

JAG K.K. GUIDED TOURS TERMS AND CONDITIONS

JAG K.K. owns the Japan Bike Rentals trademark and operates the japanbikerentals.com website. JAG K.K. is a Japanese Corporation that is approved by the Japanese Government to operate a vehicle rental business in Japan. JAG K.K. rents motorcycles and conducts tours in accordance with the following Terms and Conditions.

Definitions

- (a) RIDER - a tour participant who rides the motorcycle and takes ultimate responsibility for all non-rider tour participants who are included on the same booking.
(b) Non-RIDER - a tour participant who is a passenger on the motorcycle or a passenger in the support vehicle. He/she will not ride the motorcycle but will participate in all other aspects of the tour.

Requirements of Tour Participants

- (a) All tour participants are required to sign the JAG K.K. 'Guided Tours Agreement', and the JAG K.K. 'Guided Tours Terms & Conditions' document prior to tour departure.
(b) All tour participants, if non-residents of Japan, must be in possession of a valid passport and a visa for Japan which is valid for the entire length of the tour.
(c) The RIDER must prove to be at least 21 years of age to ride the motorcycle.
(d) A non-RIDER tour participant must be at least 14 years of age.
(e) In order to ride a motorcycle with an engine size of 251cc or greater, the RIDER must have and be in possession of a valid and UNRESTRICTED motorcycle class driver's license. 'UNRESTRICTED' means a license valid for riding all sizes of motorcycle.
(f) In order to ride a motorcycle with an engine size between 51cc and 250cc, the RIDER must have and be in possession of a valid motorcycle class driver's license.
(g) In order to ride a motorcycle with an engine size of 50cc, the RIDER must have and be in possession of a valid driver's license.
(h) In addition to his/her original license, the RIDER, if not in possession of a valid Japanese license, must have and be in possession of a valid 'International Driving Permit' from the country where his/her license was issued. Please note Japan only recognizes international driver's licenses that are issued by countries which have signed and ratified the 1949 "Geneva Convention on Road Traffic".

However, as an exception to the above rule, a RIDER using a valid license from Germany, Switzerland, Belgium, Italy, France or Taiwan is allowed to use their original license in Japan, however he/she must obtain and at all times be in possession of an official Japanese translation of their original license, in addition to the original license itself.

- (i) Prior to tour departure, all tour participants must provide JAG K.K. with proof of purchase of travel insurance.
(j) Prior to tour departure, all tour participants must fill out all the necessary documentation and allow JAG K.K. to take photocopies of all documents mentioned above. JAG K.K. will keep all such private information in confidence unless otherwise justified.
(k) All tour participants are required to be at the JAG K.K. office in Akasaka, Tokyo one hour prior to tour departure in order to take a mandatory orientation session. Orientation will take approximately 1 hour and will cover basic motorcycle maintenance, rider safety information, information on Japan road rules and laws, as well as an explanation of procedures to be carried out in the event of an accident, breakdown or any other kind of trouble. In addition, there will be an explanation of insurance coverage, liability and responsibility.
(l) For the duration of the tour, all tour participants are required to follow the instructions of JAG K.K. and accept all arrangements made by JAG K.K.. All tour participants must remain with the tour group at all times, unless otherwise agreed to by JAG K.K.. If a tour participant deviates from the tour itinerary in any way, all additional expenses incurred are the responsibility of that tour participant and no refunds will be granted by JAG K.K., nor is JAG K.K. to be held liable in any way.

Booking and Payment

- (a) Tour prices are listed on the japanbikerentals.com website and stated in the invoice issued at time of booking.
(b) To secure a tour booking, a minimum deposit of 20% of the full tour amount is to be paid to JAG K.K.
(c) All payments are to be made by credit card unless otherwise agreed to by JAG K.K.
(d) For credit card payments, only VISA card and MasterCard will be accepted.
(e) Tour discounts apply for early payments.
A 3% discount applies for payments made 4 months prior to tour departure.
A 5% discount applies for payments made 8 months prior to tour departure.
(f) Payment in full is required at least 60 days prior to tour departure.
(g) All prices on the japanbikerentals.com website include Japanese consumption tax.
(h) JAG K.K. requires a minimum of two tour participants in order to initiate a guided tour. JAG K.K. reserves the right to cancel a guided tour if the minimum quota is not reached. In such a case, a tour participant will be given the choice to do the tour as a self-guided tour without tour-guide(s) and without support vehicle and receive a 20% refund. Alternatively, if the tour participant is unsatisfied with this option, he/she reserves the right to cancel the tour booking and receive a 100% refund.
(i) A tour booking may be cancelled at any time by a customer, however all cancellations must be received in writing (i.e. fax or e-mail), and in such a case a cancellation charge will apply.
(j) Tour Cancellation charges apply as follows:
1. Cancellations made more than 60 days prior to departure - 95% refund of amount paid.
2. Cancellations made 41 - 60 days prior to departure - 75% refund of amount paid.
3. Cancellations made 31 - 40 days prior to departure - 50% refund of amount paid.
4. Cancellations made 21 - 30 days prior to departure - 25% refund of amount paid.
5. Cancellations made less than 21 days prior to departure, on the day of departure, or after departure - no refund.

Riding Restrictions

- (a) All RIDERS must adhere to the following riding restrictions. If the RIDER is found to be in violation of any of the following restrictions, JAG K.K. reserves the right to terminate the RIDER's JAG K.K. 'Guided Tours Agreement' and take immediate possession of the motorcycle. Additionally, if it is found that damage of any kind has occurred to the motorcycle or any equipment due to a breach of any of these rules, the insurance coverage may be nullified and voided and the financial repercussions are solely the responsibility of the RIDER and may exceed and are not limited to the amount of the deductible.
(b) Anyone who has not signed the JAG K.K. 'Guided Tours Agreement' and the JAG K.K. 'Guided Tours Terms & Conditions' as the RIDER is not permitted to ride a JAG K.K. motorcycle.
(c) The RIDER must be familiar with the road rules of Japan and at all times must observe the road rules of Japan and ride in a safe and responsible manner.
(d) The use of the motorcycle is restricted to the 4 main islands of Japan (Honshu, Shikoku, Kyushu and Hokkaido). Taking the motorcycle out of Japan is not permitted.
(e) JAG K.K. motorcycles are not allowed on dirt roads or beaches, nor are they allowed through water, mud or snow.
(f) All and any form of stunt riding or racing is not permitted.
(g) No unauthorized modifications or adaptations to the motorcycle are permitted of any kind.
(h) Riding in extreme weather conditions is not recommended and any damage caused to the motorcycle will be the responsibility of the RIDER.
(i) Riding without a helmet is illegal and not permitted at any time for any reason. The RIDER shall not allow a passenger to be on the motorcycle without a helmet.
(j) The RIDER must at all times be in possession of all necessary documentation as stated in this document.
(k) Use of the motorcycle for commercial purposes requires written permission in advance.
(l) Tampering with the odometer of the motorcycle is strictly forbidden.
(m) Subleasing the motorcycle to any other person is not permitted.

Insurance

(a) All prices on the japanbikerentals.com website include comprehensive motorcycle insurance. Insurance coverage is a mandatory requirement and non-negotiable. A basic summary of this coverage is provided below.

Coverage

Vehicle Insurance	- Up to the full cost of the motorcycle
Vehicle Theft Insurance	- Up to the full cost of the motorcycle
Injury to third party person	- unlimited
Damage to third party property	- unlimited
Rider and passenger injury compensation insurance	
In-patient care	- 7500 yen/day
Out-patient care	- 5000 yen/day
In the case of Death	- 5,000,000 yen/person

Other injuries - up to 5,000,000 yen/person (depending on the severity of injury and its after effects)

Deductible

Exemption of Insurance Coverage

Up to 100,000yen per accident

(b) Travel insurance is not included in JAG K.K. tour pricing. All tour participants **must** arrange for comprehensive travel insurance before arriving in Japan. Please note that travel insurance cannot be purchased in Japan by non-residents.

Responsibility and Liability

- (a) JAG K.K. is responsible for providing guided tours as listed on the japanbikerentals.com website and as stated in the invoice issued at time of booking. However, JAG K.K. reserves the right to make any changes to the equipment, hotel bookings or itinerary to maintain the well being and safety of the group and adapt to situations as they arise.
(b) If JAG K.K. is unable to provide the reserved motorcycle, an alternative motorcycle will be provided. In such a case, 10% of the tour fee will be refunded as compensation. If the RIDER is unsatisfied with the alternative motorcycle, the RIDER reserves the right to cancel the booking and receive a 100% refund, provided however, the RIDER does not cancel the booking without rational reason. Refunds will be credited to the credit card used at the time of booking.
(c) JAG K.K. ensures that all motorcycles and equipment are provided in good working order. All motorcycles are inspected and serviced regularly and JAG K.K. will do everything possible to avoid any maintenance problems occurring during the RIDER's trip. However, if a problem occurs which was caused by no fault of JAG K.K., including sudden and unexpected mechanical breakdown or any incidents that were caused by a previous rider and were not found during regular inspection/service, then JAG K.K. is not to be held liable for any consequences.
(d) JAG K.K. is responsible for motorcycle maintenance for the duration of the tour.
(e) All JAG K.K. motorcycles come with standard 24-hour roadside assistance, provided by JAF (Japan Automobile Federation). This roadside assistance is available in most cases anywhere throughout Japan according to JAF policy. In the event of any mechanical failure or any other incident that renders the motorcycle unridable, JAG K.K. will make reasonable efforts to rectify the situation and JAG K.K. reserves the right to determine the appropriate course of action in all cases. If the rider is separated from the tour group at the time of the incident, it is the responsibility of the RIDER to contact JAF directly to resolve the issue. After contacting JAF, the RIDER must immediately inform JAG K.K. of the details.
(f) If an accident occurs when the rider is separated from the tour group, it is the responsibility of the RIDER to contact the police (on 110) as soon as possible. Failure to do so will nullify the motorcycle insurance coverage, and lead to serious financial and legal consequences for the RIDER. After contacting the police, the RIDER must immediately inform JAG K.K. of the details.
(g) The RIDER is 100% responsible and liable for all traffic and parking violations. The RIDER must inform JAG K.K. of any violations and must pay the fine in a timely manner.
(h) Fuel costs are the responsibility of the RIDER. All motorcycles come with a full tank of gas and are to be returned with a full tank of gas. A 3000yen fee will be charged if the motorcycle requires refueling at time of drop-off.
(i) If the RIDER's trip is interrupted due to a faulty, damaged, or stolen motorcycle/equipment, JAG K.K. will use the rescue services offered by JAF (Japan Automobile association) and the services offered by JAG K.K.'s insurance provider, in order to facilitate the repair or replacement of the motorcycle/equipment, so long as the RIDER has not acted negligently. JAG K.K. reserves the right to determine the appropriate course of action in all cases.
(j) JAG K.K. is not liable for any loss of time due to such an incident, nor will compensation be provided for any expenses incurred by any tour participant due to the incident.
(k) In the case that the motorcycle and/or equipment is damaged, lost, or stolen, or if JAG K.K. has incurred or will incur any other expenses related to bringing the motorcycle and any equipment back to its original state and appropriate location, then JAG K.K. has the right to charge the RIDER. For costs that are covered by JAG K.K.'s motorcycle insurance, the RIDER will be liable up to the amount of 100,000yen. For costs that are not covered by JAG K.K.'s motorcycle insurance, the RIDER will be held fully responsible and liable. JAG K.K. has the right to charge the RIDER accordingly.
(l) In the event of any damage to or loss of the motorcycle or any equipment, JAG K.K. has the right to immediately charge the RIDER's credit card 100,000 yen. If the ultimate cost to repair or replace the item is less than 100,000 yen, JAG K.K. will refund the excess amount and will send the RIDER a copy of the receipt for repairs or replacement. In the event that JAG K.K.'s insurance is nullified or voided due to rider negligence and the cost to repair or replace the item(s) is more than 100,000 yen, JAG K.K. has the right to charge the RIDER's credit card for the full remaining amount.
(m) In the event of an insurance claim, it is the responsibility of the RIDER to cooperate fully with JAG K.K. in order for JAG K.K. to carry out the formalities required by JAG K.K.'s insurance provider. Failure to do so will nullify the insurance coverage and may lead to financial repercussions, which are solely the responsibility of the RIDER and may exceed and are not limited to the amount of the deductible.
(n) If damage to any JAG K.K. property is not recognized at time of drop-off, but is recognized within 7 days thereafter, JAG K.K. has the right to charge the RIDER's credit card in order to make the necessary repairs or replacement.
(o) Late returns will incur an hourly late fee of 20% of the daily rental rate for that motorcycle. Motorcycles and any equipment returned 5 hours late or more will incur a full day of additional charges.
(p) The non-return of the motorcycle by the agreed drop-off date and time, without JAG K.K. approval, will be considered a criminal offense. Non-return of the motorcycle by the predetermined time of drop-off may lead to financial repercussions, which are the sole responsibility of the RIDER and may exceed and are not limited to the amount of the deductible.
(q) The RIDER agrees to authorize JAG K.K. to charge the RIDER's credit card for the following:
-Late return of motorcycle/equipment, and refueling if required at drop-off
-Damage, theft, loss or non-return of the motorcycle and/or any equipment
-Expenses incurred by JAG K.K. in order to bring the motorcycle and/or any equipment back to its original state and appropriate location.
-Any other expenses incurred by JAG K.K. due to damage done to any third party person or property by the RIDER or the tour participants he/she is responsible for.
-Any other expenses incurred related to or resulting from any of the above.
(r) JAG K.K. is not responsible for any delays and interruptions to trips caused by extreme weather, flight delays, earthquakes or any other acts of nature/acts of God. JAG K.K. takes no responsibility for any mechanical problems caused through RIDER negligence. Nor shall JAG K.K. be responsible or liable for any trip delays. Additionally JAG K.K. is not responsible or liable for any injury, illness or death of any person during the trip. The RIDER and all non-riders release, indemnify and hold JAG K.K., its agents, contractors and all employees harmless against any claim.

Signature of RIDER

Signature of non-RIDER(s)