

Safe Standard® – Country Annex: Malaysia / Malaysia

(2025.1 Public Template)

Valid only for rentals occurring within Malaysia.

ENGLISH VERSION

1. National Legal Basis Relevant Malaysian laws: • Contracts Act 1950 (contracts, obligations, liability) • Consumer Protection Act 1999 • Electronic Commerce Act 2006 • Digital Signature Act 1997 • Product Safety & Standards – SIRIM / Department of Standards Malaysia • Rules of Court (civil procedure) Jurisdiction: court where the rental occurs unless both parties agree otherwise. Contract validity: private rental agreements are enforceable under Malaysian civil-law principles.
2. Tax and Reporting Rental income is taxable. Sales & Service Tax (SST): • Standard SST: 10% (applies to selected services) Record keeping: minimum 7 years (LHDN requirements).
3. Liability and Insurance Liability requires: • negligence or fault • proven actual damage • causation Gross negligence or intent cannot be excluded. Template limits: • 270 USD per rental • 900 USD for Mobility Recommended insurance: • Public liability insurance • Equipment or commercial insurance
4. Consumer Rights & Withdrawal Consumer protection rules apply. No EU-style 14-day withdrawal for fixed-date rental services. Refund rules: • Before handover: per agreement • After handover: only if item is defective, unsafe, or unusable.
5. Data Protection Applicable law: • Personal Data Protection Act (PDPA) 2010 Safe Standard® stores no personal data; Stripe handles all payment data. Authority: Department of Personal Data Protection (JPDP).
6. Enforcement & Cross-Border Cases Handled by Malaysian civil courts. Foreign judgments may be recognized under the Reciprocal Enforcement of Judgments Act. Arbitration allowed with written agreement.
7. Use of Templates in Malaysia Annex is internal reference only. Steps: 1. Rental Agreement (Country: Malaysia) 2. Focus Checklist at handover 3. Photo Rule — No notes = No damage = No photos 4. Damage Invoice if required 5. Annex is NOT shared with renter.