



Rental Terms and Conditions for rental vehicles of McRent

Established on August 1, 2019

Chapter 1: General provisions

Article 1: Application of Terms and Conditions

1. The Rental Company shall rent out a camping vehicle (hereinafter referred to as "rental vehicle") to the hirer pursuant to the provisions of the Terms and Conditions and the hirer hires the rental vehicle.
Matters that are not stipulated in the Terms and Conditions shall be handled in accordance with laws or ordinary customs.
2. The Rental Company may respond to special agreement to the extent that it does not contravene the purpose, regulations, administrative instructions and general practices of the Terms and Conditions. In the case of special agreement, the special agreement shall take precedence over the Terms and Conditions.

Chapter 2: Reservation

Article 2: Application for reservation, payment for remaining balance, deposit

1. When hiring a rental vehicle, the hirer agrees to the Terms and Conditions and separately stipulated rental fee and he may make an application for reservation by specifying the vehicle class, starting date and time, place of rental, rental period, place of return, drivers, necessary accessory such as child seats etc. and other rental conditions (hereinafter referred to as "rental conditions") in advance by a separately stipulated method. The Rental Company responds to tentative reservations (reservations, which are not yet confirmed) made over the reservation website of McRent Japan (hereinafter referred to as "McRent") or by telephone and the Rental Company will not bear any responsibility even if there is actual difference between the content of the tentative reservation.
2. If the Rental Company receives an application for tentative reservation from the hirer, in principle, it will respond to the tentative reservation within the range of the rental vehicles available.
3. Except cases especially acknowledged by the Rental Company, for reservations up to 40 days prior to the takeover (Pick Up) of the rental vehicle, the hirer shall pay the total rental fee within five days by a credit card accepted by the Rental Company or by bank transfer in order to confirm the reservation. The Rental Company does not accept payments in cash or money sent by registered mail.
4. In the case of the preceding Paragraph 3, the hirer shall pay the remaining rental fee until ten days prior to the takeover of the rental vehicle by a credit card accepted by the Rental Company or by bank transfer. The Rental Company does not accept cash payment or money sent by registered mail.
5. Except cases especially acknowledged by the Rental Company, for reservations made less than 40 days prior to the takeover of the rental vehicle, the hirer shall pay the full rental fee within five days by a credit card accepted by the Rental Company or by bank transfer in order to confirm reservation. The Rental Company does not accept cash payment or money sent by registered mail.
6. After reservation over the reservation website of McRent or by telephone, the reservation will be tentative and as long as the payment of the full rental fee is not confirmed, the Rental Company cannot guarantee fixed reservation. In the case that the payment of the full rental fee cannot be confirmed within five days after application for reservation, the tentative reservation will be cancelled.

Article 3: Change of reservation

If the hirer intends to change the rental conditions pursuant to Paragraph 1 of the previous Article, he needs to obtain the prior consent of the Rental Company.

Article 4: Cancellation of reservation

1. The hirer may cancel the reservation by a separately stipulated method.
2. If due to his own circumstances the hirer without notification does not initiate the process of concluding the contract about the rental of a vehicle (hereinafter referred to as "rental contract") within one hour after the reserved rental period started, the reservation shall be cancelled.
3. In the case of Paragraph 2, the hirer shall pay a separately stipulated cancellation fee to the Rental Company and upon payment of this cancellation fee, the Rental Company shall return the received reservation deposit to the hirer.
4. The cancellation fee is as follows, counted from the day of planned takeover.

0 days in advance (starting day):	100%
1 day in advance	80%
3 days in advance	50%
7 days in advance	10%

❖ Cancellations after 18:00 will be handled at the following day.
5. If the reservation was cancelled due to circumstances of the Rental Company or if the rental contract was not concluded, the Rental Company shall return the received reservation deposit and additionally pay a separately stipulated penalty.
6. If the rental contract was not concluded due to reasons not attributable to the hirer or the Rental Company, such as accident, theft, non-return, recall or natural disaster, the reservation shall be cancelled. In this event the Rental Company shall return the received reservation deposit.

Article 5: Alternative rental vehicle

1. If the Rental Company is not able to rent out a vehicle of the class reserved by the hirer, it may propose to rent out a rental vehicle of a different class (hereinafter referred to as "alternative rental vehicle").
2. If the hirer agrees on the proposal pursuant to the previous Paragraph, the Rental Company shall rent out an alternative rental vehicle under the conditions equal to the conditions at the time of reservation, besides the vehicle class. However, if the rental fee for the alternative rental vehicle is higher than the rental fee for the

reserved vehicle class, the rental fee will be based on the reserved vehicle class. If the rental fee is lower than the rental fee for the reserved class, the rental fee will be based on the rental fee for the vehicle class of the alternative car.

3. If the hirer rejects the proposal of an alternative rental vehicle pursuant to Paragraph 1, he may cancel the reservation.
4. If in the case prescribed in the previous Paragraph, the reason why the rental vehicle cannot be rented out pursuant to Paragraph 1 is attributable to the Rental Company, the cancellation of the reservation is handled as stipulated in Article 4, Paragraph 4 and the Rental Company shall return the received reservation deposit and additionally pay a separately stipulated penalty.
5. If in the case pursuant to Paragraph 3, the reason why the rental vehicle cannot be rented out pursuant to Paragraph 1 is not attributable to the Rental Company, the cancellation of the reservation is handled as stipulated in Article 4, Paragraph 5 and the Rental Company shall return the received reservation deposit.

Article 6: Exemption from responsibility

Except the case stipulated in Article 4, Paragraph 5, neither the Rental Company nor the hirer shall make any claims with respect to the fact, that the reservation was cancelled or the rental contract was not concluded.

Article 7: Agent for reservation business

1. The hirer may apply for reservation at a travel agency or a partner company (hereinafter referred to as "agent"), which handles the reservation business on behalf of the Rental Company.
2. A hirer, who applied for reservation at an agent, may apply for change or cancellation of the reservation only to that agent.

Chapter 3: Renting

Article 8: Conclusion of a rental contract

1. A rental contract shall be concluded, after the hirer clearly stated the renting conditions as stipulated in Article 2, Paragraph 1 and the Rental Company clearly stated the rental conditions based on the Terms and Conditions, the rental fee etc. However, excluded are the case that there is no rental vehicle available for hiring or cases, in which Article 9, Paragraph 1 or Paragraph 2 apply to either the hirer or the driver.
2. If a rental contract was concluded, the hirer shall pay the rental fee stipulated in Article 11, Paragraph 1.
3. Based on the basic directive of the regulatory agency (note 1), in order to register name, address, type of driver's license and number of driver's license (note 2) of the driver in the rental document as well as in the rental certificate as stipulated in Article 14, Paragraph 1 or in order to attach a copy of the driver's license of the driver, the Rental Company requests that the hirer shall present the driver's license of the designated driver (hereinafter referred to as "driver") or hand over a copy thereof. In this case, the hirer shall present his own driver's license or hand over a copy thereof, if he himself will be the driver, or when a different person will be the driver, he shall present this person's driver's license or hand over a copy thereof.
 - a. (Note 1) Find the basic directive of the regulatory agency in 2. (10) and (11) of the "Basic directive on vehicle rental of the General Director of the Ministry of Land, Infrastructure, Transport and Tourism" (independent travel Nr. 138, June 13, 1995).
 - b. (Note 2) Among the driver's licenses as prescribed in Article 92 of the Road Traffic Law, driver's license here means a driver's license in the format as prescribed in appended form No. 14 in Article 19 of the Ordinance for Enforcement of the Road Traffic Law. Also international driver's licenses or foreign driver's licenses as prescribed in Article 107, Paragraph 2 of the Road Traffic Law conform to the driving license.
4. When concluding the rental contract, the Rental Company may request that the hirer and the driver present not only the driver's license but also a document which verifies their identity or a copy thereof.
5. When concluding the rental contract, the Rental Company requests to receive a mobile number, under which the hirer and the driver can be contacted during the rental period.
6. When concluding the rental contract, the Rental Company requests that the hirer pays a security deposit of 100,000 Yen by credit card. The Rental Company does not accept to receive the security deposit in cash.

Article 9: Refusal to conclude a rental contract

1. If one of the following numbers applies to the hirer or the driver, conclusion of the rental contract may be refused:
 - a. When the hirer or the driver does not present the driver's license required to drive the rental vehicle or when he does not agree to submit a copy of the driver's license despite the Rental Company's request.
 - b. When the hirer or the driver obviously is drunk.
 - c. When the hirer or the driver obviously show toxic symptoms caused by narcotics, stimulants, thinners etc.
 - d. When the hirer or the driver brings infants less than 6 years of age despite not having a child seat.
 - e. When the hirer or the driver obviously is a member or related person of a gangster organization, an organization related to a gangster organization or when he belongs to another antisocial organization.
 - f. When it is recognized that the authenticity of the presented driver's license is not known.
 - g. When communication in Japanese or English can not be taken with customers.
2. If one of the following numbers applies to the hirer or the driver, the Rental Company can refuse to conclude a rental contract:

- a. When the driver stipulated at the time of reservation is different from the driver at the time of concluding the contract.
 - b. When the required holding period of the driver's license required for driving the rental vehicle has not been reached.
 - c. When in a past rental relationship the hirer or the driver has failed to pay the rental fee.
 - d. When in a past rental relationship the hirer or the driver has acted as prescribed in Article 17.
 - e. When in a past rental relationship (also including other rental companies) facts as prescribed in Article 23 are found.
 - f. When in a past rental relationship the fact is found, that due to violation of the Terms and Conditions of the rental contract or the Terms and Conditions of the insurance the insurance was not applied.
 - g. When separately stipulated conditions were not fulfilled.
3. When in a case pursuant to one of the two previous paragraphs a contract with the hirer already has been concluded, the reservation will be cancelled and when the Rental Company has already received the reservation cancellation fee from the hirer, it will pay back the received reservation deposit.

Article 10: Establishment of the rental contract etc.

1. The rental contract shall be established, when the hirer has paid the full amount of the rental fee and the security deposit and when the Rental Company has handed over the rental vehicle to the hirer.
2. The handover pursuant to the previous paragraph will be carried out at the starting time pursuant to Article 2, Paragraph 1 and at the place stipulated in the same paragraph.

Article 11: Rental fee

1. The rental fee refers to the total amount of the following fees and the Rental Company shall specify each fee and calculation basis in the price list.
 - a. Basic fee
 - b. Fee for exemption from compensation
 - c. Fee for the reduction of compensation in case of compensation due to non-operation
 - d. Fee for the usage of other optional equipment
 - e. Other fees stipulated by the Rental Company
2. The basic fee depends on the price list separately stipulated by McRent.
3. If the rental fees are revised after a reservation made pursuant to Article 2, the fee at the time of reservation and the fee at the time of hiring the vehicle are compared and the rental fee will be based on the lower fee of both.
4. The rental fee shall be stipulated in a by-law.

Article 12: Change of rental conditions

1. If the hirer intends to change the rental conditions pursuant to Article 1, Paragraph 1 after conclusion of the rental contract, he must receive the Rental Company's prior consent.
2. If the change of the rental conditions pursuant to the previous paragraph will cause disadvantage for its rental business, the Rental Company may not approve the change.

Article 13: Inspection, maintenance and confirmation

1. The Rental Company carries out the inspections stipulated in Article 48 of the Road Transport Vehicle Law (periodic inspection and maintenance) and rents out vehicles after having carried out necessary maintenance.
2. The Rental Company carries out the inspections stipulated in Article 47, Paragraph 2 of the Road Transport Vehicle (daily inspection and maintenance) and rents out vehicles after having carried out necessary maintenance.
3. The hirer or the driver confirms that the inspection and maintenance pursuant to the previous two paragraphs have been carried out. He also confirms that based on the appearance of the vehicle and its accessory according to the separately stipulated inspection list the rental vehicle is free of faulty maintenance and that the rental vehicle fulfills the other rental conditions.
4. In the case that based on the confirmation pursuant to the previous paragraph faulty maintenance of the vehicle is discovered, the Rental Company shall immediately carry out the necessary maintenance.
5. The hirer or the driver is responsible to properly install child seats and junior seats and the Rental Company shall not bear any responsibility for installation.

Article 14: Hand over and carrying of rental certificate

1. When handing over the rental vehicle, the Rental Company shall hand over a certain rental certificate to the hirer or the driver, which states the information stipulated by the director of the Regional Bureau of Transport.
2. The hirer or the driver has to carry the rental certificate he received pursuant to the previous paragraph with him while using the rental vehicle.
3. In case of loss of the rental certificate, the hirer or the driver shall report the loss immediately to the Rental Company.
4. When returning the rental vehicle, the hirer or the driver shall at the same time return the rental certificate to the Rental Company.

Chapter 4: Usage

Article 15: Management responsibility

During the time starting with the handover of the rental vehicle and ending with the return of the rental vehicle to the Rental Company (hereinafter referred to as "duration of use"), the hirer or the driver shall use and keep the vehicle with the due diligence of a good manager.

Article 16: Daily inspection and maintenance

During the duration of use, every day before using the rental vehicle the hirer or the driver shall carry out the inspection stipulated in Article 47, article 2 of the Road Transport Vehicle (daily inspection and maintenance) and he must carry out the necessary maintenance.

Article 17: Prohibited behavior

The hirer or the driver is prohibited to behave as follows during the duration of use:

1. To use the rental vehicle for automobile transport business or similar purposes without approval of the Rental Company or without license based on the Road Transport Law.
2. To use the rental vehicle for other than the stipulated purposes or to let the rental vehicle drive by another driver than the one stated in the rental certificate pursuant to Article 8 Paragraph 3 or another person than the persons approved by the Rental Company.
3. To sublet the rental vehicle, offer it as security or conduct any other behavior which infringes the Rental Company's rights.
4. To falsify or alternate the vehicle's registration number or number plate and to change the original state by modifying or remodeling the rental vehicle.
5. To use the rental vehicle for any kind of test or competition or to use it for towing away or pushing another vehicle from behind without the Rental Company's approval.
6. To use the vehicle for shootings or events etc. without the Rental Company's approval.
7. To use the rental vehicle in violation of laws or public order and morals.
8. To enter a damage insurance for the rental vehicle without the Rental Company's approval.
9. To bring the rental vehicle out of Japan.
10. Any other behavior which violates the rental conditions stipulated in Article 8, Paragraph 1.

Article 18: Measures for illegal parking etc.

1. If the hirer or the driver during the duration of use has parked the rental vehicle illegally according to the Road Traffic Law, the hirer or the driver shall appear at the police station which has jurisdiction over the area in which the vehicle was parked illegally and directly pay the fine for illegal parking himself and he shall bear all expenses coming along with the illegal parking such as fees for towing, keeping and handover.
2. If the Rental Company receives notification from the police that the rental vehicle has been parked illegally, it will contact the hirer or the driver and instruct him to move the rental vehicle as soon as possible or to take it and appear at the police station in charge until the end of the rental period or until a date set by the Rental Company in order to settle the violation, and the hirer or the driver will do so. In the case that the rental vehicle was moved by the police, the Rental Company may decide to take over the vehicle from the police itself.
3. After having given the instructions pursuant to the previous paragraph, the Rental Company shall by its own judgement confirm the status of the violation processing based on fine notices, statements of payment or formal receipts and in the case, that the violation has not yet been settled, it shall repeat the instruction pursuant to the previous paragraph as long, as the hirer or the driver has settled the violation. Furthermore, the Rental Company requests that the hirer or the driver himself undersign a document stipulated by the Rental Company (hereinafter referred to "written acknowledgment"), in which he acknowledges the fact that he has parked the rental vehicle illegally and that he will appear at the police station in charge in order to follow the legal measures as violator, and the hirer or the driver will do so.
4. If the Rental Company deems it necessary, it shall make the necessary cooperation in order to pursue the responsibility for illegal parking by submitting documents including personal information such as the written acknowledgement and the rental certificate to the police. Besides that it may take necessary legal actions, such as submitting documents as stipulated in Article 51, Paragraph 4, Clause 6 of the Road Traffic Law, e.g. a letter of explanation, a written acknowledgment and the rental certificate etc. to the Public Safety Commission and reporting all facts and the hirer or the driver shall agree with this.
5. In the case, that the Rental Company has received the order to pay a fine for illegal parking according to Article 51, Paragraph 4, Clause 1 of the Road Traffic Law and has paid the fine or in the case that it has borne the expenses incurred by searching for the hirer or the driver or for moving, keeping and handing over the vehicle, the Rental Company shall request the below mentioned amounts (hereinafter referred to as "expenses related to illegal parking") to the hirer or the driver. In this case, the hirer or the driver shall pay the expenses related to illegal parking by the date stipulated by the Rental Company.
 - a. The amount equivalent to the fine for illegal parking
 - b. A penalty fee for illegal parking separately stipulated by the Rental Company
 - c. Expenses incurred for searching the hirer or the driver and for moving, keeping and handing over the vehicle
6. In the case, that the hirer or the driver pursuant to the regulations in Paragraph 1 should pay a fine related to illegal parking and if he does not respond to the Rental Company's instruction to settle the violation pursuant to Paragraph 2 or if he does not respond to the Rental Company's request to sign a written acknowledgment pursuant to Paragraph 3, the Rental Company may charge a separately stipulated amount as penalty for illegal parking (in the following article referred to as "penalty for illegal parking") in order to pay for the fine for illegal parking and the penalty for illegal parking.
7. In the case, that the hirer or the driver have paid the amount requested pursuant to Paragraph 5 to the Rental Company, the order to pay the penalty for illegal parking is withdrawn, e.g. when the hirer or the driver subsequently have paid the fine related to illegal parking or when a prosecution has been filed. When the Rental Company has received refund of the fine for illegal parking, among the expenses related to the parking issue already paid to the company, it will only refund the amount equivalent to the fine for illegal parking to the hirer or the driver.

Chapter 5: Return

Article 19: Responsibility for return

1. The hirer or the driver shall return the rental vehicle to the Rental Company by the time of expiration of the rental period to the predetermined location of return.
2. If the hirer or the driver violates the provision of the preceding paragraph, he shall indemnify any damage incurred to the Rental Company. This will be covered by the security deposit which was deposited at the time of hiring, but damages exceeding the amount of the security deposit will be separately charged.
3. In the case that the hirer or the driver is not able to return the rental vehicle by the time of expiration of the hiring period due to a natural disaster or other force majeure, he shall not be liable for damages incurred to the Rental Company. In this

event, the hirer or the driver shall contact the Rental Company immediately and follow its instructions.

Article 20: Confirmation at return

1. The hirer or the driver shall return the rental vehicle in presence of the Rental Company after he has fully refilled the tank with fuel such as gasoline etc. and returned the inside of the vehicle in the original state. In this case, except for parts worn by normal use, he shall return the vehicle in the state he has taken the vehicle over. However, if the hirer or the driver neglects to refill gasoline at the time of return, he shall pay a separately stipulated amount for fuel replenishment as penalty. If there is remarkable stain or odor in the inside of the car, he shall pay a separately stipulated amount for cleaning the inside of the vehicle. The Rental Company requests that these penalties are paid by credit card.
2. Upon return of the rental vehicle, the hirer or the driver shall confirm that the hirer, the driver and the passengers did not leave any items within the car and after return of the rental vehicle the Rental Company will not bear any responsibility for keeping left behind items.

Article 21: Rental fee in case of change of the rental period

1. If the hirer or the driver changed the rental period pursuant to Article 12, Paragraph 1, he shall pay he rental fee corresponding to the rental period after the change by credit card or bank transfer.
2. In the case, that the hirer or the driver extended the rental period contrary to Article 12, or in the case that he largely exceeds the scheduled time of return without prior notification, he shall pay the amount mentioned below under (1) (hereinafter referred to as "extension fee") to the Rental Company by credit card or bank payment when returning the rental vehicle.
 - a. The difference between the amount that results, when an excess fee separately stipulated by the Rental Company is added to the rental fee corresponding to the rental fee after extension and the rental fee before extension, and the already paid security deposit
3. If the hirer or the driver extend the rental period or change the place of return due to unavoidable reasons (excluding traffic jams), he must contact the departure station within the rental period and obtain approval. If the hirer exceeds the rental period without approval or leaves the car without undergoing the correct return procedures, besides the extension fee stipulated in the previous paragraph, he shall pay a penalty (50,000 Yen) for returning the vehicle on his own or a penalty (100,000 Yen) in case he is not able to return the car on his own.

Article 22: Place of return

1. If the hirer or the driver changed the place of return pursuant to Article 12, he shall bear expenses for the necessary transfer due to the change of place of return.
2. If the hirer or the driver return the rental vehicle at a place different from the predetermined place of return without receiving the Rental Company's approval pursuant to Article 12, Paragraph 1, he shall pay the penalty for change of place of return as stipulated below:

Penalty for change of place of return = expenses incurred due to the change of place of return x 150%.

Article 23: Measures in case, the vehicle was not returned

1. If despite expiration of the rental period the driver or the hirer does not return the rental vehicle to the predetermined place of return and if he does not respond to the Rental Company's request for return, or if the Rental Company deems that the car will not be returned due to reasons such as the whereabouts of the hirer or driver are unknown etc., the Rental Company will take legal measures such as filing a criminal complaint.
2. If the previous article applies, in order to confirm the whereabouts of the rental vehicle, the Rental Company shall take the necessary measures including interviews with family members, relatives and colleagues at work or the use of systems providing information on the vehicle position.
3. If Paragraph 1 does not apply, the hirer or the driver shall be liable to compensate for damages incurred to the Rental Company according to the provisions of Article 28 and besides that for expenses incurred for the collection of the rental vehicle and searching for the hirer or the driver.

Chapter 6: Measures to be taken in case of malfunction, accident or theft

Article 24: Measures to be taken in case of malfunction

If the hirer or the driver discovers an abnormality or malfunction of the rental vehicle during the duration of use, he shall immediately stop driving, contact the Rental Company and follow the Rental Company's instructions.

Article 25: Measures to be taken in case of accident

1. If an accident involving the rental vehicle happens during the duration of use, the hirer or the driver shall immediately stop driving, regardless of the extend of the accident take legal measures and at the same time take the measures stipulated below:
 - a. To immediately report the accident situation etc. to the Rental Company and to follow the Rental Company's instructions.
 - b. In the case, that the rental vehicle is repaired based on the instructions pursuant to the previous paragraph, to conduct the repair at the garage designated by the Rental Company unless otherwise authorized.
 - c. To cooperate concerning the accident with the investigation of the Rental Company and the insurance company contracted by the Rental Company and to submit the required documents etc. without delay.
 - d. To receive the Rental Company's approval in advance, if concerning the accident a settlement out of court or other agreement is made with the opposite party. However, if without the Rental Company's approval a settlement out of court with the opposite party or a repair is realized, the full amount shall be invoiced to the hirer, even if the damage would be covered by the insurance. Furthermore, if the repair was not conducted properly, costs for further repair might be charged.
2. Besides taking the measures pursuant to the previous paragraph, the hirer or the driver shall settle and resolve the accident in his own responsibility.
3. The Rental Company shall advise the hirer or the driver regarding the settlement of the accident and cooperate in resolving the accident.

4. As a compensation for damages incurred to the Rental Company due to an accident causing non-operation of the car (hereinafter referred to as "non-operation charge"), the Rental Company will separately charge a fee of 100,000 Yen in the case, that the hirer or the driver was not able to return the rental vehicle to the scheduled place of return by himself or a fee of 50,000 Yen in the case, that the hirer or the driver was able to return the rental vehicle to the scheduled place of return.

Article 26: Measures to be taken in case of theft

1. If theft of the rental vehicle occurs or other damage is caused during the duration of use, the hirer or the driver shall take the measures stipulated below:
 - a. To immediately report the incident to the nearest police station.
 - b. To immediately report the situation of the damage etc. to the Rental Company and to follow the Rental Company's instructions.
 - c. To cooperate concerning the theft or other damage with the investigation of the Rental Company and the insurance company contracted by the Rental Company and submit the required documents etc. without delay.

Article 27: Termination of the rental contract in the case that the vehicle cannot be used anymore

1. In the case that the rental vehicle cannot be used anymore due to malfunction, accident, theft or other reasons which occurred during the duration of use (hereinafter referred to as "malfunction etc."), the rental contract shall be terminated.
2. In the case referred to in the previous paragraph, the hirer or the driver shall bear the expenses incurred due to towing and repair of the rental vehicle and the Rental Company will not return the received rental fee. However, this shall not apply in cases of malfunction etc. based on the reasons stipulated in Paragraph 3 or Paragraph 5.
3. In the case that the malfunction occurred before the rental period started, a new rental contract shall be concluded and the Rental Company may provide an alternative vehicle to the hirer. As for the conditions for providing an alternative vehicle, Article 5, Paragraph 2 shall apply correspondingly.
4. If the hirer does not accept the alternative car provided pursuant to the previous paragraph, the Rental Company shall return the full amount of the received rental fee. The same applies, if the Rental Company is not able to provide an alternative vehicle.
5. In the case that the malfunction etc. occurs for reasons not attributable to either of the hirer, the driver or the Rental Company, the Rental Company shall return the remaining amount which results, when the rental fee corresponding to the period from the start of the rental period until the end of the rental contract is deducted from the received rental fee to the hirer.
6. Except the measures stipulated in this article, the hirer and the driver may not make any claims other than stipulated in this Article to the Rental Company regarding damages incurred by the fact that the rental vehicle cannot be used anymore.

Chapter 7: Indemnification and compensation

Article 28: Indemnification and business compensation

1. If the hirer or the driver has caused damage to a third party or the Rental Company during the duration of use of the rental vehicle, the hirer or the driver shall indemnify the damage. However, cases which are attributable to the Rental Company are excluded.
2. As for the damage of the Rental Company pursuant to the previous paragraph, damages incurred to the Rental Company based on the fact, that the Rental Company cannot use the rental vehicle due to malfunction, stain or odor etc. of the rental vehicle or its fixtures and equipment for reasons attributable to the hirer or the driver, the hirer or the driver shall pay restitution to the Rental Company in form of a separately stipulated non-operation charge and compensation for the case, that the next renting out after the rental period becomes impossible due to repair etc.
3. As non-operation charge, the Rental Company will separately charge a fee of 300,000 Yen in the case, that the hirer or the driver was not able to return the rental vehicle to the scheduled place of return by himself. The Rental Company will charge a fee of 100,000 Yen in case, that the hirer or the driver was able to return the vehicle to the scheduled place of return by himself but the Rental Company need more than 3 days to repair the damage or a fee of 50,000 Yen if the Rental Company need less than 3 days to repair the damage.
4. In the case, that the hirer of the driver violates Article 17 (8) (Prohibition of drunk driving) and causes an accident, he shall not be exempt from his responsibility for any reason and pay a penalty fee of 300,000 Yen to the Rental Company. If following to the violation damage incurred to the Rental Company, the hirer or the driver shall be obliged to separately compensate for this damage.

Article 29: Insurance and compensation

1. If the hirer or the driver is liable for damages pursuant to Article 28, Paragraph 1, insurance payout or compensation payment based on the damage insurance contract the Rental Company has concluded for the rental vehicle or based on the compensation system stipulated by the Rental Company will be paid within the limits mentioned below:
 - a. Compensation for personal injury
Per person unlimited (not including amounts based on the vehicle damage liability insurance)
 - b. Compensation for property damage
Per accident unlimited (deductible of 100,000 Yen)
 - c. Vehicle Compensation
Per accident deductible of 100,000 Yen)
 - d. Passenger Compensation
Per person 50,000,000 Yen
2. In the case, that the reasons for exemption pursuant to the Terms and Conditions of the insurance or the compensation system apply, the insurance payout or the compensation payment stipulated in Paragraph 1 will not be paid.
3. Damages, for which no insurance payout or compensation payment is paid and damages, which exceed the amount of the insurance payout or the compensation payment paid based on the stipulation in Paragraph 1, shall be borne by the hirer or the driver.
4. If the Rental Company has paid compensation money which should have be borne by the hirer or the driver, the hirer or the driver shall immediately repay amount paid by the Rental Company to the Rental Company.

5. The amount equivalent to the insurance premium of the damage insurance contracted as stipulated in Paragraph 1 and the amount equivalent to the subscription fee to the compensation system stipulated by the Rental Company are included in the rental fee, except for the deductible amount.

Chapter 8: Cancellation of the rental contract

Article 30: Cancellation of the rental contract

If the hirer or the driver violates the Terms and Conditions during the duration of use, or if one of the numbers in Article 9, Paragraph 1 comes to apply, the Rental Company can cancel the rental contract without any notification or warning and request the immediate return of the Rental vehicle.

In this case, the Rental Company will not return the received rental fee to the hirer.

Article 31: Mutually agreed cancellation

1. The hirer can even during the duration of use cancel the rental contract after having obtained the Rental Company's approval and having paid the cancellation fee stipulated in the following article. In this case, the Rental Company shall return the remaining amount, which results when the rental fee for the period from start of the rental period until return of the rental vehicle is deducted from the received rental fee to the hirer.
2. If he hirer cancels the contract pursuant to the previous paragraph, he shall pay the following cancellation fee to the Rental Company:
Cancellation fee = (basic fee corresponding to the period of the rental contract) – (basic fee corresponding to the period from start to return) x 30%

Chapter 9: Personal information

Article 32: Purpose of using personal information

1. The Rental Company acquires personal information of the hirer or the driver and uses them for the following purposes:
 - a. As a business operator licensed to rent-a-car business pursuant to Article 80, Paragraph 1 of the Road Transport Law in order to implement matters mandated as a condition of business permission, such as preparing rental certificates at the time of conclusion of the rental contract.
 - b. In order to introduce rental vehicles, used vehicles and other products handled by the rental company and to provide related service and for sending advertisement regarding all kind of events and campaigns to the hirer or the driver by e-mail or other methods.
 - c. In order to confirm and verify the identity of the applicant for hiring a vehicle or the driver upon concluding the rental contract.
 - d. In order to realize questionnaire-based surveys with hirers and drivers for the purpose of planning and developing products and services handled by the Rental Company or to improve customer satisfaction.
 - e. In order to statistically compile and analyze personal data and prepare statistical data processed into a form that cannot distinguish and identify individuals.
2. In the case, that the personal data of the hirer or the driver are acquired for purposes not stipulated in all numbers of Paragraph 1, the Rental Company shall clearly state the purpose of use in advance.

Article 33: Consent of use of personal information

In the case, that one of the following numbers applies, the hirer or the driver agrees that the personal data including the name, birth date and driver's license number etc. of the hirer or the driver are used by the Rental Company for examination upon concluding the rental contract.

1. In the case, that the Rental Company is ordered to pay a negligent violation fine pursuant to Article 51-4, Paragraph 1 of the Road Traffic Law.
2. In the case that the Rental Company did not receive the full amount of the expenses related to illegal parking as prescribed in Article 18, Paragraph 5.
3. In the case that it is deemed that the vehicle will not be returned as prescribed in Article 23, Paragraph 1.

Chapter 10: Miscellaneous Provisions

Article 34: Treatment of pets

1. In principle, it is not allowed let pets travel in rental vehicles of McRent, but some stations provide vehicles, in which pets are allowed to travel together. If you plan to bring a pet along, please consult with each station directly.
2. When traveling with a pet, please make sure to put in in a cage. If the pet is released and not put in a cage and if fallen hair, offensive smell or stain is confirmed inside the vehicle, a fee for cleaning the inside of the vehicle shall be paid to the Rental Company.
3. If it is confirmed, that a pet traveled together without prior notification, an additional pet charge for the rental period and a fee for cleaning the inside of the vehicle shall be paid to the Rental Company.

Article 35: Off-set of payment

If based on the terms and conditions the Rental Company has monetary obligations to the hirer or the driver, it may set the obligation against monetary obligations of the hirer or the driver to the Rental Company.

Article 36: Delay damage

If the hirer or the driver and the Rental Company neglect to fulfill the monetary obligations based on the Terms and Conditions, a delay damage of 14,6% per annum shall be paid to the opposite party.

Article 37: By-law

1. The Rental Company shall be able to separately stipulate by-laws of the Terms and Conditions and the by-laws shall have the same effect as the Terms and Conditions.
2. If by-laws were separately stipulated, the Rental Company shall notify its business branches and state them on its pamphlets, price lists and similar documents. The same applies for changes.

Article 38: Court of competent jurisdiction

When conflicts arise concerning the rights and obligations based on the Terms and Conditions, regardless of the appeal fee, the court having jurisdiction over the location of

the head office, branch office or business office of the Rental Company shall be the competent court.

Article 39 (Prior application of Japanese sentences)

If there is a discrepancy between the text of the Japanese sentence or the term of the English-language agreement, the Japanese-language agreement will be formalized and will apply.

Supplementary provision

This Terms and Conditions will come into force as of August 1, 2019.