

Rental Car Terms and Conditions (Excerpt Translation)

Chapter 1: General Provisions

Article 1 (Application of Terms and Conditions)

1. TheBearsJapan Co., Ltd. (hereinafter referred to as “the Company”) shall rent a vehicle (hereinafter referred to as “Rental Car”) to the Renter in accordance with these Terms and Conditions, and the Renter shall rent it accordingly. For any matters not stipulated in these Terms and Conditions, the detailed regulations in Article 36, laws, or general customs shall apply.
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Chapter 2: Reservations

Article 2 (Reservation Application)

1. The Renter may apply for a reservation in advance by specifying the class of vehicle, rental start date and time, rental location, rental period, return location, driver, whether accessories such as child seats are needed, and other rental conditions (hereinafter referred to as “Rental Conditions”), by a separately specified method, and upon agreeing to these Terms and Conditions and the fee schedule. For minibuses, the route or destination, number of passengers, and purpose of use must also be specified.
2. The Company shall, in principle, accept the reservation within the range of available Rental Cars when a reservation application is made. In such cases, unless otherwise specified by the Company, the Renter shall pay the prescribed reservation deposit.

Article 3 (Changes to Reservation)

If the Renter wishes to change the Rental Conditions specified in the preceding article, they must obtain prior approval from the Company.

Article 4 (Cancellation of Reservation, etc.)

The Renter may cancel the reservation using a separately specified method.

If the Renter fails to begin the rental procedure within one hour of the reserved start time due to their own circumstances, the reservation shall be deemed canceled. In such cases, the Renter shall pay the cancellation fee as prescribed, and upon receipt of such payment, the Company shall refund any previously paid reservation deposit.

If the Rental Contract is not concluded due to accidents, theft, failure to return the vehicle, recalls, natural disasters, or other reasons not attributable to either the Renter or the Company, the reservation shall be deemed canceled and the reservation deposit shall be refunded.

Article 5 (Substitute Rental Car)

1. If the Company is unable to provide the reserved class of vehicle after concluding the Rental Contract, it may offer a substitute vehicle (hereinafter referred to as “Substitute Rental Car”).
2. If the Renter agrees to the offer, the Company shall provide the Substitute Rental Car under the same conditions, except for the vehicle class. If the rental fee for the substitute vehicle is higher than that of the reserved class, the reserved class fee shall apply. If it is lower, the substitute vehicle’s fee shall apply.
3. The Renter may decline the offer and cancel the reservation.

4. If the inability to provide the reserved vehicle is due to reasons attributable to the Company, the reservation shall be treated as canceled under Article 4, and the reservation deposit shall be refunded.
5. If the inability is due to reasons not attributable to the Company, it shall still be treated as canceled under Article 4, and the deposit refunded.

Article 6 (Disclaimer)

Except as stipulated in Articles 4 and 5, the Company and the Renter shall make no claims against each other in the event of reservation cancellation or failure to conclude the Rental Contract.

Article 7 (Reservation by Agent)

1. The Renter may apply for a reservation through travel agencies or partner companies acting on behalf of the Company (hereinafter referred to as “Agents”).
 2. Changes or cancellations must be made through the same Agent.
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Chapter 3: Rental

Article 8 (Conclusion of Rental Contract)

The Renter and the Company shall enter into a Rental Contract upon mutual confirmation of the Rental Conditions. However, the contract cannot be concluded if no vehicle is available or if the Renter or driver falls under any of the cases listed in Article 9.

Upon conclusion, the Renter shall pay the rental fee as specified in Article 11.

In accordance with regulatory guidance, the Company may request the Renter to present and submit a copy of the driver’s license of the designated driver. The Renter must comply accordingly.

The Company may also request other forms of identification and contact information. Payment may be requested via credit card, cash, or other methods.

The rental period may not be extended post-contract. However, re-contracting for the same period is allowed upon payment.

Article 9 (Refusal to Conclude Contract)

The Company will not enter into a contract if:

- A valid driver’s license is not presented or its copy not submitted;
- The driver is intoxicated or under the influence of drugs;
- Children under 6 are present without a child seat;
- The driver is associated with criminal or antisocial groups.

The Company may also refuse if:

- The driver differs from the one originally specified;
- There is a history of late payments or violations of terms;
- Other inappropriate circumstances apply.

Article 10 (Establishment of Rental Contract)

The Rental Contract is established when the Renter pays the rental fee and the Company hands over the vehicle. The reservation deposit shall be applied toward the total fee.

Article 11 (Rental Fees)

The Rental Fee includes base charges, options, fuel, CDW, delivery/collection fees, etc., all listed in the fee schedule. If pricing is revised after reservation, the lower of the reservation-time or rental-time price will apply.

Article 12 (Changes to Rental Conditions)

The Renter must obtain prior approval from the Company to change Rental Conditions. The Company may deny the request if it disrupts operations.

Article 13 (Vehicle Inspection and Confirmation)

The Company shall inspect and maintain the vehicle as required by law. The Renter or driver must verify its condition before use. If defects are found, the Company will promptly resolve them.

Article 14 (Issuance and Carrying of Rental Certificate)

The Company will issue a rental certificate upon delivery of the vehicle. The Renter or driver must carry it during use and notify the Company if it is lost.

この続き（使用・返還・事故・保険など）も翻訳できます。

ご希望の範囲があれば「〇章まででOK」「全部翻訳してほしい」など、お知らせください。

あなた:

全部英訳してください

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文書が非常に長いため、英訳は章ごとに順を追って提供いたします。すでにご覧いただいた **第1章～第3章** に続き、今回は **第4章（使用）～第5章（返還）** の部分の英訳を以下にご提供します。

Chapter 4: Use

Article 15 (Responsibility for Management)

The Renter or Driver shall use and store the Rental Car with the due care of a prudent manager from the time of receipt until it is returned to the Company (hereinafter referred to as “during use”).

Article 16 (Daily Inspection and Maintenance)

The Renter or Driver must perform inspections and necessary maintenance as stipulated in Article 47-2 of the Road Transport Vehicle Act before using the vehicle each day during the rental period.

Article 17 (Prohibited Acts)

The Renter or Driver must not perform the following acts during use, unless permitted by the Company:

1. Use of the Rental Car for commercial transport without the necessary licenses.
2. Use by anyone other than the authorized driver(s).
3. Subleasing or using the vehicle as collateral.
4. Altering license plates or modifying the vehicle.
5. Use for tests, races, or towing without consent.
6. Use in violation of laws or public order and morals.
7. Insuring the vehicle without Company consent.
8. Taking the vehicle outside Japan.
9. Improper handling of electric vehicles or chargers.

10. Any other act violating the rental conditions.

Violations of this article or Articles 18 and 23 that constitute criminal offenses may result in legal action.

Article 18 (Measures in Case of Illegal Parking)

If the Renter or Driver parks illegally, they must report to the police, pay all related fines and fees, and follow Company instructions.

The Company may act on behalf of the Renter/Driver if necessary, and may request compensation for incurred costs.

Failure to comply may result in the Renter/Driver being listed in the National Rent-A-Car Association database.

If a penalty is later canceled, the Company will refund the corresponding part of any fees paid.

Chapter 5: Return

Article 19 (Obligation to Return)

The Renter or Driver must return the Rental Car to the designated return location by the end of the rental period.

Failure to do so may result in liability for all damages to the Company.

In cases of force majeure, such as natural disasters, the Renter shall not be held liable but must contact the Company and follow its instructions.

Article 20 (Confirmation at Return)

The Renter or Driver must return the Rental Car in the same condition as received (excluding normal wear and tear).

They must confirm that no personal belongings are left inside; the Company is not responsible for any items left after return.

Article 21 (Rental Fee upon Change of Time)

If the rental time is changed under Article 12, the Renter must pay the adjusted rental fee corresponding to the new period.

Article 22 (Return Location)

If the return location is changed, the Renter must pay any additional transport fees.

If the car is returned to an unauthorized location, a penalty equal to 300% of the transport cost will be charged.

Article 23 (Non-Return Measures)

If the vehicle is not returned and the Renter becomes uncontactable, the Company may report to police and the Rent-A-Car Association, and take legal action.

Efforts will be made to track the vehicle, and the Renter must compensate for all associated costs and damages.

次回は、**第 6 章（故障・事故・盗難時の措置）～第 9 章（個人情報）**までの英訳を提供します。ご希望であれば一括での PDF 翻訳ファイルとしてまとめて納品も可能です。

続けてもよろしいでしょうか？

あなた:

お願いします

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テキスト処理の結果、章ごとの情報を抽出できましたので、今回は **第 6 章（故障・事故・盗難時の措置）**～**第 9 章（個人情報）** の英訳を以下にご提供します。

Chapter 6: Measures in Case of Malfunction, Accident, or Theft

Article 24 (Action Upon Discovering a Malfunction)

If the Renter or Driver discovers any abnormality or malfunction in the Rental Car during use, they must immediately stop driving, contact the Company, and follow its instructions.

Article 25 (Measures in Case of an Accident)

In the event of an accident involving the Rental Car during use:

1. Immediately stop driving and take all legally required actions.
2. Report the situation to the Company and follow its instructions.
3. Repairs, unless otherwise approved, must be performed at the Company or its designated repair shop.
4. Cooperate with any investigation by the Company or its insurance provider.
5. Do not settle or make agreements with the other party without prior Company consent.

The Renter/Driver is responsible for resolving the accident. The Company will assist if necessary and may use in-vehicle accident recorders to verify the situation.

Article 26 (Measures in Case of Theft)

In the event of theft or other damage during use:

1. Report the incident immediately to the nearest police station.
2. Notify the Company and follow its instructions.
3. Cooperate with any investigation and submit required documents promptly.

Article 27 (Termination Due to Inability to Use Vehicle)

If the vehicle becomes unusable due to malfunction, accident, or theft:

1. The rental agreement shall be terminated.
 2. The Renter shall bear the cost of recovery or repair. No refund of rental fees will be made unless the issue is due to pre-existing defects.
 3. If caused by such defects, a substitute vehicle will be offered.
 4. If no substitute is accepted, the contract terminates with no refund.
 5. If the cause is force majeure and not due to either party, the contract still terminates without refund.
 6. The Company bears no responsibility for any resulting loss beyond what's outlined here.
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Chapter 7: Compensation and Coverage

Article 28 (Compensation and Business Loss)

The Renter/Driver shall compensate for any damages caused to third parties or to the Company during use, unless the cause is the Company's fault.

If the Rental Car becomes unusable due to an accident, theft, damage, or odor, the Renter/Driver must pay

damages or business loss fees as set in the rate table.

Article 29 (Insurance and Compensation)

In case of liability:

- Personal Injury: Unlimited per person
- Property Damage: Unlimited per accident
- Vehicle Damage: ¥500,000 to ¥450,000 depending on policy
- Personal Injury Protection: ¥5,000,000 per person

Coverage is excluded if the damage falls under exemption clauses or breaches the rental agreement.

If compensation exceeds coverage or is not payable, the Renter/Driver is liable unless a special agreement modifies the coverage limit.

For losses caused by designated natural disasters (e.g. under the Act on Special Financial Measures for Extremely Severe Disasters), compensation is not required unless due to gross negligence or willful misconduct.

If the Company pays damages on behalf of the Renter/Driver, the latter must reimburse it immediately.

Any deductible amounts under the insurance policy must also be paid by the Renter/Driver unless otherwise agreed.

Insurance costs are included in the rental fee.

Chapter 8: Termination of Rental Contract

Article 30 (Termination of Rental Contract)

If the Renter or Driver violates these Terms during use or is later found to meet any disqualification listed in Article 9, the Company may terminate the contract immediately without notice or demand and reclaim the Rental Car.

In such cases, the rental fee will not be refunded.

Chapter 9: Personal Information

Article 31 (Purpose of Personal Information Use)

The Company uses personal information of Renters or Drivers for the following purposes:

1. Fulfilling requirements under Article 80 of the Road Transport Act, such as creating rental certificates.
2. Providing information on products and services (rental cars, used vehicles, campaigns, etc.).
3. Identity verification and contract eligibility review.
4. Conducting surveys to improve service quality.
5. Creating statistical data by anonymizing personal information.

Article 32 (Consent to Registration and Use of Personal Information)

The Company may provide personal data to third parties for the following purposes, with the Renter's consent. The Renter may opt out of such sharing.

If any of the following applies, personal data (name, birthdate, driver's license number, etc.) may be registered in the Japan Rent-A-Car Association system for up to 7 years and used by affiliated companies to evaluate

future rentals:

1. The Company was ordered to pay a parking fine under Article 51-4 of the Road Traffic Act.
2. The Renter failed to pay violation-related fees.
3. The vehicle was not returned and deemed “unreturned” per Article 23.

Chapter 10: Miscellaneous Provisions

Article 33 (Set-Off)

The Company may at any time set off any monetary obligations owed to the Renter or Driver under these Terms and Conditions against any monetary obligations owed by the Renter or Driver to the Company.

Article 34 (Proxy Rental Arrangement)

If the requested vehicle class/model is not available at the desired branch, the Company may, with the Renter’s consent, arrange a vehicle from another rental car operator (hereinafter referred to as “Proxy Rental”), provided the following conditions are met:

1. The Company’s Terms and Conditions shall apply if they are more favorable than the other provider’s terms.
2. A special rental certificate format will be used.
3. The rental terms of the supplying company will be attached.
4. In the case of issues (accidents, breakdowns), the Company shall cooperate in handling the matter and ensure user convenience.

Article 35 (Consumption Tax)

The Renter or Driver must pay consumption tax (including local tax) applicable to all transactions under these Terms.

Article 36 (Late Payment Interest)

If either party delays payment of monetary obligations under these Terms, a late fee of **14.6% per annum** shall apply.

Article 37 (Language Priority)

If discrepancies arise between the Japanese version of these Terms and translated versions in other languages, the **Japanese version shall prevail**.

Article 38 (Detailed Rules)

The Company may establish separate detailed rules supplementing these Terms. Such rules shall have the same legal effect.

Article 39 (Agreed Jurisdiction)

In the event of a dispute related to rights and obligations under these Terms, the competent court shall be the **Summary Court or District Court** that has jurisdiction over the location of the Company’s head office, branch, or business office.

Supplementary Provisions

These Terms shall come into effect from the date of permit approval for paid rental of private-use automobiles.
Effective: June 30, 2025
