

Terms and Conditions of the Rental / Accommodation Agreement

Dear Guests,

These are the contractual terms and conditions of the rental/accommodation agreement with **Ostseecamping Familie Heide oHG**, Strandweg 31, 24369 Klein Waabs (hereinafter referred to as “the Landlord”).

I. Conclusion of the Accommodation Agreement

I.1. By making a booking — which may be done personally, in writing, by telephone, fax, or e-mail — the guest submits a **binding offer** to the landlord to conclude an accommodation agreement.

I.2. The accommodation agreement between the guest and the landlord becomes effective upon issuance of a **booking confirmation**.

I.3. The person making the booking does so **on behalf of all persons listed in the booking** and is liable for all contractual obligations of those persons as for their own.

Unaccompanied minors, groups up to the age of 25, and more than six persons per pitch cannot be accommodated.

I.4. The contract becomes binding for the landlord **only when confirmed in writing or electronically**. Verbal information, side agreements, or other assurances are **non-binding** unless confirmed in writing as described above.

II. Reservations

II.1. Non-binding reservations that entitle the guest to cancel free of charge are only possible by **explicit agreement** with the landlord.

If no such agreement has been made, a booking according to clauses I.1 and I.2 constitutes a legally binding contract for both parties.

II.2. If a non-binding reservation has been agreed, the guest must inform the landlord by the agreed deadline whether the reservation should be treated as a binding booking.

If this notification is not received, the reservation expires automatically without further notice from the landlord.

II.3. Any amendments to the contract, including side agreements, additions, or legally relevant declarations, must be made **in writing**.

II.4. For insurance reasons, **all accompanying persons** must be listed by **name and date of birth** at the time of booking.

II.5.

The guest does not acquire the right to a **specific mobile home number**, only to a **type of accommodation**.

III. Prices / Services

III.1. The valid **price list** forms an integral part of the rental/accommodation agreement.

III.2. The prices stated in the reservation (II) or accommodation agreement (I) are **final prices** and include all obligatory ancillary costs for rental objects/mobile homes unless otherwise indicated. Prices apply **per rental unit**.

III.3. The services owed by the landlord are determined exclusively by the **booking confirmation** in conjunction with the **valid price list**. Should the statutory VAT change, the rental price will be adjusted accordingly.

III.4. The rental amount and any additional services are specified in the price list and confirmed in writing; these are considered **firmly agreed**. Changes in the actual duration of stay do not reduce the total price. If discounts apply, **only the highest discount rate** applies — multiple discounts cannot be combined.

IV. Payment

IV.1. The landlord may request a **deposit** as stated in the booking confirmation.

IV.2. Camping: The full rental amount is payable **in full at the time of booking**.

IV.3. Rental Properties / Mobile Homes: The full rental amount is likewise payable **immediately and in full upon booking**.

IV.4. If payment is delayed by more than seven days beyond the due date, the landlord has the right to **terminate the contract without prior notice**. The guest remains liable for any costs according to clause III.4.

V. Security Deposit

The landlord requires a **security deposit** as a condition for providing the holiday accommodation.

The deposit serves, among other purposes, to safeguard the landlord's interests in the event of damage to the property or insufficient cleaning. Each guest must provide a **deposit of €200** on site in the form of a **direct debit authorization (SEPA mandate)**. Keys to the accommodation will only be handed over once this authorization has been received. If damage is found at the end of the stay, the corresponding amount plus a **€30 handling fee** will be automatically deducted from the guest's account. If the value of the deductions exceeds €200, the remaining balance will be invoiced separately. If no damage has occurred, the SEPA authorization will be **destroyed within three weeks after departure**.

VI. Arrival and Departure

Camping Pitch: Arrival is possible from **3:00 p.m.**; departure must take place by **12:00 noon**.

Rental Property / Mobile Home: Arrival is possible from **4:30 p.m.**. Keys for the rental unit will be handed out from 4:30 p.m. at the reception of **Ostseecamping Familie Heide**. On departure, please note the following: The accommodation must be returned **clean and in good order**. This includes vacuuming/sweeping the floors, cleaning dishes, pots, cutlery, etc., emptying the refrigerator, and disposing of rubbish and recyclables such as glass and plastic. If the accommodation is not properly cleaned, a **final cleaning fee** according to the current price list will be charged, **plus a €30 handling fee**. Keys must be returned to reception **no later than 9:30 a.m. on the day of departure**.

Departures after 9:30 a.m. will incur a fee of **€50 per hour (or part thereof)**. No refunds are given for early departure.

VI.1 – Failure to Arrive / Late Arrival

If arrival is expected **after 9:00 p.m.**, notification is required (info@waabs.de). Otherwise, the pitch or mobile home may be reassigned to other guests from **2:00 p.m. on the following day**. Refunds for payments already made are **excluded**. Mobile homes that remain unoccupied due to non-arrival may be reassigned by the management without compensation. Payments already received will **not be refunded**.

VI.2 – Failure to Depart

Please remember that your camping pitch must be vacated by **12:00 noon** on your departure day so it can be prepared for incoming guests. If the pitch is not vacated on time, the landlord reserves the right to **clear the pitch at the guest's expense** and secure personal belongings. This will only occur in exceptional cases and after prior notice. To avoid inconvenience, please depart punctually or contact the reception in good time if you wish to extend your stay.

VII. Dogs / Pets

Bringing and keeping pets is permitted **only with prior written consent** from the landlord and upon payment of the applicable fee. The landlord reserves the right to revoke this permission at any time if other guests are disturbed. **“Dangerous dogs”** are not allowed. According to the **Dog Control Act (HundeG)** of the State of **Schleswig-Holstein**, all dogs must be **electronically microchipped** in accordance with ISO 11784/11785 and must have valid **liability insurance**. This applies to all dogs

brought onto the campsite, regardless of origin. Proof of both requirements must be presented for each dog; the **European Pet Passport** must be carried and a copy provided to reception, or sent electronically/postally in advance with the booking. Dogs may **never be left unattended** in the rental units. For bookings of rental properties or mobile homes with dogs, a **flat fee of €30** is charged. A **leash requirement** applies throughout the entire campsite.

VIII. Cancellation Policy, Flex Rate, and Right of Withdrawal

1. Flex Rate: We offer a *Flex Rate* option at a **10 % surcharge** on the total travel price. This rate allows flexible cancellation but is **non-refundable**. It must be selected at the time of booking and **cannot be added later**.

2. Cancellation with Flex Rate: If you have booked the Flex Rate, you may cancel **up to 14 days before the planned arrival date free of charge**. In this case, the total amount paid will be refunded **minus the Flex Rate surcharge**, which is non-refundable. If cancellation occurs **within 13 days before arrival**, the general cancellation terms below apply.

3. General Cancellation Terms (without Flex Rate): From booking date up to **60 days before arrival** → 50 % of the total price, From **59–30 days before arrival** → 70 % of the total price, From **29–2 days before arrival** → 80 % of the total price, **1 day before arrival, no-show, or early departure** → 100 % of the total price. **4. Rebooking:** Free rebooking is not possible. For any change (within the same calendar year), a **€30 rebooking fee** applies. All changes require written approval from the landlord. Rebooking during **high season A or B** and between **Ascension Day and Whit Monday** is not permitted. **5. Termination by the Landlord:** The landlord reserves the right to **extraordinarily terminate** the contract if serious violations of the site rules occur or in cases of force majeure.

In such cases, no refund of the travel price will be granted. **6. Right of Withdrawal:** For bookings of accommodation or camping services concluded via distance communication (letters, e-mails, telephone calls, or online), **no statutory right of withdrawal** exists pursuant to § 312g (2) No. 9 BGB. The same applies to bookings made spontaneously at the reception or via vending machines on-site. The provisions of § 537 BGB on non-utilization of rental services apply; cancellations are therefore possible only under the above conditions. **7. Travel Insurance:**

We recommend taking out **travel cancellation and interruption insurance**.

IX. Liability

IX.1. The guest undertakes to treat the inventory, rental property, and pitch **with care** and is obliged to compensate the landlord for any damage caused. Payment is due immediately.

IX.2. The landlord is **not liable** for damage to or loss of property belonging to the guest, their companions, or visitors, unless caused intentionally or by gross negligence of the landlord or their agents. This particularly includes damage caused by natural conditions, flora, fauna, or weather. Liability for personal injury (life, body, or health) caused by negligence remains unaffected.

IX.3. In the event of a break-in to a caravan or rental property (when locked), the guest's **household or travel insurance** applies. Any break-in must be reported immediately to both the **police** and the **landlord**.

IX.4. The guest is also liable for their accompanying persons.

IX.5. The landlord's contractual liability for damage that is not personal injury (including breaches before, during, or after the contract) is **limited to three times the total accommodation price**.

IX.6. The landlord is not liable for impairments or damages caused by **force majeure** before or during the stay.

IX.7. The landlord is not liable for incidents for which the guest or their companions are themselves responsible.

X. Complaints

The guest is obliged to notify the landlord of any **defects or deficiencies** in the rental property/mobile

home **within 24 hours of arrival**. If no notification is made within this period, the property is deemed **free of defects**. Claims for non-performance of contractual services (especially rent reduction) are then **excluded**.

XI. Wi-Fi (Hotspots)

The Wi-Fi service is provided **free of charge and voluntarily**, and it is **not part of the contractual accommodation service**. Connection speed may vary and interruptions can occur. In general, the network allows basic internet browsing and sending/receiving e-mails at various locations on the campsite.

XII. E-Bikes and E-Scooters

For safety reasons, it is **strictly prohibited to charge e-bikes, e-scooters, or other electric vehicles indoors**. Please use the designated **outdoor charging stations** for this purpose.

XIII. Site Rules (House Rules)

All guests must comply with the **house rules**, which are displayed at the reception and published on the website www.waabs.de. These rules are part of the general terms and conditions of accommodation. Failure to comply may result in the landlord **exercising the right of domicile and terminating the rental agreement with immediate effect**. During **quiet hours** from **10:00 p.m. – 7:00 a.m.** and **1:00 p.m. – 3:00 p.m.**, the entrance gate is closed and all vehicle traffic on the campsite is prohibited. Absolute quiet must be maintained during these periods — radios, televisions, music, games, and celebrations in tents or caravans must be kept at a level that does not disturb neighbors. Noise and music are **strictly forbidden** during quiet hours throughout the site. Driving on the site is only permitted with a **registered vehicle** and at **walking speed**. The **German Road Traffic Regulations (StVO)** apply throughout the premises. The landlord reserves the right to prescribe a **specific arrangement of camping units** to ensure the legally required **minimum fire safety distance of 3 meters**. Additionally, the **official regulations for camping and weekend sites in Schleswig-Holstein** apply and are available for inspection at reception. Planting of **thuja** or **cherry laurel** is prohibited. Open fires are **strictly forbidden** for safety reasons. Only **charcoal or gas grills** may be used. Accelerants such as spirit or alcohol are not permitted. Ash must be disposed of **only in the designated containers**. Ball games and other sporting activities are **not allowed between tents and caravans**; a **sports field** is available for this purpose. Electricity may only be supplied to tenants who comply with **VDE regulations**. Power is provided via a meter; unauthorized use of electricity may lead to prosecution. Reception and supervisory staff are responsible for maintaining **safety, peace, and order** and for enforcing the site regulations. Failure to comply constitutes **trespassing**. Any violation of the site or camping regulations will incur a **penalty of €50**. Additional rules for **annual pitches** apply according to the annual site contract.

XIV. Data Protection

By making a binding booking and entering the campsite premises, the guest agrees that their **personal data** collected during customer management may be **stored and processed electronically** by the landlord or authorized software providers in accordance with the **EU General Data Protection Regulation (GDPR)**. This data is used solely for the fulfillment of the accommodation contract and for guest communication and support. The guest acknowledges the landlord's **Privacy Policy**, which is available at: <https://www.waabs.de/ostsee-campingplatz-de/datenschutz/> For concerns or errors on our part, please contact info@waabs.de. The tenant acknowledges that certain areas of the campsite are **under video surveillance** to prevent vandalism and that video files may be **temporarily stored** for evaluation purposes. The landlord is entitled to take **photographic or aerial images** of the site for marketing purposes. If persons or property of the tenant appear in such images but are **not the main subject**, the tenant agrees to their use.

XV. Miscellaneous

Guests are required to **handle the accommodation and its contents with care** and to use it only for the **number of persons agreed** in the contract. **Errors and omissions excepted:** The landlord reserves the right to correct mistakes such as printing or calculation errors.

Place of jurisdiction: For both parties, the place of jurisdiction is **Eckernförde**.

This applies to the landlord (Ostseecamping Familie Heide oHG), commercial guests, and persons without a general legal domicile in Germany, as well as those whose residence or habitual abode is abroad at the time legal proceedings are initiated.

Valid from: August 1, 2025

This is a translation using AI to facilitate understanding. The German version is authoritative.