

# CamperDays

## General Terms and Conditions

### I. General

1. These general terms and conditions, together with the booking details for the selected offer and the special rental terms and conditions for the selected campervan rental company, shall form the contractual basis between the Customer and CamperDays for all rentals of campervans via the website [www.camperdays.com](http://www.camperdays.com) as well as the telephone hotline. Insofar as the booking details or special rental terms and conditions contain provisions which deviate from these general terms and conditions, the provisions of the booking details and special rental terms and conditions shall be prevailing.
2. CamperDays itself does not have its own fleet of vehicles, but acts as an agent for various motorhome providers. The vehicle is supplied by the respective campervan rental company as well as its local contractual partners. The campervan rental company that is providing the rental on a subcontract basis shall be specified both in the booking details as well as also in the special rental terms and conditions. In this regard, CamperDays shall be entitled to commission third parties to fulfill its obligations.
3. The general terms and conditions shall be valid upon the conclusion of the contractual agreement. In this regard, the general terms and conditions may be reviewed, printed out or saved at any time on the website at [www.camperdays.com](http://www.camperdays.com).
4. The offer to conclude a rental contract is aimed exclusively at private individuals. CamperDays reserves the right to reject requests from companies.
5. The general terms and conditions (as well as the booking details or special rental terms and conditions) of CamperDays shall be valid to the exclusion of any other terms and conditions (including any deviating or opposing general business terms and conditions of the Customer).
6. For this contractual relationship, the statutory provisions of the German Civil Code regarding the rental of movables shall be valid insofar as the following provisions contain no special provisions. CamperDays shall not be liable for travel services or a combination of travel services (journey). The statutory provisions regarding a Travel Contract (particularly §§ 651 ff. German Civil Code) shall not be valid. The Customer shall carry out their journey independently and use the vehicle at their own discretion.

### II. Entering into the Rental Contract

1. A product comparison of the offers of different motorhome providers can initially be carried out via the website CamperDays. CamperDays does not guarantee that all motorhome suppliers on the market will be included in the product comparison. The ranking of the search results is always based on price (cheapest offer first). CamperDays does not allow motorhome providers to pay for an improved ranking. The prices are uploaded to the website by the providers. The prices are flexible and can

change at any time; CamperDays has no influence over this. It is not possible to adjust the price of the booking retrospectively.

An overview of all providers included in the price comparison can be found on the following page: <https://www.camperdays.com/partners.html>. CamperDays would like to point out that the motorhome providers whose offers can be found via the product comparison are exclusively companies. CamperDays does not allow bookings with private providers. None of the providers is a company associated with CamperDays within the meaning of § 15 of the German Stock Corporation Act (AktG). CamperDays does not act on behalf of the motorhome providers in the fulfillment of their service obligations (in particular the provision of the vehicle).

2. Following the price comparison, the customer has the option of sending a booking request for a camper hire to CamperDays. By completing the form fields and finalising the booking process, the customer submits a binding offer to CamperDays for the conclusion of a camper hire contract. In doing so, they undertake to provide truthful information – in particular regarding their identity (name and address) and the number of users (all travellers including children). In addition, the customer has the option to request an availability check or an offer for each vehicle shown (depending on whether availability is already known). By completing the form fields, accepting the CamperDays Terms and Conditions and finalising this process, the customer sends CamperDays a request for an availability check and/or offer. The customer agrees that their data may be stored so that CamperDays can provide them with the requested information for the desired vehicle by email or telephone, as well as a one-off reminder. Any offer made in this context is non-binding. Comparing prices, the customer has the option to send a booking request for a campervan rental to CamperDays. By completing the form fields and completing the booking process, the customer sends CamperDays a binding offer to conclude a campervan rental contract. In doing so, the customer is obliged to provide truthful information, in particular with regard to their identity (name and address) and the number of users (all fellow travellers including children). Moreover, the Customer shall have the option of submitting a non-binding enquiry for each displayed vehicle to CamperDays. Upon filling out the form fields, accepting CamperDays' general terms and conditions and concluding the enquiry process, the Customer shall submit an enquiry for a non-binding offer to CamperDays. The Customer acknowledges that their data will be stored so that CamperDays can send them a non-binding offer for the requested vehicle by email or telephone. The offer shall be considered to be non-binding.
3. The rental contract is only entered into once CamperDays has sent the booking confirmation (via email). With the written booking confirmation, the Customer shall receive the right to a campervan for the number of people specified at the time of booking (all fellow travellers including children), in the booked vehicle category, insofar as this is in accordance with Clause III. CamperDays expressly wishes to point out that specific vehicles are not booked, but rather vehicle categories. Solely the confirmed vehicle category shall be binding. No claim exists to a specific vehicle layout or to specific dimensions of the vehicle or its accessories. Solely the following shall be binding: Vehicle category, weight class, number of sleeping berths, type of transmission and fuelling option (diesel or petrol). Insofar as the booking details contain supplemental specifications, these specifications shall not be legally binding. However, the Customer shall have the option of requesting certain accessory features

before or after the booking is made. Insofar as they are confirmed by CamperDays in writing (via email), they shall be considered to have been agreed with binding legal validity. The Customer shall be obliged to promptly check the booking confirmation for accuracy that has been sent to them and to notify CamperDays and the campervan rental company of any errors made during the booking. A belated notification of errors or deviations cannot be considered and shall not provide a specific entitlement to withdraw from the rental contract.

4. During the booking process, the Customer can select supplemental services (such as camping chairs for example) to be paid for on-site (at the pick-up station). These supplemental services shall not become a component of the rental contract between CamperDays and the Customer. With regard to the additional services, CamperDays is commissioned by the Customer to negotiate the entering into of a contract between the Customer and the campervan provider and/or the pick-up station. The contract is entered into upon receipt of the binding confirmation from the campervan provider or the pick-up station. CamperDays shall be entitled to send the confirmation to the Customer. Moreover, the Customer shall have the option during the booking process to submit non-binding supplemental requests for the booking. These supplemental requests shall only then become a binding contractual component if they have been confirmed in writing by CamperDays (cf. also in this regard Clause 2.2).
5. Upon receipt of the booking confirmation, the Customer shall receive a voucher from CamperDays via email. The vehicle may be refused for collection if the booking is confirmed but the voucher is not presented. CamperDays would like to prevent that problems arise with regards to the receipt of the voucher. Insofar as the Customer does not receive the voucher or a notification via email that the booking could not be confirmed within 5 working days after the booking request is made, the Customer is advised to notify CamperDays of this set of circumstances in order to ensure that the transmission thereof has been properly made. Furthermore, the Customer shall be obliged to print out the voucher and present it when picking up the vehicle.
6. In the event that CamperDays does not confirm the booking within 5 working days via email, the Customer's commitment to the binding enquiry shall be rendered invalid.
7. CamperDays does not offer financial protection.
8. When renting abroad, the customer themselves is obliged to check the entry requirements (such as visa, validity of identity document) and requirements for proof of driving authorisation (e.g. international driving licence). In light of the global COVID-19 pandemic, the handover and return of the vehicle in particular may be subject to official or operational requirements. Customers should check with the motorhome provider in good time about the COVID-19 hygiene/access regulations when collecting and returning the vehicle.
9. CamperDays reserves the right to refuse a booking request without stating reasons.

### III. Vehicle and Replacement Vehicle

1. The reservation of the rented vehicle shall be valid only for the vehicle group – not for a specific vehicle model. The vehicle data stated in the rental terms and conditions describe an average vehicle in this vehicle group – not the vehicle which is actually provided to the Customer. There may be deviations – particularly with regards to the vehicle length (+/- up to 1.5m) and in the dimensions of the vehicle's bed. Insofar as the Customer requires specific minimum dimensions (e.g. in the case of the bed) or maximum dimensions (e.g. for the vehicle owing to restrictions on ferries or at camping sites), can only be guaranteed following written confirmation by CamperDays. It is recommended to submit the corresponding request before making the booking.
2. Unless a deviating provision has been agreed in the special contractual terms and conditions, in the case of insufficient availability, the following shall be valid: If the vehicle cannot be provided in the booked vehicle category at the time that handover is made, CamperDays and the campervan rental company reserve the right to provide a vehicle which is comparable or larger with regards to size and accessories. By doing so, the Customer shall incur no additional rental costs. The same shall be valid if the vehicle is destroyed through no fault upon the part of the Customer or it is foreseeable that its use will be impossible for an inappropriately long period owing to damage for which the Customer is not responsible. Termination upon the part of the Customer in accordance with § 543 Para. 2 No. 1 German Civil Code shall be excluded for these cases unless the provision of a replacement vehicle is unsuccessful, is delayed or is rejected by the Customer. Any higher ancillary costs incurred in this regard, e.g. ferry fees or road tolls as well as operational costs, shall be assumed by the Customer. Since CamperDays has no influence over the daily fleet of rental vehicles available to the campervan rental company, CamperDays always recommends that the Customer book a ticket for the largest vehicle category when making ferry or other reservations. Insofar as important valid interests of the Customer (e.g. the rental of parking spots for vehicles with limited dimensions) oppose this, they can reject the acceptance of a vehicle in a larger vehicle category as a contractual service. If the vehicle in the booked vehicle category cannot be provided at the time that handover is made and also no comparable or larger vehicle is available, CamperDays and the campervan rental company reserve the right to offer the Customer a smaller vehicle category. If the Customer accepts an available replacement vehicle in a smaller vehicle category, CamperDays and/or the campervan rental company by CamperDays' mandate shall reimburse the resulting price difference between the two vehicle categories. If a vehicle from a smaller category cannot be offered, CamperDays and the rental provider reserve the right to offer a vehicle from another rental station of the rental provider. If the rental provider is unable to provide a replacement vehicle and the customer does not accept an offer from another rental station, both CamperDays and the rental provider reserve the right to cancel the booking free of charge. Any payments made will be refunded to the customer by CamperDays.
3. If the vehicle is destroyed at the fault of the Customer or it is foreseeable that its use will become restricted or impossible owing to a set of circumstances for which the Customer is responsible, CamperDays and the campervan rental company may refuse to provide a replacement vehicle. In this case, a termination on the part of the

Customer in accordance with § 543 Para. 2 No. 1 German Civil Code shall be excluded. Furthermore, additional costs may be incurred owing to the breakdown (dock charges).

4. The Customer shall be obliged to handle the vehicle with due care and particularly to check the vehicle's condition on a regular basis in the case of intensive use. CamperDays wishes to point out that the use of a campervan is fundamentally different from the use of a passenger vehicle. Thus, as a rule, checks of the motor oil and tyre pressure on a more frequent basis are required. Based upon the vehicle model and use type, daily checks may be required. Thus, particularly in the case of vehicles with four-wheel drive (4wd), the wear-and-tear on the tyres can be so severe that it may be necessary to replace them during the rental period. The Customer shall thus be obliged particularly to check the tyre pressure and the profile thickness upon a regular basis, to ask the campervan rental company for the threshold values and to promptly contact the campervan rental company before reaching the threshold values in order to, as required, organise the replacement of the tyres.
5. As far as the age of the vehicle is stated in offers, this regularly refers to the period of time for which the vehicle has already been in rental.
6. The provider's vehicles may be equipped with a GPS tracking system.

#### **IV. Use Duration**

1. The customer shall be entitled to use the vehicle for the contractually-agreed duration. They are obliged to inform themselves in advance about the collection and return times (in particular opening hours and closure days/holidays of the stations). A later collection or earlier return of the vehicle is possible in individual cases, but must be requested individually by the customer and confirmed in writing by the campervan provider.
2. Insofar as the data within the parameters of the booking process or in accordance with the special rental terms and conditions contain no deviating provision, the day that the vehicle is handed over and the day of its return shall be counted as one rental day respectively.
3. An extension of the rental duration is possible only after having received the express written consent of the campervan rental company to do so. A continuation of use after the rental duration lapses shall also not in principle result in an extension of the rental contract even without CamperDays having lodged an express objection in this regard. The provision of § 545 German Civil Code shall have no express validity.
4. If the Customer does not return the vehicle to the agreed drop-off point at the agreed time, CamperDays shall be entitled to demand a use fee equal to the valid rental rate for the period of time the vehicle is withheld beyond the term of the contract. The fee for a late return of the vehicle cannot be quoted at the time of booking, as the campervan rental company calculates this on the basis of their current daily prices at the time of drop-off. Any more extensive damage compensation claims on the part of CamperDays shall remain unaffected. After the agreed use duration lapses, the Customer shall be liable in full scope in accordance with applicable law.

5. If the vehicle is dropped off before the end of the agreed rental period, the agreed rent is not reduced.
6. With regards to the handover and drop-off times, it must be kept in mind that they may deviate, for example, from typical check-in times at hotels. Thus, depending on the respective campervan rental company, a handover may possibly only then be made in the late afternoon and a drop-off must be made in the morning. It is recommended that the Customer carefully read through the rental terms and conditions before making their travel plans and, as required, have any handover and drop-off times confirmed in writing in advance by CamperDays.

## **V. Payment**

1. The rental price is shown in your booking details. Displayed prices may be in various local currencies. However, CamperDays processes all payments exclusively in the currency contractually agreed at the time of booking. Any additional costs such as, for example, supplemental fees, operating and fuel costs (petrol, diesel, AdBlue, gas, oil, electricity, among others), tolls, parking, camping as well as ferry fees, fines, local taxes and fees for locally-booked supplemental services shall not be included in the rental price and must be paid by the Customer on-site (as required, in the respective national currency). Insofar as, during the booking process, supplemental services are also booked which must be paid for on-site, they shall in principle not be included in the rental price and must be paid on-site. This encompasses services which are based upon a separate agreement between the Customer and the campervan rental company (cf. Clause II.3). In a few cases, the campervan rental company shall ask CamperDays to likewise collect the supplemental payment. In this case, the supplemental payment shall be separately indicated on the booking confirmation and it shall be expressly stated that this payment was already made in addition to the rental price to CamperDays.
2. Payment of the rental price can only be made by credit card (Mastercard and Visa), SEPA direct debit or by invoice. The choice of payment method and currency is made by the customer at the time of booking. For certain national currencies, only a payment method specified by CamperDays can be selected. The means of payment and currency cannot be changed unilaterally by the customer afterwards.
3. When the booking confirmation is sent, the credit card provided at the time of booking will be charged. The sending of the confirmation of the booking is considered an authorisation to charge the entire invoice amount to the relevant account with the credit card organisation. If the credit card is not charged, CamperDays is entitled either to send the customer an invoice or to withdraw from the contract.
4. When paying by credit card, the credit card provided at the time of booking will be charged when the booking confirmation is sent. Sending the booking is considered authorisation to charge the total invoice amount to the account in question at the credit card organisation. If the credit card charge fails, CamperDays is entitled to either send the customer a bank transfer request or to withdraw from the contract.

5. If the SEPA direct debit payment method is selected during the booking process, the booking amount will be temporarily blocked and debited within a few working days. The customer will receive a notification from the payment provider confirming that the payment has been initiated. Submitting the booking is considered an authorisation to collect the full invoice amount via direct debit from the specified account at the bank. If the debit fails, CamperDays reserves the right to either issue an invoice to the customer or withdraw from the contract.
6. Additionally, CamperDays offers the option to pay by invoice for certain national currencies. After the booking request has been confirmed by the motorhome provider, CamperDays sends an invoice with a request for payment on the date stated in the invoice. If no proof of payment is received by the stated date, the customer is in default of payment. CamperDays reserves the right to withdraw from the contract or to cancel the booking after a fruitless expiry of a grace period for subsequent performance. The cancellation conditions of these terms and conditions or the special rental terms and conditions apply. For short-term bookings, CamperDays reserves the right to only accept payment by credit card.
7. If the Customer enters into payment default, the payment default interest shall amount to 5 % above the base lending rate. CamperDays shall be entitled to charge the costs incurred to the Customer unless the Customer can document that CamperDays has incurred no or less expenditures and/or damages. If, in the case of the Customer's payment default, the commissioning of a debt collection agency or an enquiry to the Registration Office in order to determine a summonable address is required, then the Customer must also pay the resulting costs incurred within the statutorily-prescribed limits. CamperDays reserves the right to assert more extensive claims.
8. The Customer shall be obliged to, promptly and without this having to be requested, notify CamperDays of any changes in their billing address after entering into the rental contract and until the rental relationship has been fulfilled in full. In addition, the Customer shall be obliged to disclose the name and the address of an authorised driver or an unauthorised driver of the vehicle insofar as CamperDays has a rightful interest in the disclosure – particularly in the case of damage claims caused by the driver.
9. CamperDays advises that the prices quoted include VAT where the service is subject to VAT. In this context it should be noted that in the tourism sector services are sometimes subject to margin taxation and VAT may not be shown separately.
10. If, at the time of booking, a verifiable technical error, incorrect data transmission or an obviously incorrect price indication results in a significant discrepancy between the price shown at the time of booking and the actual price for the motorhome hire, CamperDays is entitled to inform the customer of this without delay. In such a case, the customer will be offered the choice either to proceed with the booking at the correct price (and therefore pay the price difference) or to cancel the booking free of charge. If the customer does not make use of either option within a reasonable period, CamperDays is entitled to cancel the booking. Any further claims remain unaffected.

## **VI. Special conditions for discount vouchers**

Unless expressly stated otherwise on the voucher itself or in the voucher conditions, discount vouchers apply only to camper bookings and not to the CamperDays online shop. If a voucher issued as part of a CamperDays voucher promotion is to be redeemed for a booking, the following special conditions apply in addition to – and where applicable in deviation from – these Terms and Conditions:

The voucher can only be redeemed for future bookings. It cannot be applied retrospectively to an existing booking. Vouchers cannot be used for a booking that has already been discounted as part of another promotion. The first day of hire (vehicle pick-up date) must fall within the validity period stated on the voucher. Only one voucher can be redeemed per booking. A voucher cannot be used for multiple bookings and, in particular, cannot be split across several bookings.

If no minimum booking value is stated on the voucher, it may be used for a booking whose value is higher than, equal to or lower than the value stated on the voucher. If the voucher is used for a booking whose value is lower than the voucher value, any remaining balance will be forfeited and cannot be paid out in cash. If a minimum booking value is stated on the voucher, it may only be redeemed for a booking whose value is equal to or higher than this minimum value. If, in exceptional cases, the requested booking is not confirmed, the voucher remains unaffected.

## **VII. Withdrawal / Cancellation / Rebooking**

1. It should be noted that there is no general legal right of withdrawal for rental contracts – unlike for package holiday contracts.
2. However, some of the campervan rental companies nonetheless prescribe a contractual right of withdrawal. Insofar as this is offered, this shall be mentioned in the special rental terms and conditions. CamperDays would like to point out that in the event of cancellation, usually only a percentage of the rental price (depending on the time of cancellation) is waived and the remaining amount is retained as a cancellation fee. In the case of cancellations at short notice, frequently the entire rental price shall be owed. The details shall be specified in the rental terms and conditions. The customer is at all times entitled to prove that no damage has been incurred or that the damage is lower than the cancellation fee charged. We would like to point out the following important point: A cancellation is only valid once it has reached us (see also time of receipt). We will confirm the cancellation in writing after receipt. Should the customer not receive a confirmation from CamperDays, it is possible that their cancellation has not reached CamperDays (for example due to a typing error when sending their email). The Customer is advised to contact CamperDays in order to confirm the receipt of their cancellation. The Customer shall be obliged to submit the cancellation request in writing (via email). In principle, the point in time when the campervan rental company receives the cancellation request shall be prevailing because the right of withdrawal shall be granted by it. In this regard, CamperDays shall, upon its receipt, forward the Customer's cancellation request to the campervan rental company. However, in order to enable the forwarding, it is necessary for CamperDays to receive the initial cancellation request during its business hours (Monday to Friday from 9 a.m. to 4 p.m. CET except for legal

holidays). If the receipt thereof is made outside of business hours, it shall be considered to have been received at 9 a.m. on the next working day. Upon its receipt, CamperDays shall send the cancellation request to the campervan rental company. With regards to the point in time when the campervan rental company receives the cancellation request, it must be kept in mind that this shall be done only during the campervan rental company's own business hours which may possibly be in a different time zone. Thus, it is recommended to send the cancellation with an appropriate run-up period. To cover the risk of cancellation, customers should consider taking out travel cancellation insurance.

3. Rebookings are not guaranteed. Rather, it is a discretionary decision by the campervan rental company. However, up to 14 days prior to pick-up, CamperDays will attempt, at the Customer's request, to ascertain the possibility of a rebooking with the respective campervan provider and to inform the Customer first of all about the conditions of a rebooking (in particular any fees and additional payments). Insofar as the Customer approves the terms and conditions, this shall constitute an offer to amend the rental contract. Insofar as CamperDays accepts this, the Customer shall then be sent a new booking confirmation and a new voucher. Moreover, where applicable, the credit card shall be charged the agreed fees and surcharges or an invoice shall be sent. It may be necessary that the Customer once again provide their credit card data. CamperDays will send the customer a corresponding link for this purpose. It may also be necessary to cancel the original booking for a fee and create a new booking as part of a rebooking.

CamperDays reserves the right, from the third rebooking request onwards, to make processing of such requests conditional upon the customer's agreement to pay €75 additionally (or the corresponding amount in the chosen currency), but not more than 10% of the booking value. Once a corresponding rebooking request has been received, CamperDays will first inform the customer of this, and the customer can then decide whether they wish the rebooking request to be processed subject to this amount. The €75 payment (or the corresponding amount in the chosen currency) is applicable regardless of whether the motorhome provider agrees to the rebooking or rejects it. CamperDays points out that further costs may arise as a result of a rebooking. The €75 payment (or the corresponding amount in the chosen currency) will not be applicable if CamperDays or the motorhome provider has given cause for the customer's rebooking request through a subsequent change to the booking.

4. Moreover, it is pointed out that a legal right of cancellation does not exist. We wish to point out that, with regards to the obligation in accordance with Art. 246 § 1 Para.3 No. 1 Introductory Act to the German Civil Code, particularly no right of cancellation for distance selling agreements exists because the exception of § 312g Para. 2 No. 9 German Civil Code becomes effective.

## **VIII. Vehicle Handover and Vehicle Drop-Off**

1. The vehicle must be picked up and dropped off on the respectively-agreed date (at the respectively-agreed time of day) at the campervan rental station stated in the rental contract (cf. also the aforementioned Clause IV). Unless the rental conditions provide otherwise, the customer is obliged to contact the local station no later than 2 weeks before the planned handover in order to coordinate the pick-up process.

CamperDays points out that, with some providers, pick-up is contactless. In some cases, online registration is required.

2. Upon the handover of the vehicle, a passport and a driver's license in their original forms must be presented. The requirements regarding the minimum age of the driver and, where applicable, the period of possession of a valid driver's licence differ between the various campervan providers and are therefore regulated in the special rental conditions, which also form part of the contract. Insofar as no requirements have been specified there, the following minimum requirements shall be valid: The driver must be at least 21 years old and possess a driver's license which is valid for the country where the rental is made as well as for the transit with the vehicle for the vehicle size. The Customer must ensure that only persons drive the rental vehicle who have been disclosed by name when making the booking via CamperDays, this has been confirmed and they fulfill the aforementioned terms and conditions. Moreover, the Customer shall be obliged to ensure that all drivers are registered on-site in the rental contract because this is a requirement for the permissibility of additional drivers. CamperDays wishes to point out that, in many cases, the possession of an international driver's license is mandatory.
3. A presentation of a valid driver's license by the Customer and/or the driver(s) when entering the rental contract and/or at the time of the handover shall be a requirement for the handover of the campervan. If, as a result of a failure to present the driver's license, there is a delayed handover, this shall be at the Customer's expense. If the driver's license is presented neither within the agreed handover time frame nor within an appropriate extension period, CamperDays shall be entitled to withdraw from the rental contract. The cancellation terms and conditions of Clause VI. shall apply.
4. When picking up the vehicle, the customer is obliged to check that the rented vehicle is in a contractually compliant, damage-free condition, that the fuel and other levels have been correctly indicated, that the cleanliness has been indicated and that accessories and, if applicable, an environmental/toll sticker are present. Any damage, missing parts, soiling and insufficient fill levels detected by the customer must be reported to the motorhome provider/rental station before departure. For this purpose, a handover protocol is prepared or the information must be stored in a customer portal. If neither is available, the information is to be sent in writing by email to the motorhome provider and, if applicable, to CamperDays. The customer is responsible for thoroughly verifying the condition of the vehicle and its compliance with the checklist, particularly with regard to liability in the event of loss of equipment or damage to the vehicle. By signing, the customer acknowledges the recorded and contractual condition of the vehicle. The condition of the vehicle will also be checked and recorded upon drop-off. The information will also be recorded in writing and sent to the customer after drop-off.
5. Unless otherwise stipulated in the special rental conditions, the Customer undertakes to return the vehicle to the contractually agreed station at the contractually agreed time with a full tank of fuel, undamaged, cleaned inside (and outside if necessary) and in a properly logged condition (according to the handover protocol).

6. Insofar as the special rental terms and conditions contain no deviating provision, the following shall be valid for the return of a vehicle that has not been cleaned: If, upon the return of the vehicle, the Customer has not emptied and/or not cleaned the toilet, a lump-sum fee of 130 EUR shall be respectively owed. The Customer shall be at liberty to document that no damages whatsoever have been suffered or that only substantially lower damages have been suffered. If, upon its return, the vehicle has not been cleaned in its interior or only insufficiently cleaned in its interior, the incurred cleaning costs shall be billed and amount to at least 200 EUR. The Customer is entitled to prove that no damage has occurred at all or that the damage is significantly lower.
7. If the Customer declares to the campervan provider/rental station on site that they will not assert any claims for defects, this declaration shall also apply in the relationship between the Customer and CamperDays. This is due to the fact that if the Customer makes such a declaration and nevertheless asserts warranty claims against CamperDays on their return, CamperDays shall be deprived of the opportunity to assert these claims against the campervan provider/rental station, as these are based on the Customer's waiver. Insofar as the Customer wishes to assert claims (against CamperDays or the campervan provider/rental station), CamperDays expressly recommends that the Customer refrain from signing any waivers.
8. If the campervan rental company/the rental station pays the Customer a compensatory payment or it provides compensation for defects through the waiver of the assertion of payment claims or upgrades/supplemental services, these payments/compensations shall also be valid with regards to the same defect for the Customer's payment claims against CamperDays.

## **IX. Security Deposit**

1. The security deposit in the agreed amount in the rental contract must be paid upon pick-up of the vehicle generally via credit card (Visa or MasterCard). In rare cases, the security deposit may also be deposited via Debit Card subject to the express written confirmation on the part of CamperDays. CamperDays shall make itself available for corresponding enquiries.
2. The Customer shall be obliged, before picking up the vehicle, to find out the precise amount of the security deposit and the payment methods and ensure that the credit card has a sufficient balance. CamperDays wishes to expressly point out that the pick-up stations often do not accept debit cards although they are sometimes also referred to as credit cards colloquially. Moreover, as a rule, so-called "prepaid credit cards" are not accepted. When paying by credit card, it should be kept in mind that, where applicable, the PIN is required and credit card fees may be incurred. Furthermore, it should also be kept in mind that the security deposit must be paid in the respective national currency and there may be foreign currency fluctuations during the time frame between the provision of the security deposit and its repayment. In addition, it should also be kept in mind that the rental station and possibly the institution issuing the card may sometimes charge credit card fees both for debits as well as repayments. These fees shall not be reimbursed by CamperDays. Without a security deposit, the campervan rental company/the rental station shall not

be obliged to provide the vehicle. Moreover, in the event that a damage event occurs during the rental period, the campervan rental company shall be entitled to demand another security deposit.

3. If the vehicle is returned properly (specifically undamaged and on time) and in accordance with the contract, the deposit will be refunded after the final settlement has been made. All additional costs incurred (e.g. cleaning costs, refuelling costs, costs for the elimination of damage) shall, upon the return of the vehicle, be deducted from the security deposit insofar as these costs must be assumed by the Customer. Any repair costs incurred as a result of a damage event may be billed by the campervan rental company upon the basis of a cost estimate. Until final clarification of the amount of the costs and the burden of bearing the costs, the campervan provider has the right to retain the security deposit. If the claims arising from the rental contract are paid by credit card, the signature of the cardholder shall be deemed to be authorisation to charge the entire invoice amount to the relevant account with the credit card organisation. This authorisation shall also apply to subsequent debits as a result of damage caused culpably by the Customer (up to a maximum of the contractually agreed excess) and administrative offences and penalties of the Customer, including the follow-up costs attributable to the Customer (in particular towing costs).

#### **X. Insurance**

1. With regards to insurance, the terms and conditions specified in the booking terms and conditions and special rental terms and conditions shall be valid.
2. Insofar as the rental is made abroad, it must be kept in mind that the country-specific insurance coverage may possibly deviate from European standards with regards to the scope of damages and damages excluded from insurance coverage. Thus, in some instances, the liability for certain vehicle components (e.g. underbody) may be excluded from insurance coverage. The Customer shall be obliged to review the scope of insurance coverage before making the booking and to familiarise themselves with the local conditions (including also the road traffic rules and regulations) before the handover of the campervan.

#### **XI. Conduct in the Case of an Accident**

1. Unless otherwise specified in the special rental terms and conditions, the following procedure applies in the event of damage or a defect (hereinafter collectively referred to as damage), such as a toilet that is not working or water ingress during rain. Neither CamperDays nor the motorhome provider can rectify the damage if it is not reported. The motorhome providers regularly provide a telephone number that can be used to report damage. The customer is obliged to contact the motorhome provider by telephone immediately upon the occurrence of any damage (even if it is minor) and report the damage. For documentation purposes and to enable the motorhome provider to ask questions, the customer is also obliged to inform CamperDays immediately in writing of all details of the damage event, even in the case of minor damage, and to include the date and time of the telephone report and, if possible, the contact person at the motorhome provider. If a solution has not been reached between the customer and the motorhome provider within 48 hours of the damage report, insofar as the rental terms and conditions contain further instructions for

claims, these are to be adhered to. CamperDays points out that motorhome providers often work with certain workshops and will ask the customer to contact such a workshop in the event of a defect or damage, even if there are other workshops in the immediate vicinity. Depending on the country and region (e.g. the Australian outback), this may require longer journeys. If the customer is offered an appointment at a garage or a replacement vehicle, the customer must accept this as they are subject to a duty of cooperation. The costs for repairs are to be paid by the customer and will be reimbursed upon presentation of receipts when the vehicle is dropped off. If the customer refuses to visit a garage or to accept a replacement vehicle, they will be in breach of contract and will not be entitled to a refund.

2. It is the customer's responsibility to be contactable during the trip in order to have the defect rectified, e.g. to make an appointment with a garage. The rental company cannot be held responsible for failed attempts to contact the customer due to insufficient availability.

## **XII. Conduct in the event of damage or the occurrence of a defect**

1. Unless otherwise stated in your rental agreement, report all damage or defects (e.g., broken toilet, water leaks) to the rental provider immediately by phone, even if minor. The rental provider will usually provide a phone number for reporting. Keep detailed records, and also notify CamperDays immediately in writing (email), including the date and time of your phone call and the name of the person you spoke with at the rental company, if possible.
2. If the rental provider does not resolve the issue within 48 hours (or as per your rental terms), also notify CamperDays in writing (email). Failure to promptly notify CamperDays may affect your rights.
3. Follow any additional claims procedures outlined in your rental agreement. Rental providers often work with specific repair shops; you may be asked to use one, even if others are closer. This may require significant travel, especially in remote areas. If the rental provider arranges a repair or offers a replacement vehicle, you must cooperate. You are responsible for repair costs, which will be reimbursed upon return of the vehicle with proof of payment. Refusal to cooperate constitutes a breach of contract and forfeits any refund.
4. You are responsible for being contactable throughout your trip to arrange repairs (e.g., scheduling a repair shop appointment). The rental company is not responsible if they cannot reach you due to unavailability.

## **XIII. Liability of CamperDays and the Campervan Rental Company**

1. CamperDays shall be liable for all damages insofar as coverage exists from the insurance policies entered into for the vehicle. For any damages not covered through insurance, if CamperDays fails to comply with this rental contract, it is responsible for any loss or damage the Customer suffers that is a foreseeable result of its breach of this rental contract or its negligence, but CamperDays is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of CamperDays' breach or if it was contemplated by the Customer and CamperDays at the time that this rental contract was entered into. CamperDays shall

assume no liability for objects and items which are left behind/forgotten when the rental vehicle is returned.

2. In particular when renting abroad, the liability of the campervan provider may be subject to further restrictions, which are often also included in the special rental conditions.
3. CamperDays shall provide no guarantee for the availability of campervans at the time that the booking is made. Only then when the booking is confirmed shall a binding agreement be considered to have been entered into. Customers are therefore advised to make any further separate bookings with hotels or airlines only after confirmation of the booking request.

#### **XIV. Customer's Liability**

1. Insofar as the special booking terms and conditions contain no deviating provisions, the Customer shall be liable to CamperDays for vehicle damage, vehicle loss and any more extensive damages suffered by CamperDays and the campervan rental company as a result of the violation of contractual obligations insofar as the Customer is responsible for the damages or loss in accordance with applicable law.
2. Insofar as a liability restriction to the contractually-agreed deductible was agreed, this shall not be valid for any damages intentionally caused by the Customer. In this case, the Customer shall be liable for the full amount of the damages suffered. The same shall be valid if the Customer has intentionally committed a violation with regards to the information provided about the driver's minimum age during the vehicle handover and the vehicle return as well as their behaviour with regards to the non-fulfillment of the contractual obligations that have been regulated for accidents or damage claims. In these cases, the Customer shall be liable for the full amount for all damages which they have caused.
3. For damages to the vehicle or to third parties that have been caused by animals being transported, the Customer shall be liable in accordance with applicable law.
4. If the rental is carried out by several customers, they are liable as joint and several debtors.
5. The Customer shall be obliged to reimburse CamperDays with regards to all fees, levies, monetary fines and other penalties incurred by CamperDays or the campervan rental company through the use of the rental vehicle for which the Customer is responsible.

#### **XV. Customer's Obligations**

1. Except in emergency situations, the vehicle may be driven only by the Customer themselves and/or the drivers listed in the rental contract. The Customer must personally appear to pick up the rental vehicle. Before handing over the campervan, the campervan rental company may demand the presentation of the original driver's license and/or personal ID.

2. The Customer shall be obliged, before handing over the rental vehicle to another driver, to verify that this other driver has been properly included in the rental contract, is in a suitable condition to drive the vehicle at the time of use and also possesses the required/valid driver's license and is not subject to a driving ban. Moreover, the Customer has the obligation to inform the driver of the validity and the content of the contractual provisions regarding the rental (particularly of the special rental terms and conditions, the general terms and conditions and insurance coverage) and to make the operation of the vehicle contingent upon their consent.
3. The vehicle must be handled in a careful and proper manner (particularly including the regular controlling of the oil and water levels as well as the tyre pressure, exclusive use of the prescribed fuel). It must also be properly operated in accordance with the relevant directives as well as properly locked. Insofar as a steering wheel locking device has been provided, this must be affixed upon leaving the vehicle. Moreover, upon leaving the vehicle, the Customer must take the vehicle keys and the vehicle's official documents with them and store them in such a manner as to prevent unauthorised access to them. The directives, loading guidelines, vehicle dimensions (height, width) and technical rules that are prevailing for use must be followed. The Customer shall be obliged to verify upon a regular basis that the rental vehicle is in a roadworthy condition. A violation of the obligation may result in the forfeiture or the restriction of the insurance coverage.
4. The following activities are forbidden without special written approval: The participation in motor sports events and vehicle tests; the transport of explosive, flammable, poisonous, radioactive or other hazardous substances and/or substances which constitute a risk to the vehicle or the passengers, the committing or participation in customs violations or other criminal acts even if they are not punishable in accordance with the law of the place where the violation was committed; the subleasing, transfer or lending of the rental vehicle; commercially transporting persons or the long-distance commercial transport; driving school drills, off-road travel; use which exceeds the contractual use – particularly on roads that are not intended for driving.
5. Travel in or in the immediate vicinity of war zones is not permitted. Driving the rental vehicle into a country other than the country in which the pick-up station is located shall be permissible only if written consent has been issued by CamperDays or the special rental terms and conditions contain a corresponding authorisation. Insofar as a drive across national boundaries is permissible, the Customer must independently review the road traffic rules and laws for the countries visited during the rental period as well as of the transit countries and fulfil the respective valid road traffic rules and laws. CamperDays wishes to point out that, in the case of travel via ferries and boats, the insurance coverage for water damage shall be restricted in some instances.
6. Repairs that become necessary to restore the operational and roadworthiness of the vehicle may be ordered by the Customer up to a value of EUR 75 without prior authorisation from CamperDays or the rental company at a specialist workshop. A written damage report is nevertheless required. In all other respects repairs may only be commissioned with the express written consent of CamperDays or the campervan provider. The campervan provider shall only reimburse the repair costs incurred and

approved in this way on presentation of the relevant original proof and receipts, and provided the Customer is not liable for the damage resulting in repair in accordance with the provisions of the rental conditions. In addition, the presentation of the replacement parts/old parts is required for reimbursement, provided that these are warranty parts (batteries, inverter, charger, water pump). Furthermore, the Customer is obliged to present the replacement parts/old parts to the rental station, provided they were available to them and return transport is reasonable.

7. If a repair shop appointment is organised for the customer or a replacement vehicle is offered, the customer must accept this as they are subject to a duty of cooperation. The costs for repairs are to be paid by the customer and will be reimbursed upon presentation of receipts at or after the drop-off of the vehicle. If the customer refuses a repair shop visit or the provision of a replacement vehicle, they will be in breach of contract and will no longer be entitled to a refund.
8. The Customer may make no technical modifications to the vehicle.
9. The Customer shall not be authorised to optically modify the vehicle – particularly to affix it with varnishing, adhesive stickers or adhesive foils. CamperDays wishes to point out that some local rental stations also permit the replacement of tyres only in a restricted fashion. In this regard, the Customer should review the rental terms and conditions.
10. Pets may be transported in the rental vehicle only subject to the express written consent of CamperDays and only in respectively designated vehicles with the permissible safety precautions to be provided by the Customer. The Customer shall be responsible for the fulfillment of the corresponding animal protection, transport, vaccination as well as transit and importing guidelines. The transport of pets may result in a cost-based special cleaning – particularly if the vehicle has pet odour, or animal hair/animal secretions are found. Cleaning costs which are incurred as the result of the non-adherence/violation of this policy as well as any profits correspondingly lost by CamperDays or the campervan rental company as a result of the temporary non-availability of the rental vehicle shall be assumed by the Customer.
11. In principle, only persons of adult age may be transported in the vehicle. The carriage of minors is only allowed if this is expressly permitted under the respective rental conditions of the provider or if CamperDays has confirmed its admissibility in writing prior to booking. The customer's indication during the booking process that children will be travelling, as well as the confirmation of the booking request, do not in themselves constitute any assurance or guarantee that the carriage of children in the specific vehicle booked is permitted.  
Responsibility for the lawful transportation of minors – in particular for the selection, suitability, correct installation and use of a restraint system permitted under the applicable local regulations (e.g. child seat) – lies exclusively with the customer. CamperDays therefore recommends that the customer bring their own child seat and obtain written confirmation from the motorhome provider in advance regarding the suitability of the specific model. The customer is obliged, before starting any journey, to independently check and ensure that any children travelling are properly secured. The option to request a child seat or booster seat during the booking process, as well

as any confirmation thereof, does not constitute any assumption of responsibility for the suitability, functionality or legal admissibility of the restraint system used. Even if a child seat is provided by the motorhome provider, the customer remains solely responsible for checking its suitability for the respective child and for its correct installation in the vehicle. A guarantee of availability or suitability of a specific restraint system only exists if such a guarantee has been expressly given in writing.

## **XVI. Data Collection, Processing and Use**

1. For CamperDays it is understood that personal data will be treated confidentially and all relevant provisions of data protection law will be taken into account. The following explains which data is processed in the context of the booking. By accepting the general terms and conditions, the Customer consents to the storage and use of the data to the extent described below.
2. All personal information entered during the booking process is transmitted using at least a 128-bit SSL encryption method.
3. The following data is collected and stored when booking a rental campervan: Title, first and last name, date of birth, email address, telephone number, credit card number and card expiry date. CamperDays will only pass this data on to third parties to the extent that this is necessary for the processing of the booking and the collection of debts, for communication with the Customer and for the online check-in. The following personal data is transferred to the campervan provider: Title, first and last name, date of birth, email address and telephone number. For online bookings the IP address is used for prevention of misuse. The customer's email address is very important for the booking process, as all correspondence is handled paperlessly.
  - If the booking is confirmed, the Customer will receive a booking confirmation by email after the booking has been sent. This email is particularly important as it contains all booking documents and the invoice for the Customer's records.
  - Should any queries arise in the course of processing the booking, the Customer will first be contacted by email and only in urgent cases by telephone.
  - If online check-in is possible for the booking, we will inform the customer of this possibility by email.
  - In order to improve the service, CamperDays will inform selected customers of special promotions by email some time after the return of the rental campervan. If the Customer does not wish correspondence to take place after the booking confirmation has been sent by email, they may object to this at any time. There are no charges other than the transfer costs according to the basic rate. This can be done by using the unsubscribe link or by sending an email to [unsubscribe@camperdays.com](mailto:unsubscribe@camperdays.com) using the email address provided during registration.
4. Responsible office:  
CamperDays GmbH,  
Holzmarkt 2a,  
50676 Cologne  
Germany

5. The Customer may at any time request information in writing about the data stored about them. The request must be sent to the following address: CamperDays GmbH, Holzmarkt 2a, 50676 Cologne, Germany. Should the stored data be incorrect, a correction can be requested in the same way.
6. In addition, consent to the storage and processing of personal data may be revoked for the future in writing or by email. The revocation is to be addressed to: CamperDays GmbH, Holzmarkt 2a, 50676 Cologne, Germany or by e-mail: [unsubscribe@camperdays.com](mailto:unsubscribe@camperdays.com).

## **XVII. Copyright**

1. All texts and illustrations used on this Internet site are protected by copyright. Any reprinting and publication shall be permitted only if prior approval is obtained from CamperDays.
2. CamperDays reserves the right to modify the website at any time.

## **XVIII. Final Provisions**

1. In the case that provisions of this rental contract or of the general terms and conditions should be discovered to be or become invalid, in whole or in part, then the validity of the remaining provisions shall be unaffected. The contractual partners shall be obliged to replace such an invalid provision with such a provision which most closely corresponds to the commercial intent of the contractual partners.
2. The place of performance shall be the commercial residence of the agreed pick-up station.
3. With the exception of undisputed claims that have been legally established or are ready for decision, offsetting is excluded. The assignment of claims from the rental agreement to third parties is excluded, as is the assertion of such claims in one's own name.
4. The contract entered into between CamperDays and the Customer shall be governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods. The provisions of the booking details shall take precedence, followed by the special rental conditions, the general terms and conditions of business and, in addition and as an alternative, the statutory provisions.

## **XIX. Miscellaneous**

1. Storage of the contractual text: After a booking, the Customer shall receive an email with the data for their rental. If they should need this data once again, they can request them by telephone or via email from CamperDays (valid only for their booking of CamperDays' offers). The Customer is advised to print out all general terms and conditions which are valid for their booking or store the documents electronically. Should the general terms and conditions change in the meantime, the old version that is valid for them will not be saved. However, they may contact CamperDays at any time in order to request the general terms and conditions which were valid when they

made their booking. In order to do so, the Customer is advised to send CamperDays an email to [service@camperdays.com](mailto:service@camperdays.com).

**XX. Online Dispute Resolution**

We would also like to point out that we are not obliged to take part in dispute settlement proceedings before a consumer arbitration board and will not do so.

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