

BICYCLE RENTAL EMUSICA – RULES OF USE

Last Revised: Apr.1,2022

Eligibility for Use

In accordance with these Rules of Use, EMUSICA rents out bicycles and other option items (hereinafter collectively, “rental items”) to customers. When using our items, you are required to comply with these Rules. These Rules may be changed without any notice; for this reason please check the Rules closely on each occasion of use.

EMUSICA reserves the right to refuse service to persons whom we regard as lacking sufficient knowledge or ability to observe these Rules or protect themselves, or to those whom EMUSICA finds unsuitable.

User

Only persons who have agreed to these Rules by signing a contract and providing their respective contacts and other details therein may use our rental items.

EMUSICA will handle such personal information with care, and will not disclose it to any third party, except when we provide such information to the police or Kyoto City pursuant to laws and regulations, for instance, in order to settle certain problems.

Fee and Deposit

When a contract is formed in accordance with these Rules, you will be required to pay the fee specified in the separate price list. The paid fee will not be refunded under any circumstances.

For rental plans longer than one week, you will also be required to pay the deposit. Upon receiving the deposit, EMUSICA will issue a deposit receipt, and will refund the deposit in exchange for the return of all rental items you have rented along with the deposit receipt. Without the deposit receipt, we will not be able to refund the deposit.

Termination of Contract

If you fall within any of the following events, your contract will be terminated, and you will be required to return all rental items immediately. In addition, in this case, your deposit will not be refunded.

1. Where you have caused a breakdown of, or damaged, a rental item intentionally or due to gross negligence
2. Where your bicycle has been removed by, and in the custody of, Kyoto City pursuant to its ordinances, and you have failed to follow reclamation procedures within two (2) weeks
3. Where you have subleased your bicycle to a third party who has not signed the relevant contract as a party thereto
4. Where you are in violation of any laws or regulations of Japan, or offensive to public order or morals
5. Where you have taken a rental item outside Kyoto City
6. Where EMUSICA finds the situation inappropriate for other reasons

Return

Rental items must be returned to the shop from which you rented such items, within the prescribed time period for return. We will not accept any return to other places or any request for collection. In the case where a rental item is transported by taxi or any other means of transportation due to your circumstances, EMUSICA will not pay the transportation cost incurred.

Rental items must be returned in the same condition as at the time you rented, except for wear and tear caused by normal use.

In the case where a third party will return any rental item on your behalf due to unavoidable circumstances, please let us know this in advance.

If it is not possible for you to return a rental item within the prescribed time period for return, please inform us to that effect as described in the following section.

Extension of Rental Period

If you would like to extend your rental period, please request the extension by phone, email, or by coming to the shop in person, before the time period for return has ended.

With regard to the payment of an additional fee for extension, if it is for an extension of less than one week, you can choose to pay at the time of renting (advance payment) or at the time of return (deferred payment). If extending for a period longer than one week, you are required to come to the shop before the time period for return has ended and make an advance payment.

Any extension of a rental period must be additionally purchased, and the existing plan cannot be switched to another part way through. Since no fee is refundable for returning rental items earlier than the scheduled time, please select your plan carefully before making a contract.

In the case of delayed return without advance notice, you must pay the late fee specified in the price list, no matter how short the delay is. If you fail to return a rental item even after receiving EMUSICA's demand for its return, EMUSICA will resort to legal procedures.

Checks, Maintenance, etc.

EMUSICA regularly checks and, as required, maintains rental items before renting them out. However, when you receive a rental item and before use, please check for any fault by yourself, as well. EMUSICA will not assume any responsibility for an accident or a third party's damage attributable to your omission in checking a rental item.

Actions in the Event of a Bicycle Failure

In the event that you find any abnormality or failure during use, please immediately stop using the bicycle and contact EMUSICA. Even if an abnormality or failure arises while the bicycle is parked, you will be required to pay for the repair of the rental item in full as compensation for business specified in the price list. However, EMUSICA will repair such item without any charge if EMUSICA determines that such abnormality or failure is clearly not attributable to you.

In the event of a flat tire, please get off the bicycle, check whether anything is stuck in the tire, remove it if this is the case, and then walk the bicycle. If you can bring the bicycle back to EMUSICA immediately without worsening the bicycle's condition, we will exchange the bicycle with another one for free. Similarly, if you take the bicycle immediately to another bicycle shop and repair the bicycle, we will pay half (50%) of the repair cost, provided you bring back the receipt of the payment you made. However, in the event where you worsen the bicycle's condition, for example, by riding the bicycle even after a flat tire has been discovered, where the tire's inner tube requires replacing, or where you do not have the receipt of the repair cost that you paid at a bicycle shop, you must bear the repair cost in full.

Action in the Event of Loss

In the event where you lose a rental item (including cases where you believe you have become a victim of theft), please immediately contact EMUSICA. We will check whether it is a case of removal as described in the following section. If it is regarded as a case of loss, meaning that it is not possible for you to return the rental item concerned, you must pay the penalty specified in the price list. Even if the lost item is found later, the paid penalty will not be refunded to you. EMUSICA will report such loss to the police.

Please manage rental items with care in order to avoid any loss or theft. Make sure that you lock the bicycle whenever you leave it.

Action in the Event Where the Bicycle Is Removed by Kyoto City

In Kyoto City, parking is prohibited in most public places such as on the street. Even if other bicycles are parked in such public places, they are illegally parked. Parking a bicycle at a place where it is prohibited may result in the bicycle being removed by and placed in the custody of Kyoto City pursuant to its ordinances, and it is necessary to pay some cost in order to reclaim the bicycle. In such a case, you are required to follow the reclamation procedures set by Kyoto City by yourself in order to return the rental item to EMUSICA within the prescribed time period for return. If you fail to do so, we will terminate your contract as stated above, and you will be required to pay the penalty specified in the price list, the cost to reclaim the bicycle from Kyoto City, transportation costs, and any other costs incurred.

In addition to public places such as on city streets, please do not park the bicycle at a shop that is not your destination, or on private property. There may be cases where EMUSICA necessarily collects your bicycle following a complaint from the owner of such property. In such a case, you are required to pay transportation costs and any other costs incurred. When you park the bicycle, please use a parking space designated by your destination or a public parking space. Further, please be careful of the closing time of such parking space.

Action in the Event of an Accident

If an accident occurs, please seek help from other people around, call the police (110) and/or an ambulance (119), and then contact EMUSICA.

You are responsible for handling and settling the accident and compensating any third parties involved in the accident for any loss, and you must keep EMUSICA informed of the accident situation in detail. In this case, EMUSICA will repair the rental item concerned.

Please make sure to cycle safely. Needless to say, it is cumbersome to settle troubles while traveling.

Legal Compliance

Please observe the laws and traffic rules of Japan. Prohibitions include drunk cycling, cycling while using a mobile phone or listening to music with, for example, earphones/buds, double riding, cycling parallel to another cyclist, and ringing the bicycle bell for purposes other than hazard prevention. Please turn on the light when it starts to get dark.

Cycling on the sidewalk is prohibited except in designated zones. Please stay on the left side of the roadway while cycling or walk the bicycle on the sidewalk. In downtown Kyoto, cycling is prohibited on some roads.

Regarding EMUSICA's Bicycles

The height of the seat post is limited; therefore, please make sure that you do not pull it out higher than the level of the engraved mark.

The kickstand has a lock mechanism. Please make sure to use the lock when you use the kickstand.

Each bicycle has a name (or number, mark, etc.). Before getting on your bicycle, please check that the bicycle name written on the sticker attached to the fender is identical with the bicycle name written on the key ring.

Enjoy your travels to the fullest with a bicycle perfect for Kyoto sightseeing.

	Item	Amount
<i>Price List</i> Last Revised: Apr.01,2022	Bicycle rental fee (base)	¥800 up to 20:00 the same day ¥3,500 for 1 week ¥4,500 for 2 weeks ¥5,500 for 1 month
	Bicycle rental fee (additional)	¥300 up to 10:00 the next morning ¥800 up to 20:00 the same day
	Deposit	¥2,000
	Penalty (abandonment)	¥5,000
	Penalty (loss)	¥9,000
	Late fee	¥600 up to 10:00 the next morning ¥1,600 up to 20:00 the same day
	Compensation for business (maximum)	¥9,000