

For Same-day Rentals

Kimino Town RakuRaku Rental Cycle Project Terms of Use

1. Application

Those wishing to use a RakuRaku bicycle (“User”) must complete the Application Form designated by the Kimino Town Rakuraku Rental Cycle Project (“Operator”), and present a valid form of identification at the time of rental.

2. Terms and Conditions

(1) Conditions for Usage

- ① The rental time is set to between 9:00 and 17:00. (In special circumstances only, the Operator may agree to different times).
- ② As specified, the User will pay 1000 yen per day for each rental unit (tax included). Payment must be made upfront at the time of rental.
- ③ The bicycle(s) must be returned to the location from which they were rented (“Service Point”).
- ④ The User must exert care and caution when using and parking the bicycle. Allowing a third party to use the bicycle is strictly prohibited.
- ⑤ The Operator will act on the assumption that the designated User was the only person to have used the bicycle during the rental period.

(2) Refusal of Use

In any of the following circumstances, the Operator will refuse rental of the bicycle.

- ① The User has a height of less than 145cm.
- ② The User is suspected of having consumed alcohol, or otherwise seems incapable of safely riding a bicycle.
- ③ The User is confirmed to be a member of a criminal group, to have

relations with such groups, or to possess any other links with antisocial activity.

- ④ The User does not consent to the Terms of Use.
- ⑤ Any other situation which the Operator deems sufficient.

3. Rental

- ① Upon receiving the bicycle, the User must check its overall condition, including: breaks, handle, tire pressure, bell, control panel attachment, and remaining battery.
- ② If the User notices any damage, defects, or missing attachments they must inform the Operator at once. The bicycle in question will not be used.
- ③ If the User fails to report any issues (damages, defects, or missing attachments) with the bicycle at this time, then it will be assumed that there are none.

4. Return

- ① Bicycles must be returned to the Service Point from which they were borrowed. Upon return of the bicycle and any other borrowed items (“Return Procedures”) the rental will be considered complete.
- ② When returning the bicycle, the User must ensure that any personal possessions have been removed. The Operator assumes no responsibility for lost items.
- ③ In the event of unforeseen circumstances in which the User is unable to return the bicycle by the agreed time (see (1) Conditions for Usage), then they must contact the Service Point and follow any instructions.
- ④ If the User returns the bicycle anywhere apart from the designated place, but fails to contact the Service Point in advance and/or follow their instructions, then the Return Procedures will be considered incomplete.
- ⑤ If the User fails to return the bicycle by the agreed time or to the agreed place, and has not acted as outlined in points ③-④ above, then the Operator may charge for an additional day of usage.

5. Breakdown • Theft

- ① If the bicycle stops working or develops a fault during the rental period, then the User must desist from usage, contact the Service Point, and follow any instructions.
- ② If the bicycle is stolen during the rental period, then the User must swiftly report the incident to the local police as well as the Operator. Any instructions from either party must be followed. Moreover, the User may be obliged to pay damages as specified by the Operator.

6. Accidents

If the bicycle is involved in an accident during the rental period, then the User must, regardless of the scale of the accident, act in accordance with the law as well as the following provisions:

- ① The details of the accident must immediately be communicated to the police and to the Service Point.
- ② Any documents or evidence required by insurance companies must be submitted as soon as possible.
- ③ The approval of the Operator must be sought before holding discussions or reaching agreements surrounding the accident.

7. Prohibited Acts

The User must NOT commit any of the following acts during the rental period:

- ① Allowing anyone else to use the bicycle.
- ② Reckless riding, or riding whilst under the influence of alcohol, etc.
- ③ Ignoring traffic rules.
- ④ Using the bicycle in places where it is forbidden (e.g. parks), dangerous, or otherwise inappropriate.
- ⑤ Obstructing or causing nuisance to pedestrians and other traffic.
- ⑥ Tempering with the structure of the bicycle or removing any part of it, including attachments.
- ⑦ Parking the bicycle in any area where this is restricted by law, on private

property (without permission). or in a place where the bicycle would obstruct traffic.

- ⑧ Continuing to ride the bicycle after it has been damaged.
- ⑨ Using the bicycle in any kind of contest or race, as well using it to pull/push other objects.
- ⑩ Any other acts that are illegal or disrupt public order.

8. Requests for Return

In the following circumstances, the Operator may request the (early) return of the bicycle.

- ① If, due to the bicycle becoming unusable - or for any other reason - the rental period can no longer be continued.
- ② If, during the rental period, the User commits any act that contravenes their arrangements with the Operator, including failure to follow these Terms of Use.

9. Compensation

(1) When a rental contract is finalised, the Operator commits to providing liability insurance for the duration of the rental period. This insurance provides cover for the User in the event that they required to pay compensation. The circumstances in which cover can be awarded and the maximum amount to be offered are listed below:

- ① Death/Grievance: 500,000 yen; Hospitalisation: 2000 yen per day; Transport to/from hospital: 1000 yen per day (for up to a total 90 days, but only within 180 days of the incident).

※Cover will only be awarded for incidents that took place whilst riding the bicycle, and which are judged to have been sudden and unavoidable.

- ② The maximum amount of compensation liability is 100,000,000 yen per person/item. Cover will NOT be awarded for accidents where the User is at fault.

※Cover will only be awarded for incidents that took place whilst riding the bicycle, and in which the User has legal liability for damage to a third

party's health and/or property.

- (2) Any damages that exceed the limits outlined in this section will not be covered and must be borne by the User.
- (3) The User accepts that, if they fail to notify the police and Service Point following an accident, or if the accident was caused due to their failure to follow the Terms of Use, then they may be unable to receive cover that would otherwise be awarded.
- (4) Additionally, cover may not be provided in any other circumstances that are considered sufficient for exemption by the insurance policy. In such cases the User will be required to bear the full amount of the compensation.