

Terms and conditions of the rental/accommodation contract

Dear guests,

these are the terms and conditions of the rental/accommodation contract with the Ostseecamping Fam. Heide, company Helga & K.P. Heide GbR, Strandweg 31 in 24369 Klein Waabs (hereinafter referred to as the landlord).

I. Conclusion of the accommodation contract

I.1 With the booking, which can be made in person, in writing, by telephone, fax or e-mail, the Guest offers the Lessor the binding conclusion of an accommodation contract.

I.2 The accommodation contract between the guest and the landlord shall be concluded with the booking confirmation.

I.3 The booking is made by the booking guest, also for all persons listed in the booking, for whose contractual obligations the booking guest is liable as for his own obligations.

I.4 The contract only becomes binding for the landlord when it is confirmed in writing or electronically. Telephone information, subsidiary agreements and other assurances of any kind whatsoever are non-binding and only form part of the contract if they are confirmed by us in the aforementioned written form.

II. reservations

II.1 Non-binding reservations, which entitle the guest to withdraw free of charge, are only possible with an express agreement to this effect with the landlord. If such an agreement has not been made, the booking in accordance with Clauses I.1 and I.2 shall in principle lead to a legally binding contract between the Owner and the Guest.

II.2 If a non-binding reservation has been agreed, the guest must inform the lessor by the agreed date whether the reservation is to be treated as a binding booking. If this is not done, the reservation shall lapse without any further obligation to notify on the part of the Lessor.

II.3 Amendments to the contract, such as subsidiary agreements and additions to the contract, as well as all legally relevant declarations, must be made in writing.

II.4 For insurance reasons, all accompanying persons must be named and given their date of birth when booking.

III. Prices/ Services

III.1 The valid price list is part of the rental/accommodation contract.

III.2. The prices stated in the reservation (II.) or the accommodation contract (I.) are final prices and include all obligatory additional costs for the rental objects/mobile homes, unless otherwise stated.

They apply per rental object.

III.4 Please refer to our price list for the amount of the rent and ancillary services. We will confirm them in writing. It is deemed to be firmly agreed. Changes in the actual length of stay do not reduce it. If discounts are claimed, only the highest discount rate applies. Any further granting of discounts is excluded.

III.3 The services owed to the landlord result exclusively from the content of the booking confirmation in conjunction with the valid price list. Should the statutory VAT change, this shall be adjusted accordingly in the rental price.

IV. Payment

IV.1 The landlord can demand a deposit according to the booking confirmation.

IV.2. camping: 100,- € deposit immediately after receipt of the confirmation. The balance is due 6 weeks before the start of the rental period.

IV.3. rental properties/mobile homes: 30% deposit immediately after receipt of confirmation. The balance is due 6 weeks before the start of the rental period.

IV.4 All payment dates are printed on the confirmation. We ask for punctual compliance, otherwise your booking will be at risk. If the payment dates are exceeded by more than 7 days, the landlord has an extraordinary right of termination without special prior notice. The guest has to bear the costs according to III.4.

V. Deposit:

The landlord makes the transfer of the holiday object dependent on a deposit. The deposit serves, among other things, to secure the interests of the landlord of the holiday home in the event of possible damage to the rented property or missing or inadequate cleaning. Every guest has to pay a deposit of € 200,- in the form of a direct debit mandate. Only when this direct debit authorisation has been received will the keys to the rented accommodation be issued. Should it transpire at the end of the stay that damage has occurred, then the amount in question plus a processing fee of € 20,- will be automatically debited from the guest's account. Should the value of the aforementioned deductions exceed € 200, the remaining amount will be charged to the tenant. Should no damage have occurred, the direct debit authorisation will be destroyed within three weeks after departure.

VI Arrival and departure

Camping: Arrival starts at 03:00p.m. Departure must take place by 12:00 noon.

Rental object/mobile home: Arrival is possible from 4:30 pm. The keys of the rental object will be handed out at the reception of the Ostseecampingplatz Heide from 04:30 p.m. onwards. On departure, please note the following: The object is to be handed over by you tidy and cleaned. This includes: vacuuming/sweeping the floor, cleaning the dishes, cooking pots, cutlery, etc., emptying the fridge, disposing of rubbish, and recyclables such as glass waste and plastic. If the property is not handed over properly, the final cleaning will be charged according to the current price list. The keys are handed over at the reception of the Ostseecampingplatz Familie Heide (see house rules) and must be handed over by 9:00 a.m. on the day of departure at the latest.

Early Bird Discount: For departures in the high season, tenants will be given the amount of 10,- € after handing over the key of the rental object on the day of departure before 8:00 am.

For departures after 9:00 a.m. on the day of departure, € 50 will be charged for each hour or part thereof. There will be no refund in the event of early departure.

VI.1. no-show/late arrival

In the event of arrival after 9:00 p.m., notification (info@waabs.de) is required. Refunds of payments already made are excluded. Otherwise, the pitch/mobile home will be allocated to someone else from 02:00 p.m. on the following day. Refunds of payments already made are excluded.

Mobile homes which are not occupied due to non-arrivals can be allocated to other parties by the site management without deduction. Refunds of payments already made are excluded.

VII Dogs/Pets

The bringing and keeping of pets is only permitted with the prior written consent of the agent and the payment of the corresponding fee. The agent reserves the right to withdraw the permission at any time if other guests feel inconvenienced by this. "Dangerous dogs" are not permitted. In accordance with the Law on the Keeping of Dogs (HundeG) of the State of Schleswig-Holstein, all dogs are now subject to compulsory electronic identification with a microchip under the skin that complies with ISO standards 11784/11785, as well as compulsory dog liability insurance: this applies to all dogs on the campsite premises, regardless of origin. Proof of this must be provided for each dog, the European pet passport must be carried and a copy must be deposited at reception or sent in advance electronically or by post with the registration. Dogs must never be left unattended in the rented accommodation. For bookings of rental properties/mobile homes with dogs, we charge a cleaning fee of 30,- €. Dogs must be kept on a leash throughout the entire campsite.

VIII Cancellation and rebooking

VIII.1 In the event of withdrawal, the Lessor's claim to payment of the agreed tour price shall remain unaffected. The Lessor shall take into account any other use of the accommodation and any expenses saved.

VIII.2 Depending on the date of receipt of a cancellation notice, the following rates shall be charged (in each case as a percentage of the tour price): up to the 75th day before departure - 25% of the tour price, up to the 45th day before departure - 40% of the tour price up to the 30th day before departure - 50% of the tour price, up to the 3rd day before departure - 80% of the tour price and thereafter or in the event of no-show - 100% of the tour price.

VIII.3 Cancellation of the booking must be addressed to the lessor and should in any case be made in writing.

VIII.4 Changes to the contract are possible in principle if the lessor agrees to them. In the case of changes (in the same calendar year) or amendments to the rental contract, a rebooking fee of 30, - Euro will be charged.

VIII.5 Extraordinary withdrawal and termination:

In the event of gross violations of the house rules, Helga & K.P. Heide GbR, as landlords, are entitled to extraordinary termination and the guest is obliged to leave the facility immediately. In this case, the guest has no right to a proportional reimbursement of the costs of the stay. Force majeure or other circumstances for which the landlord is not responsible make it impossible to fulfil the contract; -bookings are culpably made with misleading or false information about facts essential to the contract, e.g. about the person of the customer. the Lessor has reasonable grounds to assume that the use of the accommodation service may jeopardise the smooth running of the business, the safety or the public reputation of the Lessor, without this being attributable to the Lessor's sphere of control or organisation.

VIII.6 It is recommended to take out travel cancellation and interruption insurance.

IX. Liability

IX.1 The guest undertakes to treat the inventory or rental object and the stand location with care. He is also obliged to compensate the lessor for any damage caused by him. In this case, the additional claim is due immediately.

IX.2 The lessor is not liable for damage to property or losses incurred by the guest, his fellow travellers or visitors, unless the lessor or his vicarious agents have acted with intent or gross negligence. In particular, this does not apply to damage caused by flora, fauna or weather conditions.

In the event of burglary in a caravan, rented property/mobile home (locked), the guest's household contents insurance or luggage insurance shall be liable. A break-in must be reported to the police and the landlord as soon as it is discovered.

IX.4. The guest is also liable for his fellow travellers.

IX.5. The contractual liability of the landlord for damages which are not bodily injuries (including damages due to violation of pre-, secondary- and post-contractual obligations) is limited to three times the price of the stay.

IX.6 The lessor shall not be liable in the event of impairment prior to the commencement of the holiday or during the holiday or of the rented property due to force majeure.

IX.7. The lessor is not liable for incidents for which the guest himself is responsible and/or for which the persons accompanying the guest are responsible.

X. Complaints

The guest is obliged to inform the landlord immediately (within 24 hours after arrival) of any defects in the rented property/mobile home. If no response is received within the set period, the rented property is deemed to be free of defects. Claims for non-fulfilment of contractual services (in particular claims for a reduction in rent) are then no longer admissible.

XI. WiFi (Hotspots)

The provision is free of charge, voluntary and is not part of the contractually agreed service. The transmission speed may be subject to fluctuations and disruptions. As a rule, internet surfing and the sending and receiving of e-mails are made possible at various locations.

XII. Site Rules

The house rules and the rules of conduct and hygiene for the Corona Pandemic must be followed. We have posted these for our guests at the reception desk and published them on our homepage www.waabs.de. These are part of the general terms and conditions of accommodation. In case of non-observance of the house rules, the landlord is free to make use of his domiciliary rights and to withdraw from the rental contract with immediate effect. During the quiet hours from 10 p.m. to 7 a.m. and from 1 p.m. to 3 p.m., the barrier is closed and all vehicle traffic on the campsite grounds is prohibited. During the quiet hours absolute silence is required, radio, television, loud games, music and festivities in the tents and caravans are to be kept in such a way that they do not disturb the neighbours. Noise and music on the entire site is forbidden during quiet times. Driving on the site is only permitted with the registered vehicle at walking speed. The road traffic regulations apply to the entire site. We reserve the right to prescribe a fixed set-up order for camping, living and other units in order to be able to guarantee compliance with the legally prescribed minimum fire protection distance of 3 metres. In addition, the official regulations for camping and weekend sites in Schleswig-Holstein apply, which are displayed at the reception or can be viewed there. Planting of thuja and cherry laurel is prohibited. Open fires cannot be permitted under any circumstances for safety reasons. Only charcoal barbecues are permitted. Fire accelerants, such as spirit, are prohibited. Barbecue ashes may only be poured into the containers provided. Movement and ball games may not be played on the site or between the tents and caravans. A sports field is provided for this purpose. Electricity is only supplied to tenants who, as consumers, observe and maintain all VDE regulations. Electricity is supplied at the electricity meter. Unauthorised use will be punished by legal action. The reception and supervisory staff shall ensure that security, peace and order are maintained and that the campsite regulations are observed. Anyone who opposes these regulations is guilty of trespassing. A fine of 50,- € will be charged for any violation of the campsite rules or camping and weekend site regulations. Additional rules for annual pitches according to the annual pitch contract.

XIII Data protection

By making a binding booking and entering the campsite grounds, the guest declares that he/she agrees that his/her personal data collected within the scope of customer care will be stored and processed in the IT system of the landlord or the third party software provider commissioned by him/her for this purpose in accordance with the German Data Protection Act (DSGVO) for the purpose of fulfilling the accommodation contract as well as for guest communication and support. The guest acknowledges the data protection declaration of the landlord & agent, in which this is detailed and which is published at www.waabs.de/impressum. In the event of any incorrect behaviour on our part, please direct your concerns to info@waabs.de. The Hirer acknowledges that parts of the Premises are under video surveillance at several locations to protect against vandalism and that the video files are temporarily stored for analysis. The Lessor is entitled to take photographic recordings, in particular aerial photographs for marketing purposes. Insofar as persons or property of the Lessee are recognisable here, which are not in the foreground, the Lessee undertakes to consent to the use of the recordings.

XIV Miscellaneous

The guests are obliged to treat the object and its contents with care and only to use it with the contractually agreed number of persons. Reservation of errors: We reserve the right to correct errors such as printing and calculation errors. The place of jurisdiction for both parties is Eckernförde.

For Helga & Karsten Heide GbR, registered traders, for guests, for persons who do not have a general place of jurisdiction in Germany, as well as for persons who have moved their place of residence or habitual abode abroad after conclusion of the contract or whose place of residence or habitual abode is unknown at the time the action is brought, as well as for passive litigation.

Validity: as of 31.12.2020