



EUROPE – Terms and Conditions

Travel period: 01 April 2023 – 31 March 2024

**Apollo Motorhome Holidays GmbH,
Segeberger Chaussee 229,
22851 Norderstedt, Deutschland
Telefon: +49 40 8836 6013
Amtsgericht Kiel, HRB 20873
Internet: www.apollocamper.eu
E-Mail: info@apollocamper.eu**

INTRODUCTION

Welcome and thank you for choosing to spend your holiday of a lifetime with Apollo Europe. We wish you a great and adventurous holiday. At Apollo Europe we are proud of our products and the reputation we have built up over several decades. Our aim is to pass on our experience to you. Your safety is our top priority. To ensure that you have a great time, please read Apollo Europe's Terms and Conditions carefully so that you are fully informed about our full range of products and any additional services.

This document is a translation of the English Apollo rental agreement. In the event of any inconsistency between the English and German version of this rental agreement, the English version alone shall prevail.

In the event of any inconsistency between these Terms and Conditions and any other Apollo Europe document, the provisions of these Terms and Conditions shall prevail. If you have any questions, please do not hesitate to contact our staff.

DEFINITIONS

"**Apollo Europe**" stands for Apollo Motorhome Holidays GmbH, Segeberger Chaussee 229, 22851 Norderstedt, Germany.

"**Rental Agreement**" means the document which is read and signed by the Hirer upon rental and return of the Vehicle. This includes the Rental Agreement Part A and these General Terms and Conditions (Rental Agreement Part B).

"**You / Yourself / Hirer / Driver**" means any Hirer and Authorised Driver connected with the Hire; or any person, firm or company hiring the Vehicle and includes all Hirers and Drivers entered in the Hire Agreement Part A.

"**Vehicle**" means the rented motorhome as written under the heading "Vehicle" in the Part A Rental Agreement. It includes tyres, tools, accessories, living equipment and any other optional extras, vehicle related documents and any replacement vehicles provided by Apollo Europe.

"**Damage**" or "**Loss**" includes any damage or loss to the Vehicle, including damage caused by theft of the Vehicle or by adverse weather conditions requiring repair or replacement of components. Damage items may also include expert witness costs, towing costs, salvage costs and reasonable storage/parking charges.

"**Third Party**" stands for another party directly involved in the accident or incident that resulted in damage or loss.

"**Travel Restrictions**" means restricted areas into which vehicles are not permitted to travel.

1. Scope of application, content of contract

1.1 The General Terms and Conditions (GTC) of Apollo Europe, its partners and licensees, hereinafter also referred to as Rental Contract Part B, shall apply exclusively. Any terms and conditions of the Lessee that conflict with or deviate from these GTC shall not be recognised. The General Terms and Conditions of Apollo Europe shall also apply if Apollo Europe rents the vehicle to the Renter without reservation in the knowledge that the Renter's terms and conditions conflict with or deviate from these General Terms and Conditions.

1.2 The object of the contract with Apollo Europe is exclusively the rental of the vehicle. Apollo Europe does not owe any travel services and, in particular, no entirety of travel services.

1.3 In the event of a booking, a rental agreement is concluded between Apollo Europe and the Renter which is governed exclusively by German law. The statutory provisions on the travel contract, in particular §§ 651a ff. of the German Civil Code (BGB), are neither directly nor analogously applicable to the contractual relationship. The hirer arranges his journey himself and uses the vehicle on his own responsibility. The rental contract is limited to the agreed duration. The tacit extension of the rental relationship for an indefinite period of time due to continued use in accordance with § 545 BGB is excluded. 1.4.

1.4 All agreements between Apollo Europe and the hirer shall be made at least in text form (§ 126b BGB).

1.5 Apollo Europe reserves the right to refuse any vehicle hire for important reasons and may refuse any vehicle hire at its own discretion.

2. Rental prices, reservation

2.1 The rental prices are generally based on the Apollo Europe price list valid at the time of the conclusion of the contract. The prices of the season shown in the price list in which the booked rental period falls shall apply.

2.2 Apollo Europe only accepts credit cards (Visa or MasterCard), debit cards (Visa or MasterCard) and giro cards with the MAESTRO symbol as means of payment.

2.3 A reservation is only binding after it has been confirmed by Apollo Europe. From this point onwards, the General Terms and Conditions and the Cancellation Policy apply.

2.4 The vehicle will not be handed over until the full rental price has been received by Apollo Europe.

The rental price includes:

- the statutory value added tax at the current rate
- Unlimited kilometres
- Kitchen set
- Comprehensive insurance for one named driver aged 21 or over who has held a valid driving licence for at least two years.



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- Roadside assistance*

*Apollo Europe provides roadside assistance if required (towing, repair of operating faults, punctured tyres, breakdown, etc.) if the vehicle is no longer roadworthy in the event of damage or an accident. If the Renter has caused the damage through culpable behaviour (e.g., a flat vehicle battery, etc.), Apollo Europe is entitled to reimbursement of the costs of the roadside assistance from the Renter.

3.0 Rental Period

- 3.1 The rental period is determined by the dates agreed in the rental agreement Part A.
- 3.2 The rental is charged per night.
- 3.3 The minimum rental period is 5-10 nights depending on the season and location of the rental.
- 3.4 Rentals shorter than the minimum rental period may be granted in individual cases upon request and for an additional charge. There shall be no entitlement to a rental shorter than the minimum rental period.
- 3.5 Apollo Europe reserves the right to increase the minimum rental period.
- 3.6 If the Renter wishes to extend the rental period, he/she must obtain the prior consent of Apollo Europe. Extensions are subject to availability of the vehicle. The additional rental charge for the extended rental must be paid by credit card over the phone or at an Apollo Europe office immediately after confirmation of the rental extension or will be deducted from the retained deposit. Additional nights will be charged at the current retail rental rate per night for the vehicle at the time of the extension.

4.0 Hirer / Driver

- 4.1 The vehicle may only be driven by the Hirer and the drivers named in writing in the Rental Contract Part A at the time of hire.
- 4.2 Each driver named in the Hire Contract Part A must have held a valid driving licence for at least two years, which entitles him to drive a European Class B vehicle or an equivalent vehicle with a weight of up to 3,500 kg.
- 4.3 Persons who are only authorised to drive vehicles with an automatic transmission are unfortunately not permitted to drive any of our vehicles.
- 4.4 For insurance reasons, only valid and unrestricted driving licences from the following countries will be recognised:
 - (a) UK, EU/EEA, Switzerland, Canada, Australia, New Zealand, Republic of South Africa, Singapore, Japan, Brazil, Argentina, Russia, Malaysia, Hong Kong, China & USA.

- (b) For rentals in mainland Europe, driver's licences from other countries may be accepted on request to Apollo Europe.
 - (c) If the driving licence was not issued in the language of the country of hire or in the EU/EEA (including Switzerland), an international driving licence must be presented. Depending on the country where the original licence was issued, a certified translation may be accepted.
- 4.5 If a driving licence complying with the above regulations cannot be presented at the time of collection, you may withdraw from the rental contract in accordance with the cancellation conditions (Clause 12).
 - 4.6 The minimum age of the renter and each driver is 21 years.
 - 4.7 All drivers must be present when collecting the vehicle, the respective original driving licences must be presented. Furthermore, all drivers must prove their identity with a valid identity card/passport in addition to their driving licence when collecting the vehicle. If the identification document does not contain an address, a current original registration certificate must also be presented. This rule applies without exception.
 - 4.8 If no valid driving licence or corresponding legitimation as well as a corresponding identification document can be presented at the time of collection, the vehicle shall be deemed not to have been collected. In this case, the corresponding cancellation conditions apply (Clause 12).
 - 4.9 A maximum of three additional drivers per hire can be named in addition to the hirer.
- ### **5.0 Insurance of the vehicle**
- 5.0 The insurance of the vehicle complies with the general conditions for motor vehicle insurance (AKB). The insurance includes liability insurance against third parties including death and bodily injury of the passengers, but not of the driver, in accordance with the applicable general conditions for motor vehicle insurance (AKB) with a sum insured of € 100 million as a lump sum and € 12 million per injured person as well as comprehensive insurance with an excess of € 2,000 to be borne by the Hirer in the case of comprehensive damage including partial comprehensive insurance with an excess of € 2,000 to be borne by the Hirer per case of damage. The respective excess cannot be excluded. Only persons listed as drivers in the rental contract are insured when driving the vehicle.
 - 5.1 Personal property of the Hirer that is damaged or lost in the event of an accident or theft is not insured.
 - 5.2 Apollo Europe offers an additional protection package which covers the replacement or repair of the windscreen, side mirrors and tyres in the event of damage. This protection package can be purchased either when booking online or when picking up the rental vehicle. This protection package is



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limited to one windscreen, one side mirror or two tyres. The current prices for the protection package can be found in our price list, which you can also find on our website.

- 5.3 The insurance company reserves the right to refuse to insure the Hirer or a driver in individual cases due to special circumstances.

6. Liability of the Hirer

6.1 The Hirer shall be liable to Apollo Europe, in particular for damage to or loss of the Vehicle, as follows:

In the event of damage to the vehicle caused by slight negligence or in the event of its loss, the Hirer shall be liable during the agreed rental period for each case of damage up to the contractually agreed deductible of the insurance.

In the event of damage caused intentionally by the Hirer, the limitation of liability to the agreed deductible shall not apply. In this case, the Hirer shall be liable to the full amount.

If the Hirer has caused the damage by gross negligence during the rental period, the amount of the Hirer's liability up to the amount of the total damage shall be determined by the severity of the Hirer's fault.

6.2 The limitation of liability to the contractually agreed deductible shall not apply even then:

- (a) if damage was caused due to drug- or alcohol-related impaired driving.
- (b) if the hirer or the driver to whom the hirer has entrusted the vehicle absconds from the scene of the accident without permission in accordance with § 142 StGB.
- (c) if the Hirer, contrary to the obligation under Clause 20.1, fails to call the police in the event of an accident.
- (d) if damage is due to an inadmissible use in accordance with Clause 18.1. or has occurred when driving in an area or on a route restricted in accordance with Clause 18.2;
- (e) if damage is based on the breach of any other obligation under the rental agreement.
- (f) when replacing or repairing aerials, glass or wheels.
- (g) in the event of missing wheel trims, tools or spare parts.
- (h) in the event of damage caused by the improper operation of the vehicle, e.g., incorrect type and quality of fuel, falling below the minimum operating fluid quantities (e.g. oil, water, coolant, brake fluid, etc.), failure to observe warning indicators, excessively high or low air pressure, etc;

- (i) in the event of damage caused by incorrect operation of equipment and appliances (e.g., awning, heating, cooker etc.);
- (j) when filling the freshwater tank with fuel;
- (k) in the event of damage to the underside of the vehicle or the roof, which includes the area above the passenger doors. Such damage is always considered to have been caused by gross negligence. Such damage will be charged up to a maximum of €9,000.
- (l) if the ignition key was in the vehicle when it was stolen, and the vehicle was left unguarded. The hirer will be held fully liable for a replacement vehicle.
- (m) in the event of damage to windscreens, mirrors and/or tyre damage, unless a special protection option has been purchased.
- (n) in the event of damage caused by the incorrect use of snow chains.
- (o) in the event of damage caused to the vehicle because the driver has violated laws or road traffic regulations.
- (p) in the event of damage caused by freezing/overheating, e.g., appliance not winterised, or overheating of the vehicle or systems, e.g., plumbing or water systems.
- (q) in the event of damage and associated costs for the recovery of a stuck vehicle; when damages have been caused by the renter lending the vehicle to an unauthorised driver;
- (r) if damage is due to a failure to comply with the permit provisions
- (s) unless the breach of conduct had no influence either on the occurrence of the damage or on the determination of the damage or on the amount of the damage. This does not apply in the case of malicious conduct.

6.3 In the aforementioned cases, the Hirer shall also be liable to the Owner in the event of gross negligence to an extent corresponding to the severity of the fault up to the amount of the total damage. The burden of proof for the absence of gross negligence shall be borne by the Hirer.

6.4 For damage covered by the partial cover insurance, in particular stone chips, the renter is liable to the amount of the agreed deductible of € 2,000, if and insofar as the insurance company is obliged to settle the damage and the damage was not caused by Apollo Europe.

6.5 If the Hirer is delayed in returning the vehicle, the Hirer shall be liable from the beginning of the delay in accordance with the statutory provisions.

6.6 In the event of any damage not covered by the insurance (e.g. nail/screw driven into the tyre or traffic offences) as well as after expiry of the agreed rental period, the Hirer shall be liable in full in accordance with the general statutory provisions.



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- 6.7 When using toll roads, the Hirer must ensure the timely and complete payment of the applicable toll.
- 6.8 Several tenants are liable as joint and several debtors.
- 6.9 The Hirer shall be liable for damage to the vehicle or third parties caused by the animals carried along in accordance with the statutory provisions.
- 6.10 The Renter agrees to fully indemnify Apollo Europe for all fees, charges, fines and penalties incurred during the use of the vehicle for which the Renter is responsible. Incoming cost notices, etc. will be forwarded to the Renter plus a processing fee in accordance with the applicable price list of Apollo Europe, unless the Renter proves that Apollo Europe has incurred no or less expense and / or damage.
- 6.11 In particular, the Renter shall be liable without limitation for all violations of traffic and regulatory regulations and other legal provisions as well as for all disturbances of the vehicle caused by him or by third parties to whom the Renter entrusts the vehicle. The renter shall indemnify Apollo Europe against all fines and warning fees, charges, and other costs that authorities or other bodies may levy against Apollo Europe in connection with such violations. As compensation for the administrative expenses incurred by Apollo Europe for the processing of enquiries addressed to Apollo Europe by law enforcement agencies or other third parties for the purpose of investigating administrative offences, criminal offences or disturbances committed during the rental period, Apollo Europe shall receive from the Renter a lump-sum expense allowance for each such enquiry in accordance with Apollo Europe's current price list, unless the Renter proves that Apollo Europe has incurred no or significantly less expense and/or damage; Apollo Europe shall be at liberty to claim further damages.
- 6.12 In order to avoid an increase in costs due to damage assessment costs, Apollo Europe may, in the event of accidental damage, first provide the Hirer with sample invoices for the corresponding damage upon request.
- 6.13 As long as the question of guilt remains unresolved, Apollo Europe is entitled to retain the security deposit.
- 6.14 Apollo Europe strongly recommends that you take out personal travel insurance.
- 7. Deposit and Claim**
- 7.1 When taking over the vehicle, the Hirer shall pay a deposit free of charge, which covers both the Hirer's liability in the event of initial damage and the proper return of the vehicle in the condition stipulated in the contract. In the event of any further damage during the rental period, a further deposit shall be payable in the same amount as the first deposit.
- 7.2 The deposit will be blocked as a pre-authorisation on the Hirer's credit card or debited from the Hirer's debit/cheque card at the time of collection (Visa or Mastercard). Other types of security deposit and payment with prepaid credit cards are not possible. The credit or debit/giro card used for the deposit must be made out to the tenant. The amount will be blocked immediately on your credit card account.
- 7.3 In the event of damage to the vehicle or third-party property, the Hirer shall be liable for the entire amount up to the amount of the excess (Sec. 5.1).
- 7.4 The deposit is:
- (a) if the hirer and all designated drivers are older than 25 years:
 - 1.500 € for the vehicle category "Duo",
 - 2.000 € for all other vehicle categories
 - (b) if the hirer or one of the designated drivers is under 25 years of age:
 - 1.750 € for the vehicle category "Duo",
 - 2.250 € for all other vehicle categories.
- 7.5 Apollo Europe reserves the right to increase the deposit if this is necessary and reasonable in individual cases (e.g. roof damage).
- 7.6 The Deposit will be refunded in full within 28 days of the return of the Vehicle provided Apollo Europe has no outstanding claims against the Hirer and none of the following apply:
- (a) The deposit will be used to cover any loss or damage to the vehicle or equipment that is the fault of the Hirer.
 - (b) The deposit is used to finance cleaning fees (clause 9.8.).
 - (c) The Deposit will be used to cover all refuelling costs if the Vehicle is not returned with a full tank of fuel (clause 9.9.) or AdBlue (clause 9.10.).
 - (d) The deposit will be used to cover the cost of demurrage/loss of use for the period that the vehicle is unavailable due to repairs.
 - (e) The security deposit will be used to cover the costs of expert reports in the event of accidents or damage caused by the hirer.
- 7.7 In the event of an accident or damage event (Clause 20), the security deposit shall only become due for reimbursement once the settlement of the damage has been fully completed, irrespective of who is at fault for the damage.
- 7.8 Claims by Apollo Europe for reimbursement of costs or damages that are not covered by the deposit(s) paid are due for payment within four weeks of settlement.
- 7.9 The Renter irrevocably authorises Apollo Europe to deduct from the Security Deposit any amounts due to Apollo Europe under the Rental Agreement.



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- 7.10 Apollo Europe charges an administration fee for the use of the security deposit, the amount of which can be found in the current price lists.
- 7.11 Apollo Europe will endeavour to ensure that the deposit is released as soon as possible. However, the processing and determination of third party claims may take months or even years. The Customer hereby acknowledges that the processing of such claims and the determination of whether or not insurance is in place is the responsibility of Apollo Europe's insurers and the third party.
- 7.12 Apollo Europe undertakes to refund any Deposit as soon as possible after receipt of final settlement and payment in respect of any third party claim.
- 7.13 The Renter undertakes to provide Apollo Europe with all reasonable assistance in the handling of claims, including all relevant information and participation in the taking of evidence.
- 7.14 For information on outstanding debts or refunds of the deposit, the tenant should contact info@apollocamper.eu by email.

8 Bookable Extras

8.1 The following extras can be booked:

- Bed linen (duvet, pillow, covers) & towels
- Camping furniture (camping table and chairs)
- Toilet chemicals
- Child seats
- Gazebo
- Extra gas bottle (filled)
- Premium protection (Value Pack)
- Protection for tyres, mirrors and windscreen
- snow chains
- winter tyres
- Easy Return
- Drop and Go
- Fee for pets
- Flat rate for pick-up/return on Saturdays
- Car parking space (not available at all rental stations!)

Please check our website for current prices. A full gas bottle is included in your rental price and will be provided at the time of handover. The purchase of additional gas during your rental period is at your own expense

9. Vehicle Pick up and Return

- 9.1 The collection and return of the vehicle shall take place at the location agreed with the booking, as stated under "Rental Period" in the Rental Agreement Part A.
- 9.2 Apollo Europe shall not be liable for any damages incurred by the Renter in the event of a late pick-up or return of the Vehicle.

Pick up:

- 9.3 The vehicle will be collected between 3pm-5pm unless otherwise agreed with Apollo Europe. Other pick-up times may trigger additional charges. The hirer should allow 1-2 hours for the completion of all formalities and the detailed instruction of the vehicle.
- 9.4 All drivers must be present when collecting the vehicle and must present their valid driving licence (as described in clause 4), a valid identity document and credit/debit card for the deposit. Photocopies will not be accepted. The vehicle will not be released if a document is not presented, or the deposit cannot be paid.
- 9.5 The following is warranted or acknowledged by the respective party:
- Apollo Europe will provide the vehicle in a clean, safe and roadworthy condition that complies with Apollo Europe's quality assurance programme and all legal requirements.
 - The Renter acknowledges that the Vehicle has been delivered to him/her in good working order.
 - The Renter warrants that he will return the Vehicle without any modification or additions, in the same condition, except for normal wear and tear (taking into account the rental period, without windscreen or tyre damage), together with all tools, tyres, accessories and equipment, to the place of return at the time agreed in the Rental Contract Part A. The Renter will return the Vehicle to Apollo Europe prior to the time of return.
 - The Hirer shall inspect the vehicle prior to handover and shall only take delivery of the vehicle if it is in good working order and suitable for hire.
 - The Renter acknowledges that the Vehicle shall always remain the sole property of Apollo Europe.
- 9.6 Apollo Europe will make every effort to have your booked vehicle ready for collection at the given time. However, in exceptional circumstances there may be delays beyond our control. In such a case, you will not be entitled to an extension of your rental and the vehicle must be returned as agreed. Cancellation of the contract due to late provision of the booked vehicle is excluded.

Return

- 9.7 The vehicle will be returned between 9am and 11am unless otherwise agreed. Other return times may trigger additional charges. The Hirer should allow 1 hour for the completion of all formalities and the inspection of the vehicle.
- 9.8 The Hirer undertakes to return the vehicle to the contractually agreed Apollo Europe location at the contractually agreed time, cleaned inside and in a recorded condition (according to the handover protocol). The waste tank must be empty and clean, the dirty water tank (if available) must be empty. The



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interior must be clean, i.e., free of mud, rubbish and animal hair and should be in the same condition as when the vehicle was collected. Should cleaning become necessary, the following fees or cleaning flat rates will apply:

- Fee of up to €300 if the vehicle interior is not returned in a clean condition.
- Cleaning fee of €300 if the waste and wastewater tanks have not been emptied and cleaned before the vehicle is returned.
- Cleaning fee of €600 if the vehicle was smoked in.
- Cleaning fee of €300 if an unauthorised pet was carried in the vehicle.

- 9.9 The fuel tank must be filled with the same amount of fuel on return as on collection. For this purpose, the fuel gauge will be logged on collection. If the vehicle is returned with a lower fuel quantity, the difference will be charged to the hirer at the daily price at the branch plus a service charge of € 45.
- 9.10 The vehicle is handed over with a completely filled AdBlue tank and must be returned with a completely filled AdBlue tank. Otherwise, the Hirer will be charged a fee of € 45 regardless of the difference in the filling quantity.
- 9.11 The Hirer does not have to clean the outside of the vehicle before returning it, unless the dirt (e.g. mud residues) would make it difficult to determine the state of return.
- 9.12 If the vehicle is returned earlier than agreed, Apollo Europe is not obliged to refund the vehicle. If the vehicle is returned later than agreed, additional charges will apply in accordance with our current list of prices and charges.
- 9.13 In the event of return to a different location than agreed, the Renter is liable for the costs of the complete transfer of the vehicle to the Apollo Europe rental station agreed for the return. For the duration of the transfer, the Renter will be charged the rental fees agreed with the rental contract part A.

Late Return

- 9.14 In the event of a late return, Apollo Europe must be notified immediately in order to prevent prosecution and driving without insurance cover. For the duration of the delay, the rental fees agreed in the rental contract part A will be charged, irrespective of the reason.

10 Driving in Europe

- 10.1 Vehicles hired in Germany or mainland Europe which are hired in mainland Europe may travel to the following countries without incurring an additional charge:

Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Ireland, Latvia, Liechtenstein, Lithuania, Luxembourg, Montenegro, Netherlands, Northern Macedonia,

Norway, Poland, Portugal (except Madeira or the Azores), Romania, Serbia, Slovakia, Slovenia, Spain (except Balearic Islands and Canary Islands), Sweden, Switzerland, United Kingdom.

Journeys to areas other than those listed above are not permitted. You will also lose your insurance cover. Please plan your travel route carefully. Exceptions to these provisions require the express written consent of Apollo Europe.

- 10.2 The hirer is solely responsible for familiarising himself/herself with the laws, traffic regulations and legal situation of the countries visited and for observing all applicable traffic regulations in all countries visited and passed through during the rental period.

- 10.3 The Hirer accepts responsibility for any costs or loss of time due to traffic disruptions and other restrictions (e.g. traffic jams, road works, road closures, restricted or cancelled ferry services, etc.).

11 Cancellation of the booking or extraordinary termination of the rental agreement by Apollo Europe

- 11.1 Apollo Europe reserves the right to cancel a reservation or to terminate the rental agreement prematurely and extraordinarily without notice in the cases listed below:

- The Hirer is unable to produce valid proof of identity or a valid driving licence.
- the driving licence presented does not comply with these General Terms and Conditions.
- the Hirer is unable to provide the security deposit in accordance with these General Terms and Conditions.
- in the event of overcrowding of the vehicle, i.e., if more persons than are permitted for the vehicle are transported in it or the Hirer intends to do so;
- in the event of operational problems affecting the rental fleet (e.g., vehicle breakdown due to accident of the previous renter, prolonged repair of damage, loss of vehicle, etc.);
- the Hirer is in breach of his obligations under the Rental Contract.
- the Hirer has obtained possession of the vehicle by fraudulent acts or false statements.
- the Hirer makes a false statement, representation or warranty in relation to himself/herself or any other driver.
- the vehicle appears to have been abandoned and unused for a prolonged period of time.
- in the event of damage to the vehicle, regardless of fault.



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- the vehicle is not returned at the agreed time or Apollo Europe can reasonably assume that the vehicle will not be returned at the agreed time.

11.2 In the event of cancellation or extraordinary termination, Apollo Europe's liability is limited to the refund of all monies paid by the renter to Apollo Europe. For additional services booked by the renter (e.g.: flights, ferry trips, concert tickets) the renter is not entitled to compensation.

11.3 Apollo Europe reserves the right to change the cancellation policy for certain events (e.g., music festivals).

12. Cancellation and Rebooking

12.1 Apollo Europe grants the Renter a contractual right of withdrawal to the extent described below:

- Cancellation more than 90 days before the agreed start of the rental period: no cancellation fee.

- Cancellation from the 89th to the 50th day before the agreed start of the rental period: 30% of the rental price; minimum € 300.

- Cancellation from the 49th to the 15th day before the agreed start of the rental period: 50% of the rental price.

- Cancellation from the 14th day before the agreed start of the rental period: 80% of the rental price.

- In the event of cancellation on the day of the agreed start of the rental period or in the event of non-appearance: 95% of the rental price.

- The hirer is at liberty to prove that no damage or only a lesser amount of damage has been incurred.

12.2 The date of receipt of the notice of cancellation by Apollo Europe, at least in text form, is decisive for the date of the cancellation. Non-acceptance/collection is deemed to be a cancellation. To cover the risk of cancellation, we recommend that you take out travel cancellation insurance.

12.3 Fees for the use of means of payment (e.g. credit or debit card) are not refundable.

12.4 No refunds are possible for relocation bookings.

5.1 In the event the **hirer** wishes to make changes to the booked vehicle, the pick up or drop off dates, the pick up or drop off location the following charges will apply:

(a) If amended more than 30 nights prior to pick up: £50/€60 fee, plus any increase in vehicle charges

(b) If amended 30 to 15 nights prior to pick up: £150/€175 fee, plus any increase in vehicle charges

(c) No amendments are allowed within 14 nights of pick up, 100% cancellation charge apply.

Changes to a booking are subject to availability.

12.8 Any Credit applied to a booking will have a 12 month validity from the date of pick up.

12.9 No refunds for unused nights or a reduction in booked nights.

13. The right to modify the vehicle

13.1 Vehicles can only be booked according to the respective vehicle category, but not according to manufacturer or model.

13.2 Apollo Europe reserves the right to change the booked vehicle type or its specification (layout, floor plan) in the event of unforeseen circumstances (e.g. accidents, unforeseen damage to the vehicle, etc.) or force majeure (including but not limited to: war, armed conflict, strike, terror, pandemic, epidemic, natural disasters, traffic disruptions, breakdowns, etc.) business interruptions, labour disputes, disruptions in the operations of companies involved in the planning or execution of Apollo Europe's business) for which Apollo Europe is not responsible.

13.3 The Hirer is not liable for higher rental costs of the replacement vehicle. Any additional operating costs of the replacement vehicle shall be borne by the Hirer.

13.4 In the event of a change to a vehicle type of a lower vehicle category, the Hirer is entitled to a refund of the difference in the rental amounts.

13.5 In the event that no alternative vehicle is available, Apollo Europe's liability is limited to the reimbursement of the rental fee. In particular, Apollo Europe shall not be liable for any other services booked by the Renter in connection with the vehicle rental (e.g. flights, hotels, events, other leisure activities).

13.6 If the Hirer decides to rent a vehicle of a lower category than the one booked when collecting the vehicle, there is no entitlement to reimbursement of the difference in the rental price, otherwise Clause 12.6 applies.

14. Defects and Repairs

14.1 If a defect/damage to the vehicle occurs during the rental period, the Renter may order repairs that are necessary to ensure the operational and road safety of the vehicle during the rental period up to a price of € 100.00 without further ado, larger repairs only with the consent of Apollo Europe at a specialist workshop. The repair costs will be borne by Apollo Europe upon presentation of the original receipts and the replaced parts unless the renter is liable for the damage according to clause 6. This provision does not apply to tyre damage. If a defect for which Apollo Europe is responsible leads to the necessity of such a repair and the renter does not have it repaired independently, the renter must notify Apollo Europe of the defect without delay and allow a reasonable period of time for the repair. In the case of country-



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specific conditions (e.g., infrastructure) which delay the repair, the period shall be extended accordingly.

14.2 Apollo Europe will carry out a full check of all functions prior to collection of your vehicle to ensure that they are working correctly. Upon collection of the vehicle, you will be instructed in the operation and functioning of each device and system and what to look for if such device or system fails during the rental period. Apollo Europe will do everything in its power to solve the problem without having to return to the pick-up location. However, as this is not always possible, Apollo Europe cannot be held liable for the occurrence of a loss of function. Apollo Europe is not obliged to refund any money received or to provide an alternative vehicle in such a case. In the event of a rental during the winter months (December to February) Apollo Europe cannot be held liable for any damage or inconvenience caused by frost. The hirer is responsible for securing the vehicle from frost damage.

15. Regulation in case of destruction or damage of the vehicle

- 15.1** If the vehicle is destroyed through no fault of the Renter or if it is to be assumed that the use of the vehicle will not be possible for an unreasonable period of time as a result of a defect/damage for which the Renter is not responsible, Apollo Europe reserves the right to provide the Renter with a comparable or larger vehicle. If Apollo Europe provides an appropriate replacement vehicle within a reasonable period of time, the Renter shall have no right to terminate the rental agreement. If the Renter incurs higher ancillary costs as a result of the replacement vehicle, such as ferry or toll charges and operating costs, these shall be borne by the Renter. Insofar as justified interests of the Renter are opposed, the Renter may refuse to accept a larger vehicle as not being in accordance with the contract. If Apollo Europe offers the renter a replacement vehicle from a cheaper category and the renter accepts the offer, Apollo Europe will reimburse any difference in rental price between the two vehicles.
- 15.2** If the Renter's use of the vehicle is disrupted for more than 48 hours after notification of the damage to Apollo Europe due to destruction of or damage to the vehicle for which the Renter is not responsible, the Renter will be reimbursed up to a maximum amount of one day's rental charge for each night until the Renter is able to continue the contractual use, e.g. with a replacement vehicle or after repairs have been carried out. Reimbursement according to this clause 15.2. requires that the damage was reported to Apollo Europe without delay and that the Renter does not refuse to cooperate as required and reasonable for the repair of the damage.
- 15.3** Damage to the vehicle and to the heating/hot water, water pump, shower, toilet, refrigerator, gas stove/oven, must be inspected by an Apollo Europe rental station or an Apollo Europe approved workshop.

15.4 If Apollo Europe is not notified immediately of any damage, the Renter shall not be entitled to a refund of the rental price. Defects to the radio, car play, reversing camera, Tempo-mat, navigation equipment, refrigerator, gas cooker, heating, water heating, air-conditioning, toilet/shower and bicycle rack are considered minor and are excluded from the provisions of this clause 15.

16. Complaints

All faults or damage must be reported immediately to the Customer Service or at the latest when the vehicle is returned. If a complaint has not been satisfactorily resolved upon return of the vehicle, the renter must notify Apollo Europe of this at least in text form, e.g., by e-mail to info@apollocamper.eu, within 14 days of returning the vehicle. Any reductions in the rental price can only be granted if the faults or damage complained about could not be rectified by Apollo Europe despite immediate and timely complaint. Late complaints cannot be accepted.

17. Authorised Drivers

- 17.1** Only persons specified in the Rental Contract Part A as Renter or Authorised Driver may drive the vehicle. Excluded from this are the persons listed below, even if they are listed in the Rental Contract Part A:
- Persons who present a forged or confiscated driver's licence.
 - Any person who gives a false name, age, address, omits or misrepresents any other data relevant to the tenancy or knowingly deceives as to any fact relevant to the tenancy;
 - Persons who have not held an unrestricted driving licence for at least two years.
 - Persons under the age of 21.
 - Persons using or intending to use the vehicle for illegal purposes.
 - Persons who are under the influence of alcohol, drugs or other intoxicating substances or who have taken medication which impairs their ability to drive.

18. Use of the Vehicle

18.1 The vehicle may only be used on public roads. The vehicle must be handled with care and in accordance with the relevant regulations and technical rules. The operating instructions/manuals must be observed. The Hirer shall ensure that the vehicle is properly locked during a period of absence. The regulations, load regulations, vehicle dimensions (height, width, length) and technical rules applicable to the use of the vehicle must be observed. The Hirer is obliged to check the operational readiness and roadworthiness of the vehicle regularly. In particular, he/she shall monitor the oil and water levels as well as the tyre pressure and correct them if necessary.



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For your safety and for the protection of our vehicles, the vehicle may not be used in particular:

- for motor sport purposes, in particular driving events in which the aim is to achieve a maximum speed, or for the associated practice drives.
- for vehicle tests or driving safety training.
- for the carriage of a load and/or number of persons for which the vehicle is not approved.
- for any other purpose which places excessive stress on the vehicle.
- if the vehicle is in an unsafe or unroadworthy condition.
- for driving instruction;
- for commercial passenger transport;
- for subletting;
- for hire;
- for towing or hauling vehicles, trailers, boats or other equipment, unless previously authorised by Apollo Europe.
- to commit customs or other offences, even if punishable only under the law of the place where the offence is committed;
- for the carriage of highly flammable, toxic or otherwise dangerous substances.
- for use in the context of or for entertainment events (concerts, theatre, etc.);
- for use in the context of professional sporting events (motor sports, equestrian sports, etc.).
- for any type of delivery, courier, or parcel delivery service; and for trader activities (e.g., market or street trading).

18.2 The following areas and routes may not be travelled on with the rental vehicle:

- to areas affected by natural disasters, extreme weather or other major damage events.
- on unpaved and non-public roads.
- water or areas where the vehicle may come into contact with salt water; and
- war zones.

18.3 Apollo Europe reserves the right, at its sole discretion, to restrict the areas and routes that may not be travelled by the Vehicle at any time due to adverse road or weather conditions or for other good cause.

19. Breakdowns and Vehicle Maintenance

19.1 Apollo Europe offers its customers 24-hour roadside assistance as part of the rental agreement.

19.2 Any malfunction or damage must be reported to Apollo Europe Customer Service within 24 hours. In the event of major damage, Apollo Europe will make all necessary arrangements to enable the vehicle to continue its journey as quickly as possible. This includes contacting nearby garages, mechanics, and necessary suppliers to assist in resolving the problem and directing the Hirer to the nearest station or garage if necessary.

19.3 The Hirer will do all that is reasonable and appropriate to maintain the vehicle properly during the hire, including checking the fluid levels of the operating fluids such as oil, coolant and Ad-Blue, the tyre pressure and the batteries every 500 kilometres.

19.4 The Renter must immediately contact Apollo Europe if the oil level is above or below the recommended level or if the warning indicator lights up. In the event of a loss of coolant or if the coolant level is too low, the Renter must add water and/or coolant to the cooling system. If necessary, the hirer must engage a specialist workshop to carry out any tasks required in accordance with the vehicle manufacturer's specifications.

19.5 The Hirer undertakes to use the Vehicle in accordance with these Terms and Conditions and acknowledges that he/she shall be liable for any damage caused because of failure to maintain the Vehicle in accordance with these Regulations.

19.6 The Hirer is liable for all costs arising from misuse. All Apollo Europe vehicles are diesel powered.

20. Behaviour in case of an accident and damage

In the event of an accident or damage caused by fire, theft, game or other damage, the hirer has the following obligations:

- Apollo Europe must be notified within 24 hours of the occurrence of the damage. In addition, the renter must immediately inform Apollo Europe in writing of all details of the accident or damage event, even in the case of minor damage.
- The renter must complete the accident/damage form provided in the vehicle or sent by email. The accident/damage form must contain the names and addresses of the persons involved and any witnesses, as well as the registration numbers of the vehicles involved.
- The Hirer must immediately call in the police. Should the police refuse to record the accident, the Renter must prove this to Apollo Europe.
- The Renter must not accept any claims for damages from other parties involved in the accident or make a settlement offer to other parties involved.



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- The renter must support Apollo Europe to the best of his ability in the enforcement of claims.
- Claims of Apollo Europe shall become due at the time of the notification of the damage event, irrespective of which party is at fault for the damage.
- The renter shall bear all costs of a vehicle change in connection with an event of damage, irrespective of which party was at fault for the damage. To the extent that Apollo Europe is reimbursed for all or part of these costs by the damaging party, the Renter will be reimbursed accordingly.

21. Liability of the lessor

Apollo Europe is liable for all damages to the extent that coverage exists under the insurance policies taken out for the vehicle. If damage is not covered by insurance, Apollo Europe, its employees as well as its legal representatives and vicarious agents shall be liable exclusively as follows:

In the case of damage to property and financial loss, liability is limited to intent and gross negligence, unless a material contractual obligation has been breached. In the event of a breach of material contractual obligations, liability in the case of simple negligence shall be limited to the amount of the damage foreseeable at the time of conclusion of the contract and typical for the contract. Material contractual obligations are obligations the fulfilment of which is a prerequisite for the proper performance of the contract and compliance with which the hirer relies on and may rely on.

The limitation of liability does not apply in the case of injury to life, body and health or other cases of mandatory legal liability.

Apollo Europe shall not be liable for items belonging to the renter which the renter does not take with him when returning the vehicle.

22. Limitation period

- 22.1 The Renter must immediately notify Apollo Europe of any obvious defects in the vehicle at least in text form. The timely dispatch of the notification by the Renter is decisive for compliance with the requirement of immediacy. If Apollo Europe was unable to remedy the situation as a result of the failure to notify the Renter, the Renter shall only be entitled to make claims if the Renter is not at fault.
- 22.2 All contractual claims of the Renter shall become statute-barred within 12 months, calculated from the statutory commencement of the limitation period, unless the damage is caused by injury to the life, body or health of the Renter or in cases in which Apollo Europe, a legal representative or a vicarious agent has caused the damage intentionally or by gross negligence. If claims have been asserted by the renter, the limitation period is suspended until the day on which Apollo Europe rejects the claims in writing.

- 22.3 Claims for damages by Apollo Europe due to change and deterioration of the rental object become statute-barred at the earliest after the expiry of 12 months, beginning in principle with the return of the vehicle to the agreed rental station. If the accident was recorded by the police, claims for damages by Apollo Europe against the Renter shall only become due after Apollo Europe has had the opportunity to inspect the investigation file. However, the limitation period begins at the latest 6 months after the return of the vehicle. Apollo Europe is obliged to make immediate and emphatic efforts to inspect the file and to inform the renter without delay of the time at which the file is to be inspected.

23. Non-Smoking Vehicles

Smoking is strictly prohibited in or in the immediate vicinity of Apollo Europe vehicles. If smoking is contravened in the vehicle, a contractual penalty of €600 will be due to cover the costs of cleaning and odour removal.

The hirer is at liberty to prove that no damage or only a lesser amount of damage has been caused.

24. Pets

All Apollo Europe vehicle types are pet friendly.

Pets may only be carried in the vehicle with the express consent of Apollo Europe. A maximum of 2 dogs may be carried per vehicle (subject to approval). In the event of pets being carried with permission, an additional charge will be made in accordance with Apollo Europe's current price list. The hirer is solely responsible for ensuring compliance with the relevant animal welfare, transport, vaccination and transport/entry regulations. The Hirer shall be liable for any cleaning costs incurred as a result of non-compliance or breach of these regulations, as well as any loss of profit incurred by Apollo Europe as a result of any extended downtime caused by the required cleaning.

25. Disclaimer for Vehicle Illustration

Apollo Europe's brochures, websites and promotional materials contain only representations of our vehicles. Pictures, images, descriptions and dimensions of the vehicles may differ from the vehicle offered to you as a result of modifications and/or upgrades. Apollo Europe is not responsible for such differences.

26. Data Protection

- 26.1 Apollo Europe collects, processes and uses personal data of the Renter and the Drivers for the purpose of fulfilling the rental contract as the responsible body within the meaning of the European Data Protection Regulation (DSGVO) and the Federal Data Protection Act (BDSG).
- 26.2 Such data may be transferred for contractual purposes between Apollo Europe and its contractual partners/licensors/franchisors and to other commissioned third parties (e.g., collection agencies, lawyers).



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- 26.3 In addition, personal contract data may be transferred to third parties, in particular to competent authorities, if there is a legal obligation or if this is necessary to protect the legitimate interests of Apollo Europe or a third party, in particular for the prosecution of criminal offences, and if there is no reason to assume that the Hirer's or Driver's interest worthy of protection in not being transferred outweighs this.
- 26.4 If the Vehicle is equipped with a GPS tracking system, Apollo Europe is entitled to determine the position data of the Vehicle and to locate and immobilise the Vehicle in the event of an alarm (theft, robbery, sabotage, violation of entry restrictions). Apollo Europe will use this data exclusively for the purpose of locating and immobilising the vehicle in the event of an alarm.
- 26.5 In addition, we refer to our separate data protection information, which you can find here www.apollocamper.eu.
- 27. Final Provisions**
- 27.1 The place of performance is the registered office of Apollo Europe or the agreed rental station.
- 27.2 Amendments to these General Terms and Conditions and additional agreements must be made in text form by both parties in order to be effective, insofar as they relate to verbal agreements made prior to and at the time of the conclusion of the contract. Declarations by third parties have no influence, in particular no binding effect on the rental relationship between Apollo Europe and Renter.
- 27.3 The contract concluded between Apollo Europe and the Renter shall be governed exclusively by German law. The provisions of the rental agreement shall prevail, and the statutory provisions shall apply in addition and in the alternative.
- 27.4 If any provision is or becomes void, the validity of the other provisions shall not be affected.
- 27.5 If the Hirer is a merchant within the meaning of the German Commercial Code (Handelsgesetzbuch), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all claims arising from or on the basis of this contract shall be the place of business of Apollo Europe. The same shall apply to persons who do not have a general place of jurisdiction in Germany or persons who have moved their place of residence or habitual abode outside Germany after conclusion of the contract or whose place of residence or habitual abode is unknown at the time the action is brought.
- 28. This document is a translation of the German Apollo Europe Terms & Conditions. In the event of any inconsistency between the German and the English and of this document, the German version alone shall prevail.

Apollo Europe does not participate in, and is not obliged to participate in, any dispute resolution proceedings before a consumer arbitration board pursuant to the German Consumer Dispute Resolution Act (VSBG).

1. Signed by _____
Renter: _____
Name: _____

2. Signed by _____
Renter: _____
Name: _____

3. Signed by _____
Renter: _____
Name: _____

4. Signed by _____
Renter: _____
Name: _____

5. Signed by _____
Renter: _____
Name: _____

6. Signed by _____
Renter: _____
Name: _____

Branch Person: _____

Date: _____

Notice pursuant to § 36 Consumer Dispute Settlement Act (VSBG):