Terms and Conditions for Rental

Chapter 1 General Provisions

Article 1 Applicability of Terms and Conditions

1.We shall rent a vehicle (hereinafter referred to as "rental car") to a renter in accordance with the provisions of this terms and conditions. Matters not prescribed in this terms and conditions shall be handled in accordance with laws and regulations or general customs.
2.We may accept a special contract, provided that they do not infringe upon the agreement or administrative rulings or general custom. In that case, the special contract shall prevail over this terms and conditions.

Chapter 2 Reservations

Article 2 Reservation Request

1.For renting a rental car, the renter may make a reservation specifying the class of vehicle types, the rental starting date, the rental location, the rental period, the return location, the driver, a child safety seat and other accessories requests, and other rental conditions (hereinafter referred to as "rental conditions") in advance after agreeing to this terms and conditions as well as our price list and other terms.
2.Upon receiving a reservation request from the renter, we shall accept the reservation within the range of the rental cars we own. The renter shall pay us the reservation deposit specified by us unless we agree on a special case.

Article 3 Reservation Change

If the renter wants to change any of the rental conditions in the Article 2.1, the renter must obtain our approval.

Article 4 Reservation Cancel

1.The renter or we may cancel a reservation following our prescribed procedure.
2.If the car rental agreement (hereinafter referred to as "Rental Agreement") is not signed within one hour after the rental starting time due to the circumstances caused by the renter, the reservation shall be deemed to be cancelled.
3.In the case of the Article 4.2 above, the renter shall pay us the prescribed reservation cancellation fee. We shall refund the reservation deposit received to the renter when this reservation cancellation fee has been paid.
4.If the reservation is cancelled or the Rental Agreement is not signed due to the circumstances caused by us, we shall refund the reservation deposit received and shall pay the prescribed penalty to the renter.
5.If the Rental Agreement is not signed due to reasons caused by neither the renter nor us such as an accident, theft, non-return, recall, natural disaster, etc., the reservation shall be deemed to be cancelled. In this case, we refund the reservation deposit received.
6.For the web reservation, if our reservation confirmation email cannot be sent to the email address submitted by the renter or we cannot reach the renter by phone, we may consider the reservation to be invalid.

Article 5 Substitute Rental Car

1.If we cannot provide a rental car that meets the conditions requested by the renter such as the class of the vehicle types, accessories, smoking or non-smoking preference, etc. (hereinafter referred to as "conditions"), we may propose an alternative rental car (hereinafter referred to as "substitute rental car") to the renter.
2.If the renter accepts the offer in the previous clause, we shall lend a substitute rental car under the same rental conditions as the reservation request except those conditions that could not be met. In such a case, the renter shall pay the lower rate if the rental rate for the class of the substitute rental car is lower than that of the requested rental car.
3.If the renter refuses the offer of the substitute rental car as set forth in the Article 5.1, the renter may cancel the reservation.
4.In the case of the previous clause, if the car rental is not possible due to the circumstances caused by us, the reservation is deemed to be cancelled, and we shall follow the Article 4.4 reservation cancel clause: We shall refund the reservation deposit received and pay the prescribed penalty to the renter.
5.In the case of the Article 5.3, if the car rental is not possible due to the circumstances not caused by use, the reservation is deemed to be cancelled, and we shall follow the Article 4.5 reservation cancel clause: We refund the reservation deposit received.

Article 6 Indemnity

Except for the cases described in the Articles 4 and 5, the renter or we shall make no claims whatsoever to each other regarding the reservation cancel and the unsigned agreement.

Article 7 Reservation Agent

1.The renter may make a reservation at the travel agents or other business partners (hereinafter referred to as "agents") that take reservations on our behalf.
2.The renter who made a reservation through the agent may change or cancel such reservations only through the same agent. The reservation change must be approved by us through the agent.

Chapter 3 Rental Agreement

Article 8 Entering a Rental Agreement

1.While the renter shall meet the renting conditions as set forth in the Article 2.1, we shall present the rental conditions as set forth in this terms and conditions and the price list. Exceptions are the followings: There is no car available for rent, or the renter or the driver is in the conditions that are specified in the Article 9.1 and 9.2 (all items).
2.Once the Rental Agreement is entered, the renter shall pay us the rental fee prescribed in the Article 11.1. If the renter wants to use a discount coupon issued by agents, the renter must present it upon entering the Rental Agreement.
3.Following the Basic Instructions issued by the government agency (note 1), we shall request the renter to present the driver's license (note 2) of the driver designated by the renter (hereinafter referred to as "the driver"), and to submit a photocopy of the license in order to record the full name, address, the category and the number of the driver's license, and to attach a copy of the driver's license in the rental register (original rental slip) and the rental certificate as prescribed in the Article 14.1. If the renter himself or herself is the driver, the renter shall present his/her own driver's license and submit a photocopy of the license. If the renter himself/herself is not the driver, the driver shall present his/her driver's license and submit a photocopy of the license. note 1 The Basic Instructions issued by the governing agency refers to Article 2(10) and 2(11)of "The Basic Instruction concerning Rental Vehicles" issued by the Director of the Automobile Traffic Bureau, the Ministry of Land, Infrastructure and Transport on June 13, 1995 as Ji-Fuku No.138, note 2 the driver's license means a driver's license as stipulated by Form 14 of Article 19 of Execution Rules for the Road Traffic Law which is issued in accordance with Article 92 of the Road Traffic Law. Additionally, international driver's license or foreign driver's license as stipulated in the Article 107.2 of the Road Traffic Law, shall apply mutatis mutandis to the driver's license.
4.We, at the time of entering the Rental Agreement, may ask the renter and/or the driver to present us other documents for identification in addition to the driver's license thereof, and we may make photocopies of such documents thereof.
5.We, at the time of entering the Rental Agreement, may ask the renter and/or the driver to report his/her mobile phone number or other means of contact so as to communicate with the renter or the driver during the rental period.
6.We, at the time of entering the Rental Agreement, may require payment by credit or cash, or otherwise designate other methods of payment, and the renter and/or the driver shall follow our request.

Article 9 Refusal to Enter the Rental Agreement

1.If the renter or the driver comes under any of the provisions set forth below, the Rental Agreement shall not be executed.
 1.If he/she does not possess a driver's license
 2.If he/she is considered to be under the influence of alcohol
 3.If he/she is considered to show symptoms of being under the influence of narcotic drugs, stimulant drugs, thinner, etc.
 4.If he/she has a child in the car without a child safety seat
 5.If he/she is considered to be a member of a designated violence group or organization related to such a group, or is deemed to belong to some other anti-social organization
2.We may refuse to enter the Rental Agreement or cancel a reservation if any of the following cases apply to the renter or the driver.
 1.When a third party other than driver, designated at the time of reservation tries to drive the rental car.
 2.When the renter or the driver let the rental charge fall into arrears in the past.
 3.When the renter or the driver acted in contravention of Article 17 in the past.
 4.When the renter or the driver acted in contravention of Article 18.6 or Article 23.1 in the past including for car rentals from other companies.
 5.When the renter or the driver had automobile insurance coverage refused due to the violation of the terms and conditions for rental or the insurance provisions.
 6.When the renter or the driver does not meet all our prescribed conditions.
 7.When we find any ground inappropriate to execute the Rental Agreement with the renter or the driver.
3.In the case of the Article 9.2, and the reservation has already been made, we handle the situation as the cancel reservation case due to the circumstances caused by the renter. The renter shall pay us the prescribed reservation cancellation fee immediately. We shall refund the reservation deposit received to the renter when this reservation cancellation fee has been paid

Article 10 Completion of the Rental Agreement

1.The Rental Agreement shall come into effect when the renter pays the rental charge to us and we deliver the rental car to the renter or the driver. In this case, the reservation deposit received shall be allotted as part of the rental charge.
2.The delivery as described above shall take place at the rental starting date and time at the rental location as specified in Article 2.1.

Article 11 Rental Charge

1.The rental charge means the total amount of the following. We shall specify the rental charge in detail as well as the basis for calculation in the price list.
 1.Basic charge
 2.Deductible compensation charge
 3.Optional equipment charge (Accessories)
 4.Drop-off charge
 5.Fuel or electricity charge
 6.Vehicle delivery and pick up charge
 7.Other charges
2.The basic rental charge shall be in accordance with the price of which we have submitted to the Director of the Land Transport Office of District Bureau of Transport (the Director of Hyogo Land Transport of the Controller Division of Kobe Transport in Hyogo and the Director of the Land Transport Office of the Okinawa General Affairs Bureau in Okinawa, which shall be also applicable to the Article 14.1 hereunder), and which is implemented at the time of rental.
3.When the rental charge is changed after the reservation has been made in accordance with Article 2, the rental charge shall be determined based on the comparison between the rental charge applied at the time of reservation and the rental charge applied at the time of rental and whichever lower shall apply.

Article 12 Change of Rental Conditions

1.When the renter desires to change the rental conditions as set forth in Article 8.1 after entering the Rental Agreement, the renter shall obtain our approval.
2.We may not approve the changes in rental conditions as described under previous article (Article 12.1) if such changes interfere with the our day-to-day renting operations.

Article 13 Inspection and Maintenance of the Rental Car

1.We shall provide all the rental cars after conducting necessary periodic inspection and maintenance as stipulated in the Article 48 of the Road Transport Vehicle Law (Periodic Inspection and Maintenance).
2.We shall conduct necessary inspection and maintenance as stipulated in Article 47.2 of the Road Transport Vehicle Law (Daily Inspection and Maintenance).
3.The renter or the driver shall confirm that the rental car has been duly inspected and maintained under the previous articles (13.1 and 13.2) and ensure that the rental car is free from defects by inspection of the exterior and the accessories of the rental car, and also that the rental car meets the rental conditions.
4.If any defects are detected in the rental car upon the checkup under previous Article (13.3), we shall immediately perform necessary repairs and maintenance.
5.The renter or the driver is responsible for properly setting the child seat or other equipment. We shall not be responsible for such setting.

Article 14 Issuance and Carrying of the Rental Certificate

1.At the time of delivery of the rental car, we shall issue to the renter or the driver a designated rental certificate of the rental car (hereinafter referred to as "Rental Certificate") stating items set forth by the Director-General of the District Transport Bureau,
2.The renter or the driver shall carry the Rental Certificate issued in accordance with Article 14.1 from the time the rental car is received until it is returned to us (hereinafter referred to as "period of use").
3.The renter or the driver shall immediately notify us when the renter or the driver loses the Rental Certificate.
4.The renter or the driver shall return the Rental Certificate to us upon return of the rental car.

Chapter 4 Use of the Rental Car

Article 15 Managerial Responsibilities of the Renter or the Driver

The renter or the driver shall use and care for the rental car as its proper manager, from the time the rental car is received until it is returned to us (hereinafter referred to as "period of use").

Article 16 Daily Inspections and Maintenance

The renter or the driver must perform the daily inspection and maintenance of the rental cars during the period of use as prescribed in Article 47-2 (Daily Inspection and Maintenance) of the Road Transport Vehicle Law.

Article 17 Prohibited Acts

The renter or the driver is prohibited from performing the following acts during the period of use.
 1.Using the rental car for a motor freight trucking businesses or other similar purposes without obtaining our consent as required by the Road Transport Law
 2.Using the rental car for purposes other than those specified or to let a third party other than the driver specified in Article 8.3.
 3.To rent the rental car to deposit it for security or any other acts which would infringe on our reserved rights.
 4.Forging or falsifying the license number plate or fleet number plate of the rental car, or changing the original condition of the rental car by modification or remodels.
 5.Using the rental car for any kind of test or competition, or for towing or pushing other vehicles without obtaining our consent.
 6.Using the rental car in violation of laws or against public order and standards of decency.
 7.Subscribing to damage insurance for the rental car without obtaining our consent.
 8.Removing the car navigation system, the audio set, or other equipment and bringing them out of the car. Using tools and parts for vehicles other than the rental car.
 9.Allowing a pet or letting the pet out of the cage in the rental car without our consent.
 10.Taking the rental car outside of Japan.
 11.Acting in violation of the Renting Conditions of Article 8.1.

Article 18 Measures in Case of Illegal Parking

1.When the renter or the driver parks the rental car in violation of the Road Traffic Law during the period of use of the rental car, the renter or the driver shall pay the fines, as well as the towing charges, storage and others in connection with such illegal parking.
2.In the event that police notifies us of the renter's or the driver's illegal parking of the rental car, we shall contact the renter or the driver, instructing the renter or the driver to move the rental car without delay and also to appear at the police station at the expiration of the Rental Agreement or by specific time instructed by us for completion of the legally required procedure. Then the renter or the driver shall comply with such instructions given by us. When police tows the rental car, we may collect the rental car from police on its own judgment.
3.After giving the instructions to the renter or the driver in accordance with the preceding Article, we shall confirm the status of the legally required procedure on the renter or the driver by checking the traffic violation notice, payment notice or the receipt of a penalty or other charges. When the legally required procedure cannot be confirmed, the renter or the driver shall immediately pay the illegal parking fines to us, Furthermore, we shall require the renter or the driver to sign a specific document (hereinafter referred to as "Acknowledgement Letter") to the effect that the renter or the driver admit having illegally parked the rental car, that the renter or the driver shall appear at the police station and that the renter or the driver shall act in compliance with the related laws and regulations. The renter or the driver shall comply accordingly.
4.We shall cooperate with police in pursuit of the responsibility of the renter or the driver in connection with the illegal parking, taking such action as the we see necessary or appropriate. We shall also take necessary legal measures by submitting to Public Safety Commission documents containing personal information, including, but not limited to, a letter of explanation, the Acknowledgement Letter, a copy of the Rental Certificate and/or other documents as necessary in accordance with Article 51.4.(6) of the Road Traffic Law and reporting to Public Safety Commission factual aspects of the illegal parking. The renter or the driver shall consent to such actions we may take.
5.In the event that we receive an order for payment of a fine for illegal parking in accordance with Article 51.4.(1) of the Road Traffic Law and pays such penalty of the illegal parking on behalf of the renter or driver, or that we pay for the search for the renter or the driver as well as the collection of the rental car, the renter or the driver shall bear the responsibility to compensate to us for the amount of such penalty of the illegal parking and costs. The renter or the driver shall make such payment to us on or before the due date we will designate (hereinafter referred to as "illegal parking-related fines") Illegal Parking related costs are (1) amount equivalent to illegal parking (2) penalty for illegal parking we designate (3) Costs for search, transfer, storage and pick-up.
6.In the event that the renter or the driver pay such penalty of the illegal parking to us based on Paragraph 3 and presents us with the receipt or the equivalent with a receipt stamp or when we have received a refund of illegal parking penalty, we shall return to the renter or the driver such penalty amount (excluding the expense for reimbursement).
7.Either in the event that we receive an order for payment of a violation charge of the illegal parking in accordance with Paragraph 5 or the event that the renter or the driver fails to make such payment to us on or before the due date we have designated, we shall register the renter's or driver's name, date of birth, driver's license number to All Japan Rent-a-car Association or other action we see appropriate.
8.Regarding the case where the renter or driver is required to pay illegal parking-related fines according to Paragraph 1, if the said renter or driver does not meet the demand to agree to our instructions in accordance with Paragraph 2, or sign the Acknowledgement Letter as required by us based on Paragraph 3, we will take measures to charge the penalty for illegal parking (referred to as "illegal parking fine" in next article), defined in Paragraph 5, from the said renter or driver for the illegal parking fine.
9.Notwithstanding the provisions in Paragraph 7, when we receive the fine for illegal parking and the amount of expense stipulated in Paragraph 5.3 in full, we shall not register the renter or the driver to All Japan Rent-a-car Association, or delete the registered data.
10.Regarding the case where the renter or the driver pays us the full amount we have billed in accordance with Paragraph 5, if the renter or the driver pays for said penalty of illegal parking afterwards or is prosecuted and the order of payment of illegal parking fine is cancelled and we receive a refund of illegal parking fine, we shall refund the equivalent amount of illegal parking fines to the renter or the driver (excluding the expense of reimbursement). When we are required to pay the fine for illegal parking based on Paragraph 6, we shall act in the same way.
11.In case of the renter or the driver is reported to All Japan Rent-a-car Association in accordance with Paragraph 7, if the order of the payment for fine of illegal parking is nullified or the total amount we have billed based on Paragraph 5 has been paid, the company shall delete the registered data from All Japan Rent-a-car Association.

Chapter 5 Return of the Rental Car

Article 19 Responsibility for the Return of the Rental Car

1.The renter or the driver shall return to us the rental car at the specified returning place at or before the termination of the rental period.
2.The renter or the driver shall be responsible for all damages done to us when the renter or the driver is in violation of the preceding paragraph.
3.In the event that the renter or the driver fails to return the rental car during the rental period due to a natural disaster or any other force beyond human control, the renter or the driver shall not be liable for the damages arising from such cause. In this case, the renter or the driver shall immediately contact us and follow our instructions.

Article 20 Check of the Rental Car at the Time of Return

1.The renter or the driver shall return the rental car in the same conditions as confirmed at the commencement of rental in the presence of our key operator, except for the ordinary wear and tear of the rental car arising from normal use.
2.The renter or the driver, at the time of return of the rental car, shall confirm that no articles belonging to the renter, driver, or passenger(s) have been left behind in the rental car. We shall bear no responsibility for the storage of such articles after the completion of the return procedure.
3.If the renter has any unsettled amount, he/she shall clear the balance by the time of returning the rental car.
4.In addition to the preceding paragraph, if the fuel (gasoline or diesel fuel) is not fully refueled, the renter shall promptly pay the fuel cost calculated from our fuel calculation table based on mileage.

Article 21 Rental Charge for Rental Period Extension

When the renter or the driver change the rental period in accordance with Article 12.1, the renter or the driver shall pay the cheaper charge of either the rental charge corresponding to the total rental period or the original rental charge plus the charge of the extended period.

Article 22 Returning Location of the Rental Car

1.When the renter or the driver changes the returning place in accordance with Article 12.1, the renter or the driver shall bear the expenses required to return the rental car to the garage due to a change of the returning place.
2.In the event that the renter or the driver return the rental car to any place other than the specified returning place without our consent required by Article 12.1, the renter or the driver shall pay the penalty for changing the returning place as follows:
 Penalty = Expense required for returning the rental car to the garage due to the change of the returning place x 300%.

Article 23 Measures in Case the Rental Car Is Unreturned

1.In the event that the renter or the driver does not return the rental car to the specified returning place after the expiration of the rental period and fails to fulfill our requests for a return, or the whereabouts of the renter or the driver is unknown, leading us to mark that the rental car is unreturned, we shall take all possible legal measures, including, but not limited to, filing a criminal lawsuit against the renter or the driver, and registering the report of unreturned transaction to All Japan Rent-a-car Association.
2.When the preceding article applies, we shall take all necessary measures to locate the said rental car and equipment, including but not limited to, contacting families and relatives and the police of the renter or the driver as well as GPS location system activation.
3.When Paragraph 1 applies, the renter or the driver shall be liable for all the damages done to us as set forth in Article 28 and shall bear all the expenses we have covered for the collection of the rental car and for the search of whereabouts of the renter or the driver.

Chapter 6 Measures in Case of Breakdowns, Accidents, Theft, and Other Causes

Article 24 Measures in Case of Breakdowns

When any abnormality or breakdown is found during the period of use, the renter or the driver shall immediately stop driving and contact us, as well as follow our instructions.

Article 25 Measures in Case of Accidents

1.In case of accidents during the period of use, the renter or the driver shall stop driving, and shall take the measures required by the laws and regulations as well as the following measures regardless of whether the accident is serious or not.
 1.To immediately report to us the circumstances of the accident, and follow our instruction.
 2.In case of repairing the rental car based on the instruction as described above, such repair should be performed by us or at the repair shop designated by us unless we agree otherwise.
 3.To cooperate with us and the insurance company we contract with in doing their research on the accident, and submit the necessary documents without delay.
 4.To obtain our approval in advance of making a settlement or coming to any other agreement with any other party involved concerning the accident.
2.The renter or the driver shall deal with the accident and resolve the matter on his/her own responsibility.
3.We will advise and cooperate in solving the accident for the renter or the driver.

Article 26 Measures in Case of Theft

In the case of theft or other damages during the period of use, the renter or the driver shall take the following measures.
1.To immediately report to the nearest police.
2.To immediately notify us of the situation and follow our instructions.
3.To cooperate with us and the insurance company we contract with in doing their research on theft or other damages, and submit the necessary documents without delay.

Article 27 Termination of the Rental Agreement due to Non-Usability of the Rental Car

1.If the renter or the driver cannot continue using the rental car due to breakdowns, an accident, theft, or any other cause (hereinafter referred to as "non-usability") during the period of use of the rental car, the Rental Agreement shall terminate.
2.In case of Article 27.1, the renter or the driver shall bear the costs for collection and repair of the rental car and others incidental thereto and we shall not return to the renter or the driver the rental charge received except where the non-usability comes under any of the causes stipulated in Articles 27.3 or 27.5.
3.If the rental car has been defective due to any cause existing prior to its delivery to the renter, the new Rental Agreement shall be deemed to have been executed, provided that the renter may be offered to rent the substitute rental car. Further, Article 5.2 shall apply mutatis mutandis concerning the rental conditions of the substitute rental car.
4.Either in the events that the renter chooses not to accept the substitute rental car under Article 27.3 or that we fail to offer to rent the substitute rental car, we shall refund the renter the rental charge received in full.
5.If the non-usability arises from the causes not attributed to either of the renter, the driver, and us, we shall refund the renter the rental charge received deducting a portion of the rental charge which corresponds to the rental period from the start of rental to the termination of rental.
6.Except for the measures set forth in the Article 27, the renter or the driver shall make no other claims to us with respect to the damage or loss arising out of the non-usability of the rental car.

Chapter 7 Indemnity and Compensation

Article 28 Indemnity to a Third Party and the Company

1.If the renter or the driver causes damage to a third party or us during the period of use of the rental car, the renter or the driver shall be liable for indemnifying such damage except for the damages arising out of causes attributed to us.
2.Among the damages to us as described in the Article 28.1, the renter or the driver shall compensate us, as separately provided in the price list, for the damages resulting from non-usability of the rental car due to the accident, theft, and defacement or odor for which the renter or the driver is responsible.

Article 29 Insurance and Compensation

1.If the renter or the driver is liable as stipulated in Article 28.1, insurance payment or compensation shall be paid in accordance with the liability insurance contract which we have concluded concerning the rental car or our compensation system but not exceeding the following limits:
 1.Third Party Liability Coverage: Bodily Injury/Death per Person - Unlimited (Including Automobile Liability Insurance Policy)
 2.Property Damage Liability Coverage: Per Accident - Unlimited (Deductible 50,000 yen) (Excluding the usage at remote island business partners and other franchisers)
 3.Damage Liability Coverage: Per Accident - Current Value (Deductible 50,000 yen, Deductible 100,000 yen for passenger cars bigger than JE, specialties bigger than JB, Mini-vans, wagons, micro-buses of all classes, trucks bigger than TC, and the custom-designed vehicles of all classes)
 4.Personal Injury Protection Coverage: Per Person - Maximum 30 Million yen For some service offices (including agencies), passenger seat coverage may apply.
2.Such insurance payment or compensation as set forth under Article 29.1 shall not cover when the case comes under any of the exemption clauses of the liability insurance or compensation system.
3.Such insurance payment or compensation as set forth under Article 29.1 shall not cover when the renter or the driver breaches any of the provisions stated in the terms and conditions for rental.
4.The renter or the driver shall bear damages for which insurance payment or compensation is not granted, or damages in excess of such insurance payment or compensation as payable under Article 29.1. When the limits of coverage as stipulated under Article 29.1, however, are revised under a special contract, the renter or the driver shall bear damages in excess of such limits of coverage.
5.The renter or the driver shall bear deductibles under the liability insurance or our compensation systems as set forth in the Article 29.1. (We shall bear the damages in case the renter has paid the fee for the collision deductible waiver in advance.)
6.If we have paid the damages to be born by the renter or the driver, the renter or the driver shall immediately repay such an amount to us.
7.The insurance amount for bodily injure insurance contract stated in the Article 29.1 and subscription rate for the compensatory system are included in the rental charges.

Chapter 8 Termination of the Rental Agreement and Early Termination

Article 30 Cancellation of Lease Agreement

When the renter or the driver violates this terms and conditions during the period of use or applies to either Sub-Article 10.1 or 10.2, we are entitled to cancel the contract without any form of notification and request the return of the vehicle, In such case, we will not refund the fee to the renter.

Article 31 Early Termination

1.The renter may cancel the Rental Agreement upon acquiring the approval from us and paying the early termination charge, In such case, we will refund the balance for the remaining period to the renter.
2.The renter shall pay us the following early termination fee to us for the early termination stipulated in the Article 31.1 above.
 Early termination charge = {(Basic rental charge for the corresponding rental period (basic rental charge for the period between the rental starting date to the returning date)} *50%. *The consumption tax (including local consumption taxes) does not apply to the termination fee.

Chapter 9 Personal Information

Article 32 Purposes for Use of Personal Information

1.The followings are the purposes of obtaining and use of personal information of the renter or the driver.
 1.To perform the legally required particulars, including but not limited to, preparing the rental certificate at the time of entering the Rental Agreement, as an authorized operator of the car rental business.
 2.To introduce our rental cars, used cars, all the other products and services, events, and campaign initiations and such by mails, phone calls, and email to the renter or the driver.
 3.To verify and screen the identification and the eligibility of the renter or the driver upon signing the Rental Agreement.
 4.To conduct a survey to the renter or the driver in order to develop new products and projects accordingly and to study ways to enhance customer satisfaction.
 5.To generate the data base by statistically aggregating and analyzing personal information to a format in which individuals can neither be identified nor specified.
2.When we try to obtain such information on the renter or the driver for the purposes not stated in any of the clauses of the Article 32.1, the Company shall advise the renter or the driver of specific purposes in advance.

Article 33 Consent by the Renter or the Driver to the Registration and Use of the Personal Information

The renter or the driver shall agree that the full name, the date of birth, the driver's license number, and other personal information of the renter or the driver may be accessed at All-Japan Rent-A-Car Association for the duration not exceeding seven years and agree to the use of aforementioned information by the All-Japan Rent-A-Car Association and Regional Rent-a-Car Associations as well as rental car businesses of its members for a screening prior to entering the Rental Agreement in any of the following cases: (1) When we are fined for illegal parking based on the Article 51 Chapter 4 Item 1 of the Road Traffic Law (2) When the renter or the driver has failed to make a full payment to us regarding illegal parking-related fines defined in the Article 18.5.(3) When the rental car is not returned as stipulated in the Article 23.1.

Chapter 10 Miscellaneous Provisions

Article 34 Countervailing

In the event that we are under monetary obligation to the renter or the driver under this terms and conditions, we may countervail such monetary obligation against the debts to which the renter or the driver is liable to us at our convenience.

Article 35 Consumption Tax

The renter or the driver shall pay us the consumption tax, including the local consumption tax, imposed on the rental transaction under the terms and conditions.

Article 36 Arrears

The renter, the driver, or we shall pay a late fee (annual rate of 14.6 %) to the other party when either party has failed to fulfill monetary liabilities based on this terms and conditions.

Article 37 Rental Agency

This terms and conditions shall also apply to the cases when we provide a car rental service via other businesses to the renter or the driver as the owner of the rental car.

Article 38 Priority of the Japanese Version

If any discrepancy of the terms and conditions between the Japanese version and the translated versions in other languages, the Japanese version shall prevail.

Article 39 Bylaws

1.We may define the bylaws of this terms and conditions separately. Those bylaws shall have an equal validity as the terms and conditions.
2.In case we create or change bylaws separately, we shall announce them at our sales stores and on the brochures published by us, our price list, and our website.

Article 40 Agreement on Competent Court

Should disputes arise with regard to the rights and obligations on the terms and conditions, the competent court shall be the Summary Court having territorial jurisdiction over the main office, branch office or any business office of the Company, regardless of the sued damages in controversy.

Additional Clause

This terms and conditions shall be effective on June 1st, 2012.

汽車租賃租車條款

第1章　總則

第1條(條款的適用)
1.本公司依據本條款的規定,將出租汽車(以下稱為「租賃汽車」)出租給承租人,承租人租借之。另外,對於條款中未規定的事項,應根據法令或者一般慣例來處理。
2.本公司在不違反條款的宗旨、法令、行政通告及一般慣例的前提下,可能會接受特約。特約的情況下,其特約優先於條款。

第2章　預約

第2條(預約的申請)
1.承租人要租用租賃汽車時,應首先同意條款及本公司規定的費用表等,然後按照本公司規定的方法,事先註明車型等級、租用開始日期時間、租用地點、租用期、返還地點、駕駛人、是否需要兒童座椅等其他隨車配件以及其它租用條件(以下稱作"租用條件"。),後方可申請預約。
2.當承租人申請了預約時,本公司原則上應在本公司保有的租賃汽車的範圍內滿足預約。這種情況下,除本公司特別許可的情況以外,承租人應支付本公司規定的預約申請金。
第3條(預約的變更)
承租人要變更前條第1項的租用條件時,需事先獲得本公司的同意。
第4條(預約的取消等)
1.承租人以及本公司,可以按照本公司規定的方法取消預約。
2.若承租人,因承租人的原因,在超過預約的租用開始時刻1小時以上後仍未辦理租車契約書的簽訂手續(以以下稱為「租車契約書」。),則視為取消預約。
3.前述第2項的情況下,承租人應立即向本公司支付本公司規定的預約取消手續費,本公司在收到該預約取消手續費後,應將已收取的預約申請金歸還給承租人。
4.若因為本公司的原因而導致預約被取消,或者導致未能簽訂租車契約書,則本公司應歸還已收取的預約申請金,並且支付本公司規定的違約金。
5.若因為事故、被盜、未歸還、召回、天災及其它非承租人或本公司的責任的事由而導致未能簽訂租車契約書,則預約被取消。這種情況下,本公司應將已收取的預約申請金歸還給承租人。
6.通過網上預約時,若由本公司發送的預約確認電子郵件無法發送至承租人所記載的電子郵件地址以及無法與承租人取得電話聯繫時,本公司則有可能判斷該預約不成立。
第5條(替代租賃汽車)
1.若本公司無法提供承租人預約的車型等級、隨車配件、吸菸車、禁菸車、以及其他規格等條件(以下稱作「條件」)的租賃汽車,則可以向承租人提議租借與預約不同條件的租賃汽車(以下稱作"替代租賃汽車"。)。
2.若承租人同意前項的提議,本公司應按照與預約時相同的租用條件,除無法滿足的條件以外,來提供與預約時相同條件的替代租賃汽車。另外,若替代租賃汽車的的租車費用高於預約時的車種等級的租車費用,以預約時的車種等級的租車費用為準。若費用低於預約時的車種等級的租車費用時,則以該替代租賃汽車的租車費用為準。
3.承租人可以拒絕租用第1項的替代租賃汽車的提議,取消預約。
4.前項的情況下,若第1項無法提供租賃汽車的原因屬本公司的責任事由而引起的,則依據第4條第4項的規定,則本公司應歸還已收取的預約申請金,並且支付本公司規定的違約金。
5.第3項的情況下,若第1項無法提供租賃汽車的原因不屬於本公司的責任事由而引起的,則依據第4條第5項的規定,則取消預約,本公司應將已收取的預約申請金歸還給承租人。
第6條(免責)
關於預約被取消或者未能簽訂租車契約書的事宜,除第4條及第5條規定的情況以外,本公司及承租人相互之間不得向對方索取任何費用。
第7條(預約業務的代理)
1.承租人可以向代理本公司辦理預約業務的旅遊代理商、合作公司等(以下稱作"代理業者"。)申請預約。
2.向代理業者進行了前項申請的承租人,只能向該代理業者申請進行預約的變更或者取消。關於預約的變更,必須通過該代理業者取得本公司的同意。

第3章　租車契約書

第8條(租車契約書的簽訂)
1.承租人應明確說明第2條第1項所規定的租用條件,本公司應根據條款、費用表等明確說明租車條件,雙方簽訂租車契約書。但如果沒有可以出租的租賃汽車或承租人或者駕駛人屬於第9條第1項或者第2項各條的情況之一者時除外。
2.簽訂了租車契約書之後,承租人應向本公司支付第11條第1項規定的租車費用。另外,若承租人使用折扣券、代理業者發行的優惠券等,則在簽訂租車契約書時必須向本公司出示或者提交這些優惠券。
3.本公司將監督官廳的基本通告(注1),在租車登記簿(租車原始發票)及第14條第1項規定的租車證上,登記駕駛人的姓名、住址、駕駛執照的種類及駕駛證(注2)的編號,或者添附駕駛人的駕駛證複印件,因此在簽訂租車契約書時,將要求承租人出示承租人指定的駕駛人(以下稱作"駕駛人"。)的駕駛證,並且提交其複印件。這種情況下,若承租人自己是駕駛人,則應向本公司出示自己的駕駛證 若承租人和駕駛人不同,則應出示駕駛人的駕駛證,並且提交其複印件。☒注1　所謂監督官廳的基本通告是指,國土交通省自動車交通局長通知「關於租賃汽車的基本通知」(自旅第138號 1995年6月13日)的2(10)以及(11)。☒注2　所謂的駕駛證是指道路交通法第92條所規定的駕駛證中,道路交通法施行規則第19條附加樣式第14式的駕駛證以及道路交通法107條第2款所規定的國際駕駛證或外國駕駛證。
4.本公司在簽訂租車契約書時,有可能要求承租人及駕駛人提交除駕駛證之外的其它能夠證明其本人身份的證件類,並且對所提交的證件類進行複印。而承租人及駕駛者必須遵守。
5.本公司在簽訂租車契約書時,將要求告知承租人及駕駛人的聯絡用手機號碼等。而承租人及駕駛者必須遵守。
6.本公司在簽訂租車契約書時,有可能要求承租人通過信用卡或者現金進行支付,或者指定其它的支付方式。
第9條(拒絕簽訂租車契約書)
1.承租人或者駕駛人屬於以下各項的情況之一時,視為無法簽訂租車契約書。
1.不出示駕駛租用的租賃汽車所必需的駕駛證時。
2.被認定為帶有酒氣者時。
3.被認定呈現服用大麻、興奮劑、信納水等中毒症狀者時。
4.同乘者中有6歲以下兒童,而未配備兒童座椅。
5.被認定為是隸屬黑社會,暴力團體或其他反社會組織或是有連帶關係者時。
2.承租人或者駕駛人屬於以下各項的情況之一時,本公司可以拒絕簽訂租車契約書,並取消預約。
1.預約時確定的駕駛人和簽訂租車契約書時的駕駛人不同時。
2.在過去租車過程中有拖欠本公司的租車費用及其它債務的事實時。
3.在過去租車過程中發生過第17條各項列舉的行為時。
4.在過去租車(包括通過其它租賃汽車事業者的租車)過程中,發生過第18條第6項或者第23條第1項各項列舉的行為時。
5.在過去的租車過程中發生因違反租車條款或保險條款而構成汽車保險不適用之事實時。
6.未滿足本公司規定的其它條件時。
7.其他被本公司判定為不適合租出車輛之情況時。
3.前述第2項的情況下,若與承租人之間的預約已成立,則作為已取消預約的情況來處理,並且承租人應立即向本公司支付本公司規定的預約取消手續費。另外,本公司收到承租人支付的預約取消手續費後,應將已收取的預約申請金歸還給承租人。
第10條(租車契約書的成立等)
1.租車契約書自承租人向本公司支付了租車費用,並且本公司向承租人交接了租賃汽車之後即成立。這種情況下,已收取的預約申請金應充當租車費用的一部分。
2.前項所述的交接,應在第2條第1項的租用開始日期時間,在該項明確說明的租用地點進行。
第11條(租車費用)
1.所謂租車費用,是指以下費用的合計金額,本公司應將各項的金額或者計算依據明確地列在費用表中。
1.基本費用
2.免責保險費
3.特殊裝備費(車輛附隨品類)
4.異地還車費
5.燃料費或充電費
6.車輛調度領取費用
7.其它費用
2.基本費用依據租賃汽車租車時本公司向地方運輸局運輸支局長(兵庫縣為神戶運輸監理部兵庫陸路運輸部長,沖繩縣為沖繩綜合事務局陸路運輸事務所長。以下第14條第1項的情況相同。)申請實施的費用。
3.若依據第2條進行了預約之後,本公司對租車費用進行了修訂,則根據預約時的費用和租車時的費用,以其中較低的租車費用為準。
第12條(租用條件的變更)
1.若承租人在簽訂了租車契約書之後想要變更第8條第1項的租用條件,則必須事先獲得本公司的同意。
2.若前項所述的租用條件的變更可能影響到本公司的租車業務,則本公司有可能不同意其變更。
第13條(檢查整備及確認)
1.本公司應根據道路運輸車輛法第48條(定期檢查整備)的規定進行檢查,並且進行必要的整備之後,再交付租賃汽車。
2.本公司,在交接租賃汽車時,應根據道路運輸車輛法第47條之2(日常檢查整備)的規定進行檢查後,再交付租賃汽車。
3.承租人或者駕駛人,應確認前2項所述的檢查整備是否已實施、以及基於本公司規定的檢查表所進行的車體外觀及備品檢查中租賃汽車是否有整備不良的情況、以及租賃汽車是否滿足其它租用條件。
4.若在前項所述的確認中發現租賃汽車有整備不良的情況,則本公司應立即實施必要的整備等。
5.兒童座椅應由承租人或者駕駛人負責適當地安裝,本公司對兒童座椅的安裝不負有任何責任。
第14條(租車證的交付、攜帶等)
1.本公司在進行租賃汽車的交接時,將向承租人或者駕駛人交付記載有地方運輸局運輸支局長所規定的事項的規定租車證。
2.承租人或者駕駛人在接受租賃汽車的交接之後直到歸還本公司的期間(以下稱作"使用中"。),必須攜帶前項所述的接受交付的租車證。
3.若承租人或者駕駛人丟失了租車證,則應立即將其意思通知本公司。
4.承租人或者駕駛人在歸還租賃汽車時,應同時將租車證歸還給本公司。

第4章　使用

第15條(管理責任)
承租人或者駕駛人在接受租賃汽車的交接之後直到歸還本公司的期間(以下稱作"使用中"。)應以善良管理者的注意義務來使用租賃汽車和進行保管。
第16條(日常檢查整備)
承租人或者駕駛人在使用中應針對租賃汽車,在每天使用之前,按照道路運輸車輛法第47條之2(日常檢查準備)的規定進行檢查,進行必要的整備。
第17條(禁止行為)
承租人或者駕駛人在使用中不得進行下列行為。
1.未經本公司的同意及基於道路運輸法的許可等就將租賃汽車用於汽車運輸事業或者類似於此的目的的行為。
2.將租賃汽車用於規定用途以外的用途,或者讓第8條第3項的租車證中記載的駕駛人及本公司同意的人員以外的人員駕駛的行為。
3.將租賃汽車轉租或者其它擔保用等可能侵害本公司權利的一切行為。
4.偽造或者更改租賃汽車的汽車牌照或者車輛牌照,以及改造或者改裝或者租賃汽車等,變更其原狀的行為。
5.未經本公司的同意就將租賃汽車用於各種測試或者比賽,或者用於其它車輛的牽引或者推頂的行為。
6.違反法令或者公序良俗來使用租賃汽車的行為。
7.未經本公司的同意就將租賃汽車加入損害保險的行為。
8.未經本公司的同意擅自拆除租賃汽車裝備的導航系統,影音設備以及其他隨車裝備,以及將其帶離租賃汽車。或者將車載工具、車載零件於該租賃汽車以外的地方使用的行為。
9.未經本公司的同意,讓寵物同乘,或在車內時讓寵物離開寵物箱。
10.將租賃汽車帶出日本國外的行為。
11.其它違反第8條第1項租用條件的行為。
第18條(違章停車時的處置等)
1.承租人或者駕駛人在使用中違反了道路交通法的規定,將租賃汽車違章停車時,應及時地親自出面去管轄該違章停車區域的警察署,交納違章停車的罰款等,並且應負擔違章停車相關的租賃汽車移動、保管、牽引等各項費用。
2.若本公司收到了警察發來的有關租賃汽車的違章停車的通知,則應立即通知承租人或者駕駛人,及時地讓其移動租賃汽車,並且在租賃汽車的租用期限結束之前或者本公司指示的期限之前,指示其出面去管轄該違章停車區域的警察署,接受違章處罰,承租人或者駕駛人應予以配合。另外,若本公司的租賃汽車被警察移動了,則根據本公司的判斷,有可能親自從警察那裡領取租賃汽車。
3.本公司進行了前項所述的指示之後,根據本公司的判斷,有可能通過交通違章通知單或者罰款單、收據等來確認違章處罰情況。若承租人或者駕駛人未接受違章處理,則承租人或者駕駛人應立即向本公司支付本公司規定的違章停車違約金。另外,若本公司認為有必要,有可能要求承租人或者駕駛人,在本公司規定的文件(以下稱作「自認書」。)上自筆簽名,自認違章停車的事實及出面去警察署等接受作為違章者在法律上的處置,並且在違章處理結束之前,進行前項所述的指示,承租人或者駕駛人應予以配合。
4.本公司在認為有必要時,可以通過向警察提交自認書及租車證等包含個人資訊的資料等,針對承租人或者駕駛人有關違章停車的責任追究,提供必要的合作,並且可以向公安委員會提交道路交通法第51條之4第6項規定的情況說明書及自認書以及租車證等資料,採取報告事實關係等必要措施,承租人或者駕駛人應予以配合。
5.若本公司收到道路交通法第51條之4第4項規定的違章停車罰款交納命令,並且交納了違章停車罰款,或者負擔了承租人或者駕駛人的查詢及租賃汽車的移動、保管、領取等所花費的費用等,承租人或者駕駛人則承租人或者駕駛人應負責向本公司賠償下列所列舉的費用(以下稱為「違章停車罰款相關費用」)並且應在本公司指定的期限之前,向本公司支付這些金額。 (1)違章停車罰款相當額　(2)本公司所規定違章停車違約金　(3)查詢費用以及車輛的移動、保管、領取等所花費的費用
6.若承租人或者駕駛人向本公司支付了第3項規定的違章停車違約金之後,承租人或者駕駛人支付罰款後,想本公司除了蓋有領收印的交納書・收據等,或本公司接受了違章停車罰款的退還,本公司應將已收到的違章停車違約金(扣除退款所需的費用)歸還給承租人或者駕駛人。
7.若本公司收到了第5項所述的違章停車罰款交納命令,或者承租人或者駕駛人未在本公司指定的期限之前支付第5項所述的請求額(賠償責任金額)的全額,則本公司可以採取相應的措施,向社團法人全國租賃汽車協會系統(以下稱為「全國租車協會」。)呈報登記承租人或者駕駛人的姓名、住址、駕駛證編號等。
8.根據第1項的規定承租人或者駕駛人需要支付違章停車的罰款時,該承租人或者駕駛人,不服從因違反第2項規定時所採取的本公司的指示或根據第3項所規定的在自認書上簽名等要求時,本公司可以向承租人或者駕駛人要求本公司所規定的違章停車違約金(以下項目稱為「違章停車違約金」。)作為充當第5項規定的違章停車罰款以及違章停車違約金。
9.無關第7項的規定,若本公司從承租人或者駕駛人接受了違章停車罰款以及第5項第3號規定的費用的全部金額時,本公司可以不採取第7項規定的向全國租車協會呈報進行登記等措施,或向全租賃協系統要求刪除已經登記的資料。
10.承租人或駕駛人因第5項所規定內容向本公司支付全部金額後,承租人或駕駛人之後繳納該違章停車罰款,或因提起公訴而被取消罰款,而本公司接受了違章停車罰款的退還時,本公司應從已向本公司支付的罰款費用中,將違章停車罰款相當金額(扣除歸還所需的費用)的費用歸還給承租人或駕駛人。因第8項所規定內容本公司接受到違章停車罰款時採取同樣的措施。
11.根據第7項規定,向全國租車協會呈報登記時,因支付罰款等事由而被取消違章停車罰款命令時,或根據第5項的規定向本公司支付本公司請求的全部金額時,本公司將取消向全國租車協會上報的資訊。

第5章　歸還

第19條(歸還責任)
1.承租人或者駕駛人在租用期屆滿之前,應在規定的歸還地點將租賃汽車歸還給本公司。
2.承租人或駕駛人需賠償因違反前項而給本公司造成的一切損失。/li>
3.承租人或駕駛人因天災或其它不可抗力原因,無法在租賃期間內歸還租車而給本公司造成損害時,不追究其責任。若遇此情況,請立刻与本公司聯繫,並遵照本公司的指示進行處理。
第20條(歸還時的確認等)
1.承租人或駕駛人,需在本公司在場的情況下歸還租車以及備品。除正常使用所造成的摩損外,將依照提交時的確認票車況移交。
2.承租人或駕駛人在歸還租車時,請先確認車內沒有承租人或駕駛人或同乘者遺留物後再歸還。車輛歸還後,本公司一概不負責遺留物的保管。
3.承租人或駕駛人有還未支付的費用時,請在歸還租賃汽車時清算。
4.除前項以外,若歸還租賃汽車時沒有補充(未加滿)汽油・輕油等燃料,則承租人或者駕駛人應立即將根據使用中的走行距離,按照本公司規定的換算表而計算出的燃料費支付給本公司。
第21條(租賃期間變更時的租賃費用)
若承租人或者駕駛人根據第12條第1項延長了租用期,變更後的租用期所需的租用費用或變更前的租用費用和超過費用的合計金額,則支付金額較低的費用。
第22條(歸還場所等)
1.承租人或駕駛人,根據第12條第1項中所規定變更歸還場所時,根據歸還場所的位置,需負擔相應的回送費用。
2.承租人或駕駛人,根據第12條第1項所訂未徵得本公司同意的情況下將車輛歸還至預訂歸還場所以外的場所時,承租人需向本公司支付以下的歸還場所變更違約金。☒歸還場所變更違約金＝因變更歸還場所需回送費用×300%。
第23條(未歸還時的處置)
1.若承租人或者駕駛人在租用期屆滿後仍未將租賃汽車及備品歸還到規定的歸還地點,並且沒有回應本公司的歸還請求等,又或者以所在地不明為理由不歸還車輛時,本公司將採取刑事上的法律措施,並且將以未歸還被害報告的方式,登錄到社團法人全國租賃汽車協會規定的系統。
2.若符合前項所述的情況,為了確認租賃汽車及備品的所在,本公司將採取必要的措施,包括向承租人或者駕駛人的家屬、親屬、工作單位等的相關人員進行了解調查、以及啟動車輛位置資訊系統等。
3.若符合第1項所述的情況,則承租人或者駕駛人應根據第28條的規定,除了負責賠償由此而給本公司造成的損害,還需要承擔租賃汽車以及隨車配件的回收、以及承租人或者駕駛人的查詢所花費的費用。

第6章　故障、事故、盜難時の措置

第24條(發現故障時的處置)
若承租人或者駕駛人在使用中發現了租賃汽車的異常或者故障,則應立即中止駕駛,並且通知本公司,然後根據本公司的指示來進行操作。
第25條(發生事故時的處置)
1.若使用中發生了租賃汽車相關的事故,則承租人或者駕駛人應立即中止駕駛,並且無論事故的大小,均應採取法令上規定的處置方法,採取如下所述的措施。
1.立即將事故的狀況等報告給本公司,並且根據本公司的指示來進行操作。
2.若根據前號的指示要進行租賃汽車的修理,本公司認可的情況時除外,則應在本公司或者本公司指定的工廠進行。
3.應協助本公司及與本公司簽約的保險公司就事故情況進行調查,並且及時提交本公司要求的證件類等。
4.若要與對方就事故進行協商或簽訂協議等,則應事先徵得本公司的同意。
2.承租人或者駕駛人除了應採取前項所述的措施之外,還應自行負責進行事故的處理及解決。
3.本公司應針對事故的處理向承租人或者駕駛人提供建議,並且協助其解決。
第26條(發生被盜時的處置)
若承租人或者駕駛人在使用中發生了租賃汽車的被盜,並且遭受了其它損害,則應採取如下所述的措施。
1.應立即向最近的警察通報。
2.應立即將受害情況等報告給本公司,並且按照本公司的指示進行操作。
3.應協助本公司及與本公司簽約的保險公司就被盜及其它損害情況進行調查,並且及時提交本公司要求的證件類等。
第27條(因無法使用而導致租車契約書中止)
1.租賃過程中,因故障,事故,盜難或其它原因(以下稱「故障等」)導致租車呈無法使用的狀態時,租賃合約終止。
2.承租人或者駕駛人,在前項所述情況發生時,已支付的租賃費用將充當租車的收取及修理費用,不予退還。但故障等因第3項或第5項所述原因時除外。
3.故障等原因若存在於提車之前,則視為重新締結租用合約,承租人可接受本公司提供替代租賃汽車,另外,關於替代租賃汽車的條件以第5條第2項為准。
4.若承租人不同意使用前項所述替代租賃汽車時,本公司將退還已收租賃費用。若是本公司無法提供替代租賃汽車時,也以同法處理。
5.故障等的發生原因不能歸究於承租人、駕駛人及本公司任何一方的責任,則本公司應從已收取的租車費用扣除從租車到租車契約書中止的期間所對應的租車費用將其餘額退還給承租人。
6.對於因為無法使用租賃汽車而造成的損害,承租人及駕駛人除了本條規定的處置之外,不能對本公司提出除本條規定之外的任何要求。

第7章　賠償及補償

第29條(保險及賠償)
1.當承租人或駕駛人負有第28條第1項的責任時,本公司根據其加入的損害保險及本公司所規定的補償制度,在以下範圍內支付保險金或補償金。
1.對人補償 每1名限度額 無上限(含汽車損害賠償責任保險的金額。)
2.對物補償 每1事故限度額 無上限(免責額5萬日元)☒(但,使用離島等合作業務代理店,其他連鎖店時除外)
3.車輛補償 每1事故限度額 車輛市價額(免責額5萬日元。但是,ＪＥ以上的汽車、ＪＢ以上特殊車輛、ＷＡ以上的小卡車・小貨車、迷你巴士全等級、ＴＣ以上的卡車、特裝車全等級為10萬日元)
4.人身傷害補償 每1名限度額 3,000萬日圓☒但,關於一部分的營業所(包括業務代理店),也有可以對應同乘者傷害補償的情況。
2.若屬於保險條款或本公司規定的補償制度的免責事由,則不支付第1項規定的保險金或補償金。
3.承租人或駕駛人違反租賃合約的情況時,則不支付第1項規定的保險金或補償金。
4.若產生不屬於保險金或補償金的損害或超過第1項所規定的補償限度額的損害時,則由承租人或駕駛人全額負擔。但,因特約更改第1項的限度額時,承租人或駕駛人則需要負擔超過特約所規定的限度額的損害費用。
5.關於第1項所規定的損害保險或本公司所規定的補償制度的免責額應由承租人或者駕駛人負擔。(若承租人事先向本公司支付了免責補償手續費時,則本公司應負擔該免責額)。
6.若本公司支付了應由承租人或者駕駛人負擔的損害金,則承租人或者駕駛人應立即向本公司付還本公司的支付額。
7.第1項所規定的損害保險契約的保險金相當額以及本公司所規定的補償制度加入手續費相當額包含在租車費用中。

第8章　租車契約書的解除、中途解約

第30條(租車契約書的解除)
若承租人或者駕駛人在使用中違反了條款,或者符合第9條第1項各項或者第2項各項的任何一種情況,則本公司無需任何的通知、催告即可解除租車契約書,並且要求立即歸還租賃汽車。這種情況下,本公司不需向承租人歸還已收取的租車費用。
第31條(中途解約)
1.承租人在租賃期間,在獲得本公司的同意并支付以下項目規定的解約金的情況下,可以中途解約。這種情況下,本公司將從已收取的租用費用中扣除從租賃到歸還期間為至的相應費用后,向承租人退還剩餘租賃費用。
2.承租人基於前項所述解除租賃合約時,需向本公司支付以下所示中途解約手續費。☒中途解約金={(租賃合約期間的基本費用? {{從租賃到歸還期間的基本費用)×50% ※中途解約手續費則不需承擔消費稅(包括地方消費稅)。

第9章　個人資訊

第32條(個人資訊的利用目的)
1.本公司所取得的承租人或駕駛人的個人資訊,將用於以下目的。
1.根據道路運輸法第80條第1項獲得租賃汽車的營業許可的事業者,簽訂租車合約時製作租車證件等,爲了履行租車事業營業者的義務。
2.為了向承租人或駕駛人介紹出租車輛、二手車輛和本公司的其他商品以及提供相關服務和將各種活動的資訊,宣傳廣告相關的宣傳印刷品以寄送、電話、電子郵件等發送的方式,通知承租人或駕駛人。
3.簽訂租車合約時,為了對承租人或駕駛人進行本人確認和審查。
4.爲了進一步開發本公司的商品以及服務的企劃,或提高顧客滿意度,向承租人或駕駛人進行問卷調查。
5.用統計學的方法對個人資訊進行整理、分析、製作無法識別個人身份的統計數據。
2.當以第1項沒有規定的目的使用承租人或駕駛人的個人資訊時,本公司將事先明示利用目的。

第33條(個人資訊登錄及使用的同意)
承租人及駕駛人同意本公司,屬於以下各項的情況之一時,承租人或駕駛人的姓名、出生日期、駕駛證編號等个人資訊,以不超過7年的期限登錄到社團法人全國租賃汽車協會,並且同意讓一般社團法人全國租賃汽車協會及加盟各地區的租賃汽車協會及其會員事業者在簽訂租車合約時審查使用該資訊。
(1)本公司收到根據道路交通法第51條第4項第1項規定發出的違章停車罰款通知時
(2)未全額支付本公司第18條第5項所規定的違章停車相關費用時
(3)符合第23條第1項規定所述不歸還車輛情況時

第10章　雜則

第34條(抵銷)
若本公司對基於條款的承租人或者駕駛人有金錢債務,則隨時可以與承租人或者駕駛人對本公司的金錢債務相抵。
第35條(消費稅)
承租人或者駕駛人,應向本公司支付基於條款的交易所徵收的消費稅(包括地方消費稅。)
第36條(延遲損害金)
若承租人或者駕駛人及本公司,怠於履行基於條款的金錢債務,則應按照年利率14.6%的比例,向對方支付延遲損害金。
第37條(代理租賃)
該條款,對於承租人或者駕駛人,本公司作為租賃汽車的持有者,在委託其他營業者代理租賃汽車時也同樣適用。
第38條(日文條款的優先適用)
本公司有制定外文條款時,若日文條款與外文條款在用語或者文字上有衝突,則應以日文條款為準,優先適用日文條款。
第39條(細則)
1.本公司可以另行制定條款的細則,並且該細則與條款具有同等的效力。
2.若本公司另行制定了細則,則應張貼在本公司的營業店舖,並且在本公司發行的宣傳冊、費用表以及網站等記載其內容。變更了其內容時也同樣。
第40條(協議管轄法院)
若對基於條款的權利及義務發生了糾紛,則應以本公司的總店的所在地管轄的地方法院或者簡易法院為第一審的協議管轄法院。

附則
本條款自2012年6月1日起施行。