

Direct Version 2 – 08 April 2019

Thank you for choosing Apollo for your next holiday, we look forward to providing you with a fun, simple, safe & adventurous holiday experience you will remember.

Here are the details you need to know when planning for the year ahead.

Valid 1 April 2019 - 31 March 2020

- For available products and vehicle specifications please visit our website at <https://www.apollocamper.eu>
- Rental nights are calculated on a 'per night' basis.
- Rates are in Euro and include 19% Value Added Tax.
- Not all rates and terms apply to group bookings. Group bookings consist of 4 or more RVs travelling together and should be directed to info@apollocamper.com
- For ease at pick-up please specify the correct number of guests (and ages of children if applicable) and include correct contact details on all bookings.
- RVs are 1 year old

Multiple Rentals

We love to reward our long-term road trippers so consecutive rentals, within a 3-month period, in Germany, United Kingdom of Great Britain, Ireland, United States of America, Australia and New Zealand on Star RV, Apollo, Cheapa Campa and Hippie can be combined to obtain a long-term discount rate. If drop-off of an RV and pick-up of a new RV occurs on the same day then a day will be charged for each RV. Multiple rentals are considered separate rentals under the one-way fee and minimum rental period conditions apply.

Driver's Licence and Minimum Age

Drivers must be 21 years of age. A current and full motor vehicle driver's licence and an identity card or passport is required to be shown by all drivers at time of pick-up. A provisional licence will not be accepted. If the driver licence is not in the German language or issued in the EU or EWR (including Switzerland), then an international driver licence is required. The driver licence must have been held for at least two years and be valid for the whole length of the rental. The original driver licence must be shown at time of pick-up when the driver is present. If no suitable driver licence is shown at the time of pick-up, the lessor may withdraw from the rental agreement at your cost.

Rate Inclusions

To make things as comfortable as possible for you, our rates include: unlimited kilometres, VAT, Safety package (**warning triangle, reflective safety jackets, first aid kit and beam deflectors**), free extra drivers, gas bottle, kitchen kit, Standard liability of €1,500 for the Duo Plus, €2,000 for the Family Traveller, Family Traveller Plus and Family Voyager, and Third-Party Liability Insurance.

Discounts

Guests who love road trips as much as we do and travel for more than 21 nights receive 5% off daily rates. This is also available to guests with multiple bookings.

Booking Alterations

At Apollo we understand that sometimes things change. If this is the case, any changes made to a booking will be calculated by using the higher one of two rates, either the original Flex Rate or the Flex Rate current at the time of booking alteration.

The following are considered as a booking alteration:

- Change to pick-up or drop-off dates
- Change of RV category
- Change of rate scheme including special rates

If the rate scheme or RV category is changed, it is considered a new booking and cancellation fees may apply to the original booking.

If there are any last-minute alternations made within 14 nights of pick-up we will be happy to accommodate these, however due to the short notice if the holiday is shortened the number of nights originally booked will be charged for.

If the pick-up or drop-off location is altered within 14 nights of pick up, a relocation fee may also apply.

Extending a Road Trip

If you get swept up in the adventure of a road trip and want to extend your booking whilst on the road, you should first contact our friendly Reservations team who will be happy to advise if the extension is possible, and the costs associated. To secure an extension, the extra costs (calculated on the current rate of the day), will need to be paid by credit card, either over the phone or at an Apollo Branch at the time of extension. Of course, any long-term discounts in place will continue to apply to the booking.

We will always do our best to accommodate any extensions; however, it is subject to availability of our fleet.

Change of RV

We understand guests' needs are different and therefore our RVs can be requested by category, however not by make or model. We always do our best to accommodate requests, however should the RV booked be unavailable due to unforeseen circumstances, we will substitute the booked RV with an alternative available RV at time of pick-up, at no extra cost. Any changes made to the booked RV and agreed to by or requested by you do not entitle you to a refund.

In the event of no alternative RV being available to you, Apollo's liability is limited to a refund of the hire charge or in the case of mechanical failure (unless caused by you) the remainder of the hire period.

Pre-register Online

Guests are required to register online in advance on <https://bookings.apollocamper.eu/prereg> . By completing the required pick up information ahead of the pick-up date you will experience a smoother and quicker RV collection process.

Getting to and from the Airport

Branches are conveniently located near major airports, making pick-up and drop-off even easier for our guests. You can arrange transport to and from the airport via taxi but costs are not included or reimbursed.

Branch Hours and Public Holidays

Branches are open Monday to Saturday from 9am to 5pm. RVs can be collected Monday to Friday between 3pm and 5pm. They may be returned Monday to Friday between 9am and 11am. RV collection between 5pm and 7pm and return between 7am and 9am must be pre-arranged and will incur an additional €60 fee. Additional fees apply outside these hours and there is no refund for late pick-up or early drop-off of the RV.

Pick up & drop off times as shown in the rental agreement are binding. On Saturdays collection & return are only possible by prior arrangement & will incur an additional charge of €60.

Branches will be closed Sundays and the following public holidays: Good Friday (19 April 2019), Easter Monday (22 April 2019), Labour Day (1 May 2019), Ascension Day (30 May 2019), Whit Monday (10 June 2019), German Unity Day (03 October 2019), Day of Reformation (31 October 2019). Branches will also be closed for the Christmas period from 23 December 2019 to 7 January 2020.

Dates are correct at time of release and are subject to change.

RV Introduction and Show Through

On pick-up, our staff provide you with a thorough RV show through with all the necessary information you need to know about the interior and exterior features of their RV. This ensures you are comfortable and confident with your RV before you start your road trip.

The motorhome may only be used on public roads.

The motorhome is to be treated gently and according to the relevant regulations and technical rules. The operating instructions/manuals must be observed. you must properly close the motorhome during an absence.

The relevant regulations, load regulations, vehicle dimensions (height, width, length) and technical rules must be observed. All vehicles have a maximum gross vehicle weight of 3,500kg, with the exception of the Duo which has a maximum gross vehicle weight of 3,300kg.

You are obliged to regularly check the operational readiness and traffic safety of the motorhome. In particular, you will monitor oil and water levels and tire pressure and correct if necessary.

The motorhome may not be used in particular:

- for motor sport purposes, in particular driving events in which it depends on the achievement of a maximum speed, or in the associated practice trips,
- for vehicle tests or driver safety training,
- for other purposes that result in excessive use of the motorhome,
- to driving school exercises
- for commercial passenger transport,
- for re-letting,
- for hire,
- to commit crimes, even if they are punishable only under the law of the crime scene and for the transport of highly flammable, toxic or otherwise dangerous substances.

Booking Duration

A road trip allows you to travel at your own pace. To ensure you get the most of your holiday a minimum seven-night booking period applies when pick-up and drop-off is from the same branch location. A minimum fourteen-night booking period applies for the peak period 3 July 2019 – 15 August 2019. Minimum booking periods may also apply during other peak periods.

One-Way Bookings

One way rentals are not currently permitted.

Travel Restrictions

Not all RVs are suitable for all driving situations, so it's important the right RV is chosen for the travel planned. Apollo at its discretion may restrict RV travel in certain areas due to adverse road or weather conditions, and the distance to nominated destinations in relation to the length of the rental period. For the safety of guests, the following travel restrictions are in place:

Prohibited Travel Areas

Travel in the following areas is strictly prohibited at all times:

- Unsealed and non-public roads.
- Any and all unnumbered roads and highways.

Travel Restricted Areas

Journeys into areas at war are prohibited.

Journeys within Europe only are generally permitted, unless it involves journeys to Cyprus, Greece, Russia, Belarus, Ukraine, Moldova, Turkey, Iceland, Greenland, the Canary Islands, Madeira or the Azores. Journeys into Switzerland, Norway, Andorra and Liechtenstein are allowed. Any exceptions to these provisions require the express and written consent of Apollo. The guest shall be solely responsible for ensuring familiarity with traffic legislation and laws of countries visited and observing all applicable traffic regulations in all countries visited and traversed during the rental duration.

You assume all responsibility for any expense or loss of time while traveling in restricted areas.

Returning the RV

The RV is your home away from home and for comfort, we recommend it's kept tidy throughout the road trip. The RVs need to be returned to the branch as they were taken, with the interior cleaned and holding tanks emptied. A charge of €150* will be charged for cleaning if the RV is not returned in a clean condition. A charge of €200* will be charged for toilets returned that have not been emptied. The RV exterior does not require cleaning unless it's covered with excessive dirt or mud, making it difficult for our team to see its return condition. Late returns will be charged at one night's rental regardless of circumstances. The depot must be notified immediately of any late return to prevent driving whilst uninsured.

Repairs

We understand that while on holiday the RV may require small repairs or small items included in the kitchen kit may need replacement. So as not to disrupt the road trip any further, if the damage was not caused by the guest, repairs up to €100 can be completed without authorisation and will be reimbursed. If repairs over €100 are needed, the Apollo Assist team needs to be informed prior to repair being completed.

All RVs are covered for 24hr mechanical emergency roadside assistance.

Infringements, Tolls and Fines

Apollo will pass on any charges you receive for traffic infringements, toll way or parking fines during their road trip. As compensation for Apollo's administrative costs incurred in connection with any administrative offences, criminal offences or any nuisance committed during the rental period, Apollo shall receive from you a flat-rate amount of €55* (incl. VAT) for each such enquiry.

Animals

Service animals are allowed to travel in our RVs with prior permission from Apollo.

Apollo offers one vehicle type as a pet friendly vehicle, the Family Voyager. Domestic pets may be carried only following express written consent of Apollo in specially designed vehicles equipped with permissible safety devices/ installations to be provided by you. An authorization charge of €7.50 per animal per day will apply.

You are solely responsible for ensuring compliance with the corresponding animal protection, carriage, vaccination and transit/ entry requirements. Carriage of domestic pets will require an additional special cleaning charge of €200. Cleaning costs incurred due to non-compliance or infringement of said regulations and any loss of profit consequently incurred by Apollo due to the extended downtime required shall be borne by you.

Smoking

Smoking is not allowed in our RVs. A penalty of €500* will be imposed for smoking inside the RV to cover the costs of sanitizing and cleaning.

Payment at Branches

For security reasons, we do not accept cash at Apollo branches. Apollo accepts credit card and debit card for charges paid on RV pick-up and drop-off. The security deposit is payable at pick-up by credit, debit or Maestro card.

Credit Cards

We accept Visa, MasterCard, American Express and Diners Club.

Travel Insurance

Apollo strongly recommends that guests ensure they take out the highest level of private Travel Insurance.

PROTECTION PACKAGE**Public Liability Insurance**

Public Liability Insurance is included in the nightly rental rate. The public liability insurance that covers the registered drivers is €5 million.

Property Damage**Conduct in the event of accident or damage**

In the event of any accident, loss or damage arising out of the use of the RV including damage to a third party vehicle, you must:

- Notify Apollo within 24 hours of the event;
- Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station;
- Complete the incident reporting form supplied in the RV in German or if it cannot be completed in German it must be translated to German at the branch on return and signed by you;
- Not make any admittance of liability or make a settle offer to other parties; and
- Assist Apollo in handling any claim arising from the event.

Liability of the guest

You are liable to Apollo for any damage to the RV or loss of the RV where you have caused such damage or loss at least negligently.

Such "damage to the RV" is understood to be, in particular:

- (i) Damage caused to the RV where the terms of rental agreement have been breached.
- (ii) Damage caused to the RV in any way by part or total water submersion or salt water.
- (iii) Damage caused due to a single vehicle roll over.
- (iv) Damage caused to the RV when using the RV in contravention of any legislation or regulation controlling vehicular traffic.
- (v) Damages caused by freezing / overheating e.g. overheating of RV or systems, plumbing or water systems.

- (vi) Damages caused to the overhead or underbody of the RV.
- (vii) Damages caused to tires, windscreen and mirrors of the RV.

In cases where you are liable for such damage or loss you are also responsible for (i) the cost of demurrage for the period the RV is unavailable due to repairs; and (ii) any costs relating to a change of RV. The cost of demurrage amounts 95% of the agreed nightly rent* for each day on which the damaged RV is not available to Apollo.

The above mentioned costs are due and payable at the time of reporting the event of accident or damage and not at the completion of the rental period.

In the event of minor negligence, you shall be liable during the agreed usage period solely up to the amount of €1,500 (for the Duo and Duo Plus) or €2,000 (for the Family Traveller, Family Traveller Plus and Family Voyager), per damage claim, so long as statutory provisions do not entail any further liability. If you delay return of the RV, from the commencement of delay you shall have unlimited liability in accordance with the legal provisions for any damage incurred.

The limitation of liability to the contractually agreed **deductible does not apply:**

- (i) For damage or loss intentionally caused by you;
- (ii) In case you deliberately infringes the contractual obligations stipulated above under “Conduct in the event of accident or damage”;
- (iii) For damages caused by neglecting proper operating procedures, e.g. incorrect fuel type and quality, ignoring oil or coolant levels, air pressure, etc;
- (iv) For damage caused by the incorrect use of snow chains;
- (v) For damage to the overhead or underbody of the RV; or
- (vi) For damage caused to tires, windscreen and mirrors unless Special Cover is taken.

In these cases, you shall be liable for the full amount of damages. If you cause any damage incident during the agreed usage period due to gross negligence, you shall be liable to Apollo for an amount commensurate to the severity of the negligence, up to and including the full amount of the loss. The burden of proof that gross negligence has not occurred lies with you.

Apollo is entitled to withhold the security deposit, until your liability and the amount of damage or loss has been finally determined.

Standard Liability

Apollo’s rental charge includes a Standard Liability of €1,500 for the Duo and Duo Plus, €2,000 for the Family Traveller, Family Traveller Plus and Family Voyager. Standard liability excludes any damage to the overhead, underbody, windscreen, tires and mirrors.

A security deposit of €1,500 or €2,000 will be collected at the time of entering into the rental agreement. The €1,500 or €2,000 will be pre-authorised to the credit card account or debited from the debit or EC card immediately. Credit, debit and Maestro card refunds including security deposit refunds can take up to 14 business days depending on the your financial institution.

Security Deposit

For security purposes, only a credit, debit or EC card in the name of the guest can be used to provide a security deposit. The card holder must be present and able to sign for the security deposit upon RV collection. The card holder must be the main guest on the rental agreement as is jointly and severally liable for any damage to the rental RV.

The security deposit is fully refundable when the RV is returned to the correct location on time, is full of fuel and all other terms of the rental agreement have been complied with. If there is damage to the RV on its return, the security deposit will be used to cover the cost of such damage up to the amount of the relevant Liability. However, if the terms of the rental agreement are breached and the security deposit is insufficient to cover the damage, extra costs will be charged.

Exchange Rate / Currency Variations

All transactions are conducted in Euros. Due to exchange rate fluctuations, there could be some variance in the amount refunded compared to the amount initially charged. Refunds by credit card can take up to 14 working days depending on your Financial Institution.

Value Added Services

Item	Price	Conditions
Bed set	€25 per person	Includes sheet, blanket, pillow, towel
Camp Chair	€10 per rental	-
Camp Table	€10 per rental	-
Child Seat	€25 per rental	-
Booster Seat	€15 per rental	-
Winter Tires	€150 per rental	Required for travel under winter conditions ¹ , whenever they occur.
Snow Chains	€99 per rental	Hireable extras
Drop and Go	€99	Simply return the vehicle neat and tidy and we will take care of the rest, including vehicle, cabin and bathroom cleaning.
Diesel	€5 per Litre + Service fee of €30	Applies when RV is returned without a full tank of fuel.
Toilet chemicals	€2.50 each	-
Collision Damage Waiver (CDW) 75%	€45 per night	Optional reduction of Standard Liability by 75% (€375 or €500 liability).
Collision Damage Waiver (CDW) 50%	€33 per night	Optional reduction of Standard Liability by 50% (€750 or €1000 liability).
All-inclusive bundle	€55 per night	Includes 75% CDW, Special cover, Bed set, Camp Table, Camp Chairs, Toilet Chemicals.
Special Cover	€13 per night	Includes Windscreen, Mirror & Tyres. Cover is limited to 1 Windscreen, 2 Mirrors or 2 Tyres after which normal replacement costs will be charged.

Additional products may be offered on pick-up.

Holiday Disruption Coverage

Should your motorhome holiday be disrupted by a mechanical breakdown as defined below (which does not extend to accident or damages caused by you), for more than 48 working hours after reporting to Apollo, you will be reimbursed up to a maximum of the gross nightly rental rate for each night affected until the problem is rectified. Failure of mechanical and accessories which includes living cabin air conditioner, water pump, shower/toilet, refrigerator, stove/grill must be assessed by a branch or authorized repairer. Reimbursement is only possible when Apollo has been contacted to rectify the problem and you cooperate to do so. Failure to notify Apollo acknowledges that the issues are of such a minor nature that you make no claim for loss of time in respect of their rental. Defects and repairs of Wi-Fi, travel devices, radio, TV, CD or DVD player, cruise control, etc. are not considered mechanical breakdowns and are excluded from Holiday Disruption Coverage.

Powered Site Bookings

Powered sites can be difficult to manage during high season. We recommend you make a reservation for at least a 7m RV, irrespective as to the size of the motorhome reserved, to avoid problems due to possible upgrades.

Ferry Travel Bookings

Ferry bookings can be difficult to manage during high season. We recommend you make a reservation for at least a 7m RV, irrespective as to the size of the motorhome reserved, to avoid problems due to possible upgrades.

Payment to Confirm Booking and Cancellation Terms

Excluding Hot Deal Specials and Prepay Option

Payment to Confirm Booking

Apollo requires a deposit of 30% of the rental price, minimum €300, (plus credit card fee) at time of booking. The remainder will be processed using the credit card on file 28 days prior to pick-up.

Bookings made less than 28 days prior to pick up require full payment at the time of booking and the full prepayment is non refundable if the booking is cancelled.

Cancellation Fees

- If cancelled 90+ nights prior to pick up – no cancellation fee.
- If cancelled 89 to 50 nights prior to pick up – 30% of rental price, minimum €300*.
- If cancelled 49 to 15 nights prior to pick up – 50% of rental price*.
- If cancelled 14 nights or less prior to pick up 80% of rental price*.
- If cancelled on day of pick-up or no-show - 95% of rental price*.

¹ In case of ice, packed snow, slush, black ice or frost vehicles will only be permitted on the roads if they are equipped with winter tires bearing the specific identifying marks.

Group Bookings (any rental that consists of 4 or more vehicles travelling together)**Payment to Confirm Booking**

20% deposit payable at time of confirming each vehicle

91 or more days prior to pick-up 20% combined deposit per rental (minimum of €250 per rental) paid up front at the time of booking. Balance due 90 days prior to pick-up.

90 or less days prior to pick-up 100% combined payment per rental at time of booking.

Cancellation Fees

- If cancelled 91+ days prior to pick-up – 20% of the combined rental (minimum of €250 per vehicle if 20% is less than €250).
- If cancelled 90 days or less prior to pick-up – 100% of combined rental (minimum of €250 per vehicle if 100% is less than €250).
- There is no refund for late pick up or early return of RV.

Original pick-up date or the earliest confirmed pick-up date is used to calculate the cancellation fee. Refunds by credit card can take up to 14 working days depending on the guest's financial institution.

Other Things You Need to Know

Apollo reserves the right to refuse any rental at our discretion.

The liability of Apollo for included or left-behind items within the RV of the guest, especially for damage or loss caused to any of your personal belongings is excluded.

Rental Company's Liability, expiry by limitation

The Rental Company bears unlimited liability for deliberate action and gross negligence. In the case of simple negligence the Rental Company is only liable for foreseeable loss/ damage typical of the type of contract concerned where there is a breach of an obligation the meeting of which is of particular importance for the achievement of the purpose of the contract (cardinal obligation). This standard of liability also applies in cases of obstacles to performance at the time of the conclusion of the contract.

The above limitations and exclusions of liability do not apply to claims under the terms of the German Product Liability Act or to claims based on injury to life, limb or health or infringements of liberty.

Claims which are not excluded according to paragraph 13.1 but were only limited in scope shall become statute-barred within a year of the end of the year of the claim being created and the circumstances justifying the claim and the debtor's identity being disclosed to the creditor or the creditor, without gross negligence, being considered to be aware of such circumstances or identity. With the exception of claims for damages which are based on loss of life, physical injury, health hazards or the loss of freedom and claims based on the product liability act, claims for damages shall become statute-barred with no consideration being given as to whether the creditor was aware of the circumstances and identity or, without gross negligence, should have been aware of such circumstances and identity - within five years of the end of the year in which the claim was created.

The Rental Company Terms and conditions apply. These are provided at the rental depot during pick-up and are published on our website. Additional price lists are published in each Rental Station.

Notice pursuant to § 36 of the Consumer Dispute Resolution Act (Verbraucherstreitbeilegungsgesetz– VSBG): The contracting party will not participate in a dispute resolution proceeding before a consumer arbitration body in terms of the VSBG, nor is it obligated to do so.

Data protection

Apollo processes personal data of you and business partners as a controller for the purposes of the performance of the rental agreement and for legitimate interests. This may include the transfer of the personal data to other Apollo entities and external third parties (such as subcontractors, business partners and service providers) located in third countries outside the EEA if necessary for these purposes.

In the context of its legitimate interests Apollo may process personal data of you/ business partner also for advertisement purposes. To the extent processing of personal data takes place for which no legal basis exists or consent may be necessary based on other legal requirements Apollo will obtain the consent of the data subject.

Data subjects have the right to access to their personal data vis-à-vis Apollo as controller, the right to rectification or erasure the right to restriction of processing of their personal data, the right to data portability, the right to object to processing of their personal data and the right to lodge a complaint with a supervisory authority. Where the processing of personal data is based on consent, data subjects have the right to withdraw their consent at any time.

For any data protection notice required by applicable data protection law and how data subjects may exercise their rights, Apollo refers to its data protection notice on its website available at <https://www.apollocamper.eu/en-gb/privacy>.

GPS Tracking System

The Rental Company's Vehicles can be equipped with GPS Tracking Systems.

Charges/Fees/Fines

The fixed amount of all charges/fees/fines marked with an asterisk * is valid, unless you prove that no damage has occurred at all or to a lesser extent.

Applicable Law

For all disputes arising out of or in connection with the rental agreement, the substantive law of Ireland will apply. Apollo points out that – under Art. 6 (2) Rome I Regulation (Regulation (EC) No 593/2008) – you also enjoy the protection under the mandatory provisions of the law, which would be applicable without this clause.

Final clause

Any alterations to the general rental conditions and supplementary agreements must be made in writing by both parties to be valid. Third-party declarations shall be excluded and in particular shall have no binding effect on the rental agreement between Apollo and you.

Should individual terms of this Agreement be ineffective or lose their effectiveness due to later circumstances or should an omission emerge in this Agreement, the legal effectiveness of the other provisions is not affected. The invalid contractual provision shall be replaced or the loophole filled by an appropriate provision which comes as close as possible to what the parties to the Agreement would have wanted, had they considered the point.

Rates/Terms/Conditions are subject to change without notice.

Enjoy the adventure, wherever it takes you.