobarn does not accept any liability for personal items lost, damaged or stolen during the hire and strongly recommends Renters ensure they have their own personal or travel insurance.

## **29 Vehicle Damage / Accidents**

In the event of an accident, you must stop driving regardless of how minor and immediately report the incident to Travellers Autobarn and the Police and complete the Travellers Autobarn Accident Instructions Form.

**29.1** Subject to the terms of this Agreement, Travellers Autobarn will grant to You the benefit of Travellers Autobarn's insurance with its insurer for loss or damage to the Vehicle (including legal costs incurred with our consent) and any Third-Party damage except any property owned by you (or any friend, relative, associate or passenger) or in your physical or legal control.

**29.2** You shall not receive the benefit referred to in 28.1 above where:

**29.2.1** You have not paid the applicable security bond or liability reduction option amount stated on the Rental Agreement.

**29.2.2** You have breached or caused any other person to have breached any term of this Agreement including the special conditions of the Rental Agreement.

**29.2.3** You are covered under any other policy of insurance.

**29.2.4** You have not provided such information and assistance as may be requested and, if necessary, authorizing Travellers

Autobarn's insurer to bring, defend or settle (at its sole discretion) legal proceedings but Travellers Autobarn shall have sole conduct of the proceedings.

**29.2.5** If cover is extended to you by Our insurer:

**29.2.5.1.** You authorize Our insurer to commence, defend or settle, at its sole discretion, any legal proceedings.

**29.2.5.2** Our insurer will have sole conduct of any proceedings; and

**29.2.5.3** Any such proceedings shall be brought or defended in Your name.

**29.3** A VALID VISA OR MASTERCARD CREDIT CARD IS REQUIRED FOR THE SECURITY BOND. If you do not have a valid Visa Card or Mastercard please contact us so that we can email you a credit card authorization form which allows you to use the credit card of a family member/guarantor.

**29.4** A security bond is required upon pick-up of the Vehicle. The amount of the security bond is determined by the applicable liability reduction option (also sometimes known as a compensation payment or deductible) you have chosen. Payment of the security bond is only accepted by a signed credit card preauthorization (sufficient funds must be available). The amount of the security bond will not be debited from your account at this time

**29.5** In the event of an accident the renter is responsible up to the amount of the applicable security bond for loss and damage to third party property and to the Vehicle except where any term of this Agreement has been breached and renders the renter liable in accordance with clause 28 of this Agreement and will void any liability reduction options under clause 30 of this Agreement. The renter is also responsible for a ¥20,000 administration fee and the cost of demurrage/loss of use for the period the Vehicle is unavailable due to repairs. The security bond is payable regardless of who is at fault and must be paid at the time the accident is reported to Travellers Autobarn, not at the completion of the rental period.

**29.6** It is one security bond per accident/damage and not per rental, therefore once you report the accident to Travellers Autobarn, another security bond will need to be preauthorized, otherwise you cannot continue with the rental.

**29.7** In the event of an accident where the Vehicle is no longer operational, it will be at the discretion of Travellers Autobarn whether any alternative Vehicle will be supplied.

**29.8** In the event of an accident, where the Vehicle is no longer operational and no alternative Vehicle is available to the renter, our liability is limited to a refund of the remaining unused hire charges.

**29.9** If there is damage to the Vehicle on its return, the security bond will be used to cover the cost of such damage up to the amount of the renter's liability. If the damage is a consequence of a breach of any term of this Agreement and the security bond is insufficient to cover the damage, then any extra cost will be charged to the renter.

**29.10** In the event of a no-fault accident, Travellers Autobarn will make every attempt to recover costs from the Third Party and refund to the renter. The security bond will only be refunded if Travellers Autobarn recovers the cost of the damages from the Third Party. A

¥ 16,000 administration fee will be deducted from any refund.

**29.11** The renter acknowledges that third party claims in relation to accidents can take many months, sometimes years to be settled and is out of the control of Travellers Autobarn.

**29.12** Accidents and any other damage must be reported to the (from mobiles and overseas) +81 476 94 3133 Customer Assistance Line within 24 hours of the occurrence.

### 30 Security Bond / Liability and Liability Reduction Options

**30.1** Travellers Autobarn's rental charge includes Standard Protection. A security bond of ¥300,000 will be preauthorized to Your credit card by Travellers Autobarn at the time you sign this Agreement. There are exclusions to the Standard Protection as set out in the table below. **29.2** You may elect to increase your protection and reduce your liability by purchasing one of the liability reduction options set out in the table below.

Liability Reduction Options			
	Standard Protection	Midway Protection	Protection Plus
Cost per day	Included in daily rate	¥2,000	¥3,000
Security Bond	¥300,000	¥150,000	¥0
Single Vehicle Rollover* or Write Off Liability	renter pays full cost of damage to vehicle (or market value if written off) up to ¥5,000,000	renter pays up to ¥1,000,000	¥0
Windscreen: repairs and replacements	renter pays**	renter pays**	One front windscreen
Tyres: repairs and replacements	renter pays**	renter pays**	Two Tyres

\*A Single Vehicle Rollover may include, but is not limited to a Vehicle that has rolled, tipped or fallen over and has caused damage to side and/or roof area of the Vehicle.

Protection Plus & Midway Protection is payable to a maximum of 50 days for all Vehicles. Protection Plus includes one front windscreen and two tyres. If the Protection Plus liability reduction option has been chosen a credit card imprint of the renter's credit card will be taken as security in case of a breach of any terms in this Agreement or any administration fees in respect of infringement notices.

### 30.2 \*\*Additional Waivers of Liability

**Windscreen Waiver:** With the purchase of the windscreen waiver, the renter is not responsible to pay in the event that the windscreen needs to be replaced (first windscreen only and side & rear windows are excluded). All Vehicles = ¥450/day up to maximum ¥11,250. If this additional waiver is not purchased, windscreen chips are charged at ¥9000 each, any more than 3 chips will result in a windscreen replacement charge of ¥45,000.

**Tire Waiver:** With purchase of the tire waiver, the renter is not responsible to pay in the event that tires need to be replaced due to damage (up to max of two tyres per rental). All Vehicles = ¥450/day up to maximum of ¥11,250 payable.

### 31 Full Responsibility

**31.1** At all times the renter is fully responsible for all fees, damages, expenses and/or costs for

**31.1.1** Damage caused where the terms of this Agreement have been breached.

**31.1.2** Damage caused due to Vehicle use in contravention to clause 11 of this Agreement.

**31.1.3** Damage caused to the Vehicle by not driving in a prudent and cautious manner.

**31.1.4** Damage caused to the Vehicle by driving on unsealed roads or beach driving.

**31.1.5** Damage caused to the Vehicle in any way by part or total water submersion including in flood water, river water, salt water, or any other source of water

**31.1.6** Damage caused to the Vehicle by the renter's willful conduct or reckless e.g. sitting or standing on the bonnet or roof of the Vehicle.

**31.1.7** Damage caused to the Vehicle due to use of incorrect or contaminated fuel.

**31.1.8** Damage caused due to the use or misuse of snow chains.

**31.1.9** Damage or loss caused to any personal belongings.

**31.1.10** Damage to the awning, overhead (roof) or under-body of the Vehicle.

**31.1.11** Damage caused to the Vehicle because the renter has failed to perform tyre checks and maintain all fluid and fuel levels or failed to immediately rectify or report to us any defect of which you become aware.

**31.1.12** All costs to replace keys which have become lost, broken, damaged, stolen or of retrieval of keys which been locked in the Vehicle, or where the Vehicle has been stolen due to it being unlocked.

**31.1.13** Loss or damage caused where it is deemed by local authorities to have been careless or willful in failing to comply with any legislation or regulation controlling vehicular traffic, resulting in damage to the hired Vehicle and/or Third-Party Vehicle or any other property.

**31.1.14** Damage caused by the renter's failure to take reasonable measures for the safety of the Vehicle, its parts or accessories, or failure to comply with all restrictions on the use of the Vehicle or otherwise abuse or misuse of it.

**31.1.15** The cost of recovering the Vehicle in the event it becomes stuck or bogged in wet ground, sand or mud.

**31.1.16** Damage to or loss of personal belongings of the renter or any other person within the Vehicle.

**31.2** This clause 31 and 27 of this Agreement shall survive the termination of this Agreement.

### 32 Financial Obligations and Payment of Charges

**32.1** You are responsible for, and by entering into this Agreement you authorize Travellers Autobarn to debit the credit card or any other card provided for (and you will pay on demand any balance), the following charges:

**32.1.1** All rental charges specified on the Rental Agreement.

**32.1.2** All charges claimed from Travellers Autobarn in respect of parking or any other traffic violations incurred during the period of hire or until such later time as the Vehicle is returned to Travellers Autobarn.

**32.1.3** The applicable security bond in the event of an accident

**32.1.4** All loss or damage referred to in clause 31.

**32.2** Where the Rental Agreement is comprised of more than one renter all renters are jointly and severally responsible under this Agreement.

### 33 General Provisions

**33.1** Except as provided by law no driver or passenger in the Vehicle shall be or deemed to be the agent, servant or employee of Travellers Autobarn in any manner for any purpose whatsoever.

**33.2** To the extent permitted by law, Travellers Autobarn gives no express or implied warranty as to any matter whatsoever including without limitation the condition of the vehicle and equipment, its merchantability or fitness for any particular purpose.

**33.3** No right of Travellers Autobarn under this Agreement may be waived except in writing by an officer of Travellers Autobarn. No waiver of a party's rights is effective unless given by that party in writing, and any waiver is only effective in the specific instance and for the purpose of the waiver and no failure on the part of a party to exercise any right under this Agreement will operate as a waiver. No single or partial exercise of any right under this Agreement will preclude any other or further exercise of that right or the exercise of any other right.

**33.4** This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, oral representations,

warranties or agreement between the parties relating to the subject matter of this Agreement that have been relied upon by the renter.

**33.5** The illegality, invalidity or unenforceability at any time of any provision of this Agreement will not affect the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of that provision under the law of any other jurisdiction.

**33.6** All charges and expenses payable by the renter under this Agreement are due on demand by Travellers Autobarn including any collections costs and reasonable legal fees incurred by Travellers Autobarn.

**33.7** The renter must not assign or novate this Agreement or any rights or obligations under this Agreement without the written consent of Travellers Autobarn. The renter authorises Travellers Autobarn to sub-contract the provision of any of the services under this Agreement as Travellers Autobarn may require in its absolute discretion from time to time.

#### **34 Relocation Conditions**

A 'relocation' is a necessary vehicle movement between branches to satisfy the needs of full fee-paying reservations. Travellers Autobarn will offer a 'relocation' Vehicle at a heavily discounted rate but will do so over the strictest of short periods such as to cover the transport needs of the Vehicle movement. Should you wish to travel for longer periods or desire more freedom with your Vehicle, we highly recommend you inquire about Travellers Autobarn's very competitive rental rates.

**34.1** The rental of relocation Vehicles is subject to the standard Terms & Conditions of Travellers Autobarn.

**34.2** Relocations must be delivered in the set days we outline and may be offered from as little as ¥10,000 per day.

**34.3** Relocations can only be collected after 1PM on the day of pick-up. No relocations are available for Saturdays.

**34.4** A security bond of ¥300,000 applies to each relocation, which will be preauthorised to your credit card at the time you hire the Vehicle – there are no further liability reduction options available to reduce the amount of your security bond for relocations.

**34.5** A minimum ¥20,000 cancellation fee applies for any confirmed relocation bookings which are cancelled or if the Vehicle is not collected on the date agreed.

**34.6** Any late deliveries will incur penalties of ¥50,000 per day. There is a reason for the relocation. Usually, it is being moved to fulfill a full fare paying reservation.

**34.7** Any request to extend relocations will be considered subject to availability, and if approved will be charged at the standard daily rental rate from day one. Minimum rental periods may also apply.

#### **35 Breach of contract/Termination**

**35.1** The renter agrees that Travellers Autobarn shall have the right to refuse any rental and/or terminate this Agreement and take immediate possession of the Vehicle without notification to the renter if:

**35.1.1** The renter fails to comply with any of the material terms and conditions of this Agreement, particularly clause 11;

**35.1.2** The renter has obtained the Vehicle through fraud or misrepresentation.

**35.1.3** If the Vehicle is damaged; or

**35.1.4** In the reasonable opinion of Travellers Autobarn and/or the Japanese Police, the driver of the Vehicle does not have sufficient skill or experience to operate the Vehicle in a safe manner or the safety of the passengers or the Vehicle is at risk.

**35.2** In such an event the renter will: (a) not be entitled to any refund the rental charges whatsoever; and (b) be responsible for the payment of any towing costs to return the Vehicle to the agreed return location. You indemnify Travellers Autobarn, its employees and agents to the extent permitted by law from claims from any person resulting from entry into any third-party property to repossess the Vehicle. The termination of hire under this clause 35 shall be without prejudice to any rights of Travellers Autobarn or the renter under this Agreement or otherwise at law.

#### **36 Privacy**

Travellers Autobarn will collect personal information about the renter as part of the rental process and the renter acknowledges that Travellers Autobarn may not be able to perform this Agreement if all the information requested is not provided. Any information collected will be handled in accordance with Japanese Privacy Laws and Travellers Autobarn Privacy Policy, please visit <https://travellers-autobarn.co.jp/en/privacy-policy/>.

#### **37 Dispute Resolution**

If you are dissatisfied with your Travellers Autobarn experience, you may raise a complaint with us. All complaints will be handled in accordance with our Dispute Resolution Process which you can view at <https://travellers-autobarn.co.jp/en/dispute-resolution/>. For more information on your rights you can visit the following website <https://www.caa.go.jp/en/>

#### **38 Proper Law**

This Agreement is governed by the laws of JAPAN.

#### **39 Renter Warranties**

The renter warrants that all information supplied by renter to Travellers Autobarn in connection with this Agreement is true.

#### **40 Rates, Terms and Conditions**

The rates and terms and conditions are subject to change without notice.