

英語

Rental Car Terms and Conditions

Chapter 1 General rules

Article 1 (Application of Terms and Conditions)

1. The Company shall rent this rental vehicle (hereinafter referred to as "rental car") to the Renter (including the driver; the same applies below) in accordance with the provisions of this agreement, and the Renter shall accept the rental. Matters not stipulated in these terms and conditions shall be governed by laws or general customs.
2. Our company may enter into special agreements to the extent that they do not violate the spirit of these terms and conditions, laws and regulations, and general practice. In the event that special agreements are entered into, those special agreements shall take precedence.

Chapter 2 Rental Agreement

Article 2 (Reservations)

1. When renting a car, the Renter may make a reservation by clearly indicating in advance the vehicle type, start date and time, rental location, rental period, return location, driver, and other rental conditions. The Company shall accommodate reservations within the range of rental cars in its possession.
2. If the Renter requires any equipment required by law, such as a child seat, or any equipment such as a car navigation system for his/her own use, he/she shall make such request at the same time as making the reservation under the preceding paragraph.
3. Reservations under the preceding paragraph shall be made by paying a reservation application fee as separately specified.
4. If the conclusion of the rental car contract (hereinafter referred to as the "Rental Contract") is not commenced within one hour after the reserved start time, the reservation will be considered canceled.
5. In case of changing the rental conditions under paragraph 1, the prior consent of the Company must be obtained. However, when a reservation is made through a travel agency or an agent with which the Company has made a contract and which handles reservations, the reservation may be cancelled or changed at the agency or through the agent where the application was submitted.

Article 3 (Conclusion of Rental Agreement)

1. Except when there is no rental car available for rental or when the Renter falls under any of the items of Article 9, the Company will enter into a Rental Agreement upon application by the Renter.
2. An application for a Rental Agreement must clearly state the rental conditions set out in Paragraph 1 of the preceding Article.
3. When the Rental Agreement is concluded, the Company will charge the rental fee as specified separately.

Article 4 (Conclusion of Rental Agreement, etc.)

1. The rental contract is concluded when the Company receives the rental fee and delivers the rental car to the renter. In this case, the reservation deposit will be applied to part of the rental fee.
2. If we are unable to rent the vehicle of the reserved model due to an accident, theft, or other reasons beyond our control, we may rent out a vehicle of a different model from that reserved (hereinafter referred to as an Alternative Rental Car).
3. If the rental fee for the substitute rental car rented in accordance with the preceding paragraph is higher than the rental fee for the reserved vehicle model, the rental fee for the reserved vehicle model shall apply; if the rental fee for the substitute rental car is lower than the rental fee for the reserved vehicle model, the rental fee for the substitute rental car shall apply.
4. The Renter may refuse an offer to rent a Substitute Rental Car under Paragraph 2 and cancel the reservation.

Article 5 (Cancellation of Rental Agreement)

1. If the Renter falls under any of the following items during the rental period, the Company may cancel the Rental Agreement without any notice and may request the Renter to immediately return the Rental Vehicle. In this case, the Company shall not return the rental fee for the vehicle that it has received under the previous article.
 - (1) When these terms and conditions are violated.
 - (2) When a traffic accident occurs due to reasons attributable to the Renter.
 - (3) When any of the items of Article 9 apply.
2. If the Rental Car becomes unusable due to a defect that occurred prior to the delivery to the Renter, the Renter may cancel the Rental Agreement, except when measures have been taken in accordance with Article 22 Paragraph 3.

Article 6 (Termination of the Rental Agreement due to Force Majeure)

1. If the rental car becomes unusable due to a natural disaster or other force majeure during the rental period, the rental contract will be terminated.
2. If any of the circumstances described in the preceding paragraph apply to the Renter, he/she shall notify the Company to that effect.

Article 7 (Early Termination)

1. The Renter may cancel the Rental Agreement with the consent of the Company even during the rental period. In such case, the Renter shall pay the early cancellation fee as prescribed in Article 25.
2. If the Rental Car is returned during the rental period due to an accident or breakdown caused by the Renter, the Rental Agreement will be considered terminated.
3. When the Rental Car is returned in accordance with the preceding paragraph, the Company shall not refund the rental fee received in accordance with Article 4.

Article 8 (Changes to Rental Conditions)

1. After the Rental Agreement has been concluded, if there is any change to be made to the Rental Conditions pursuant to Article 3, Paragraph 2, the prior approval of the Company must be obtained.
2. If the rental business is impeded by changes to the rental conditions mentioned in the previous paragraph, the Company may not approve them.

Article 9 (Refusal to Conclude Rental Agreement)

If the Renter falls under any of the following items, the Company may refuse to enter into the Rental Agreement.

- (1) When the person does not possess a driver's license sufficient to drive the rental vehicle.
- (2) When under the influence of alcohol.
- (3) When the person is showing symptoms of intoxication due to narcotics, stimulants, paint thinner, etc.
- (4) When the driver specified in the reservation is different from the driver at the time of rental car delivery.
- (5) When the payment of rental fees for a previous rental is overdue.
- (6) When any act listed in Article 17 has occurred in relation to a previous rental.
- (7) Previous rentals (including rentals by other car rental companies)

When an act falling under any of the items listed in Article 30 has occurred.

Chapter 3 Rented Vehicles

Article 10 (Start date and time, etc.)

1. The Company shall rent out the Rental Car as specified in Article 14 at the start date and time and at the rental location specified in Article 3, Paragraph 2.

Article 11 (Rental Method, etc.)

1. The Company shall, together with the borrower, conduct the daily inspection and maintenance prescribed in Article 47-2 of the Road Transport Vehicle Law and inspect the exterior and accessories of the vehicle based on a separately defined inspection form to confirm that there are no maintenance issues with the rental car before renting it out.
2. If, during the inspection under the preceding paragraph, our company discovers any maintenance defects in the rental car, we will take measures such as replacement.
3. When the Company delivers the Rental Car to the Renter, it shall issue to the Renter a specified automobile rental certificate containing the details specified by the Director-General of the District Transport Bureau and the Director of the Land Transport Department of the Okinawa General Bureau

Chapter 4 Rental Fees

Article 12 (Rental Fee)

1. The rental fee as set forth in Article 4 received by the Company shall be based on the fee table notified to and implemented by the Director-General of the District Transport Bureau and the Director of the Land Transport Department of the Okinawa General Bureau at the time of rental.
2. The rental fee received by the Company shall be the total amount of the basic fee and any additional fees incidental to the rental.

Article 13 (Measures for Revision of Rental Fees)

If the rental fee in the preceding article is revised after making a reservation under Article 2, notwithstanding paragraph 1 of the preceding article, the rates applied at the time of the reservation shall apply.

Chapter 5 Responsibility

Article 14 (Periodic Inspection and Maintenance)

The Company will rent out vehicles that have undergone regular inspection and maintenance as stipulated in Article 48 of the Road Transport Vehicle Law.

Article 15 (Daily Inspection and Maintenance)

During the rental period, the Renter must carry out daily inspection and maintenance of the Rental Vehicle as stipulated in Article 47-2 of the Road Transport Vehicle law before use each day.

Article 16 (Renter's Management Responsibility)

1. The renter shall use and care for the rental car with the due care of a prudent manager.
2. The responsibility for managing the vehicle under the preceding paragraph shall commence upon receipt of the rental vehicle and end upon return of the vehicle to our company.

Article 17 (Prohibited acts)

The Renter shall not engage in the following acts during the rental period:

- (1) Using a rental car for an automobile transportation business or similar purposes without obtaining consent from the Company or obtaining permission under the Road Transportation Law.
- (2) Subleasing the rental vehicle or using it as collateral or engaging in any other act that infringes on our ownership rights.
- (3) Forging or altering the registration plate or vehicle number plate of a rental car, or modifying or refurbishing the rental car, or otherwise altering its original state.
- (4) Using the rental car for various tests or competitions, or for towing or pushing other vehicles without our consent.
- (5) Any person other than the renter or co-renter uses the rental car.
- (6) Using a rental car in violation of laws, regulations, or public order and morals.
- (7) Purchasing non-life insurance for the rental car without obtaining consent from the Company.

Article 18 (Obligation to carry automobile rental certificate)

1. The Renter must carry the Automobile Rental Certificate issued in accordance with Article 11 Paragraph 3 during the rental period of the Rental Car.
2. If the Renter loses the Vehicle Rental Certificate, he/she shall immediately notify the Company to that effect.

Article 19 (Liability for compensation)

1. If the Renter causes damage to the Rental Car due to an accident attributable to the Renter, the Renter shall pay the Company compensation for damages as separately stipulated as business compensation during the rental car repair period. The Company will clearly state this amount in the fee schedule.
2. In addition to the provisions of the preceding paragraph, if the Renter causes damage to a third party or the Company while using the Rental Car, he/she shall be liable for compensation for such damage, except in cases where such damage is not attributable to the Renter.

Chapter 6: Handling Automobile Accidents

Article 20 (Accident Handling)

1. If an accident involving the Rental Car occurs during the rental period, the Renter shall take measures prescribed by law regardless of the scale of the accident and shall handle the matter in accordance with the following:

- (1) Immediately report the details of the accident to the Company.
- (2) Promptly submit any documents or evidence required by our company and the insurance company contracted by our company regarding the accident.
- (3) When making any settlement or agreement with a third party regarding the accident, you must obtain our prior consent.
- (4) Repairs to the rental vehicle will be carried out at our company or a workshop designated by our company, unless there are special reasons.

2. In addition to the provisions of the preceding paragraph, the Renter shall endeavor to resolve the accident at his/her own responsibility.

3. The Company shall provide the Renter with advice regarding the handling of accidents related to the Rental Car and shall cooperate in resolving such issues.

Article 21 (Compensation)

1. The Company shall compensate the Renter for any damages borne by the Renter under Article 19 Paragraph 2 within the following limits in accordance with the compensation system established by the Company:

- (1) Personal injury compensation: Limit per person: Unlimited
- (2) Property damage liability: Unlimited per accident (deductible amount: 50,000 yen)
- (3) Vehicle compensation: limit per accident, current value (deductible amount: 50,000 to 100,000 yen)
- (4) Passenger Compensation: up to 30 million yen per person

2. Any damages exceeding the compensation limit shall be borne by the Renter.

3. When the Company has paid the amount of damages which should be borne by the Renter, the Renter shall immediately reimburse the Company for the amount paid by the Company.

4. The exemption portion of the compensation system shall be borne by the Renter unless a special agreement has been made.

5. This compensation system does not apply to accidents that have not been reported to the police or our sales offices, accidents that fall under the exemption clauses of the property insurance policy, accidents that occur after the rental due to reasons falling under items 1 to 3 of Article 9 (Refusal to Conclude a Rental Agreement), accidents that fall under items 1 to 5 of Article 17 (Prohibited Acts), and accidents that occur during an extension of the rental period without permission.

Article 22 (Measures for malfunctions, etc.)

1. If the Renter discovers any abnormality or malfunction of the Rental Car during the rental period, he/she shall immediately stop driving the Rental Car, contact the Company and follow the Company's instructions.

2. If the abnormality or breakdown of the Rental Car is due to the Renter's intentional or negligent acts, the Renter shall bear the costs required for picking up and repairing the Rental Car.
3. If the Rental Car becomes unusable due to a defect that existed before the rental, the Renter may be provided with a substitute rental car or equivalent measures by the Company.
4. Except for the measures set out in the preceding paragraph, the Renter may not claim from the Company for damages arising from the inability to use the Rental Car.

Article 23 (Exemption from liability due to force majeure)

1. If the Renter is unable to return the Rental Car within the rental period due to a natural disaster or other force majeure, the Company shall not hold the Renter liable for any damages incurred as a result. In this case, the Renter shall immediately contact the Company and follow the instructions of the Company.
2. If the Company is unable to rent the vehicle or provide a substitute rental vehicle due to a natural disaster or other force majeure, the Renter shall not hold the Company liable for any damages resulting therefrom. In this case, the Company shall immediately contact the Renter.

Chapter 7 Cancellation, Refunds, etc.

Article 24 (Cancellation of reservation, etc.)

1. If the Renter cancels the reservation for his/her own reasons despite having made the reservation under Article 2, or if the Rental Agreement is not concluded, or if the Rental Car cannot be used due to failure to reserve equipment under Article 2, Paragraph 2, the Renter shall pay a reservation cancellation fee as separately specified. When this reservation cancellation fee has been paid, the Company shall return the reservation application fee.
 2. If, despite having received a reservation under Article 2, the Company cancels the reservation or does not enter into the Rental Agreement for reasons of its own volition, it shall return the reservation application fee and pay a penalty as separately specified.
 3. If the rental contract is not concluded due to reasons other than those in the previous two paragraphs, even if a reservation has been made under Article 2, the reservation will be considered canceled. In this case, the Company will return the reservation application fee.
- Except as provided in the preceding three paragraphs, the Company and the Renter shall not make any claims against each other regarding the failure to conclude the Rental Agreement.

Article 25 (Early Termination Fee)

In the event of mid-term termination as provided for in Article 7 Paragraph 1, the Renter shall pay the following mid-term termination fee in addition to the rental fee for the period up to the termination.

$$\text{Mid-term cancellation fee} = \{(\text{basic fee for the rental contract period}) - (\text{basic fee for the period from rental to return})\} \times 50\%$$

Article 26 (Refund of rental fee)

1. When any of the following items apply, the Company shall refund all or part of the rental fee received from the Renter in accordance with the respective items.
 - (1) When the Renter terminates the Rental Agreement pursuant to Article 5 Paragraph 2, the full amount of the rental fee received.

(2) When the rental agreement is terminated pursuant to Article 6 Paragraph 1, the rental fee received minus the rental fee corresponding to the period from the start of the rental to the termination of the rental agreement.

(3) In the event that the Renter terminates the Contract early pursuant to Article 7 Paragraph 1, the rental fee received shall be deducted from the rental fee corresponding to the period from the rental to the return due to the early termination.

2. When making the refund under the preceding paragraph, if there is an early termination fee or other amount to be received, this may be offset against such amount.

Chapter 8 Return

Article 27 (Confirmation of rental car, etc.)

1. When returning the Rental Car to the Company, the Renter shall return it in the same condition as when he/she received it, excluding wear and tear due to normal use.

2. When returning the Rental Car, the Company shall check the condition of the Rental Car in the presence of the Renter.

3. When returning the Rental Car, the Renter shall, in the presence of the Company, confirm that no belongings left behind by the Renter or any passengers have been left behind in the Rental Car, and the Company shall not be liable for any belongings left behind after the return.

Article 28 (Time of return of rental car, etc.)

1. The Renter shall return the Rental Vehicle within the rental period.

2. When the Renter extends the rental period pursuant to Article 8 Paragraph 1, he/she shall pay the rental fee corresponding to the changed rental period or the fee before the change and any excess fee (total amount), whichever is lower.

3. If the Renter returns the Vehicle after the rental period has expired without obtaining the consent of the Lessor under Article 8 Paragraph 1, the Renter shall pay a penalty calculated as follows:

Penalty fee = number of hours exceeded x unit price of excess fee x 300%

Article 29 (Place of return of rental car, etc.)

1. The rental car shall be returned to the return location specified in Article 3, Paragraph 2. However, if the return location is changed in accordance with Article 8, Paragraph 1, the car shall be returned to the new return location.

2. In the case of the proviso to the preceding paragraph, the Renter shall bear the expenses for transportation that become necessary due to a change in the return location.

3. If the Renter returns the Rental Car to a location other than the return location specified in Article 3, Paragraph 2 without obtaining the consent of the Company in accordance with Article 8, Paragraph 1, the Renter shall pay the following penalty for changing the return location: Penalty for changing the return location = Transportation costs required due to the change of return location x 300%

Article 30 (Procedures when the rental car is not returned)

If the Renter does not return the Rental Car to the return location specified in Article 1 of the preceding article within 24 hours from the expiration of the rental period and does not comply with our request for return, or if the Renter's whereabouts are unknown, we may activate the vehicle search device installed in the Rental Car. Also, if the Renter does not return the Rental Car to the return location specified in Article 1 of the preceding article within 72 hours from the expiration of the rental period and does not comply with our request for return, or if the Renter's whereabouts are unknown, we may take necessary measures, including legal procedures.

Article 31 (Agreement on registration and use of credit information)

The Renter agrees that if the circumstances of the previous article apply to the Renter, credit information based on objective rental facts will be registered with the National Rent-a-Car Association for a period not exceeding seven years, and that such information will be used by the National Rent-a-Car Association, its affiliated prefectural rent-a-car associations, and their member businesses.

Chapter 9 Miscellaneous Provisions

Article 32 (Consumption Tax)

The Renter shall pay to the Company separately any consumption tax (including local consumption tax) levied on monetary obligations under this Agreement.

Article 33 (Late Charges)

If the Renter fails to fulfill any of his/her monetary obligations under this Agreement, he/she shall pay to the Company late payment charges at the rate of 14.6% per annum.

Article 34 (Details of the contract)

1. The Company may prescribe separate detailed rules for the implementation of these Terms and Conditions.
2. If the Company prescribes any separate detailed rules, the Company will post them at its offices and include them in pamphlets and price lists issued by the Company. The same shall apply when the Company changes these rules.

Article 35 (Precedence of Japanese Terms and Conditions)

In the event of any discrepancy between the Japanese and multilingual terms and conditions regarding terminology or sentences, the Japanese terms and conditions will be the official version and will take precedence.

Article 36 (Court of Jurisdiction)

In the event of a dispute regarding the rights and obligations under these terms and conditions, the court with jurisdiction over our head office shall be the court with jurisdiction.

Supplementary Provisions These terms and conditions shall come into effect on June 15, 2024.