

Contractual conditions of the rental/accommodation contract

Dear Guests,

Below are the terms and conditions of the rental/accommodation agreement with Ostseecamping Fam. Heide, Helga & K.P. Heide GbR, Strandweg 31, 24369 Klein Waabs (hereinafter referred to as "the Landlord").

I. Formation of the Accommodation Agreement

- I.1. By making a booking, which can be done in person, in writing, by telephone, fax, or email, the guest makes a binding offer to the landlord to conclude an accommodation agreement.
- I.2. The accommodation agreement between the guest and the landlord comes into effect upon the landlord's confirmation of the booking.
- I.3. The booking is made by the guest for all persons included in the booking, for whose obligations the booking guest is liable as if for their own obligations. Unaccompanied minors, groups under the age of 25, and more than six people per pitch are not accommodated.
- I.4. The agreement becomes binding for the landlord only after it has been confirmed in writing or electronically. Verbal information, side agreements, or other assurances of any kind are non-binding unless confirmed in the aforementioned written form.

II. Reservations

- II.1. Non-binding reservations, allowing the guest to cancel free of charge, are only possible with an explicit agreement with the landlord. In the absence of such an agreement, the booking as per clauses 1.1 and 1.2 results in a legally binding contract.
- II.2. If a non-binding reservation has been agreed upon, the guest must inform the landlord by the agreed date whether the reservation should be treated as a binding booking. If not, the reservation will lapse without the landlord being obligated to notify the guest further.
- II.3. Changes to the agreement, such as side agreements or additions, and any legally relevant declarations must be made in writing.
- II.4. For insurance purposes, all accompanying persons must be named, along with their birth dates, at the time of booking.
- II.5. The guest has no entitlement to a specific mobile home number, only to a type of accommodation.

III. Prices/Services

- III.1. The valid price list is part of the rental/accommodation agreement.
- III.2. The prices stated in the reservation (II) or the accommodation agreement (I) are final and include all mandatory ancillary costs for the rental properties/mobile homes, unless stated otherwise. Prices apply per rental unit.
- III.3. The services owed by the landlord are exclusively derived from the content of the booking confirmation in conjunction with the valid price list. Should VAT change, the rental price will be adjusted accordingly.
- III.4. The rental price and ancillary services can be found in our price list and will be confirmed in writing. These are binding and non-negotiable regardless of changes in the length of stay. If discounts apply, only the highest discount rate is valid; additional discounts are excluded.

IV. Payment

- IV.1. The landlord may require a deposit as specified in the booking confirmation.
- IV.2. Camping: A deposit of €100 is due immediately upon receipt of the confirmation. The remaining balance is due six weeks before the rental begins. For online bookings, the total amount is payable

immediately.

IV.3. Rental units/Mobile homes: A deposit of 30% is due immediately upon receipt of the confirmation. The remaining balance is due six weeks before the rental begins. For online bookings, the total amount is payable immediately.

IV.4. All payment deadlines are listed on the confirmation. Please adhere to them, as delays exceeding seven days entitle the landlord to cancel the booking without further notice. The guest must cover costs per clause 3.4.

V. Security Deposit

A security deposit of €200 must be provided on-site via direct debit authorization before keys are handed over.

If damage occurs during the stay, the respective amount, plus a €30 processing fee, will be deducted.

If damages exceed €200, the balance will be invoiced.

If no damages are found, the direct debit authorization will be destroyed within three weeks after departure.

VI. Arrival and Departure

Pitch: Arrival from 3:00 PM, departure by 12:00 PM.

Rental unit/Mobile home: Arrival from 4:30 PM. Departure requires cleaning by the guest (e.g., vacuuming, dishwashing, trash disposal). Uncleaned units will incur a cleaning fee plus a €30 processing fee. Key return must occur by 9:30 AM on departure day.

Late check-outs beyond 9:30 AM are charged at €50 per hour. No refunds are provided for early departures.

VI.1 No-show/late arrival In the event of arrival after 21:00, notification (info@waabs.de) is required. Otherwise the pitch/mobile home will be reallocated the following day from 14:00. Refunds of payments already made are excluded.

Mobile homes that are not occupied due to no-shows can be reallocated by the site management without crediting. Refunds of payments already made are excluded.

VI.2 Non-departure

We would like to remind you that the pitch you are using must be vacated by 12:00 noon on the day of your departure so that we can prepare the pitch for subsequent guests.

If you do not vacate the pitch on time, we will be forced to clear the pitch at your expense and secure your property. This will only be done in extreme cases and after prior request to leave.

To avoid any inconvenience, please leave the pitch on time or inform us in good time if you wish to extend your stay.

VII. Pets

Bringing pets requires prior written approval and payment of applicable fees. Dangerous breeds are not permitted.

All dogs must have a microchip and liability insurance per state law. Documentation must be provided in advance or upon arrival.

Dogs must be leashed at all times and may not be left unattended in rental units.

VIII. Cancellation Policy and Flex Rate

1. **Flex Rate:** An additional 10% fee of the total trip price allows flexible cancellation. The Flex Rate fee is non-refundable.

2. Cancellations with Flex Rate up to 14 days before arrival are refunded minus the Flex Rate fee. For later cancellations, general cancellation terms apply.

3. **General Cancellation Terms:**

- Up to 60 days before arrival: 50% of the trip price is charged.
- 59–30 days before arrival: 70%.
- 29–2 days before arrival: 80%.
- Less than 1 day before arrival or no-show: 100%.

4. **Rebooking:** Free rebooking is not possible. A rebooking fee of €30 applies to any changes made after the original booking confirmation. Changes require written approval from the landlord. Rebooking during high-season periods (e.g., 26.05.2025 – 09.06.2025) is not permitted.

5. **Termination by the Landlord:** The landlord reserves the right to terminate the agreement in the case of gross violations of the house rules or extraordinary circumstances such as force majeure. No refund of the trip price will be granted in such cases.

6. **Right of Withdrawal:** Bookings made via remote communication (e.g., online, email, phone) are excluded from withdrawal rights under § 312g Abs. 2 Nr. 9 BGB. Stipulations under § 537 BGB apply for unused services. Cancellations are only valid under the aforementioned conditions.

7. Guests are advised to purchase travel cancellation or interruption insurance.

IX. Liability

IX.1. The guest must treat the rental property and its inventory with care and is liable for any damage caused. Compensation claims are due immediately.

IX.2. The landlord is not liable for material damage or losses incurred by the guest, their companions, or visitors, except in cases of intent or gross negligence by the landlord or their agents. This includes damages caused by natural elements such as weather.

IX.3. In cases of burglary into a locked rental property or caravan, liability falls under the guest's household or travel insurance. Any incidents must be reported immediately to the police and the landlord.

IX.4. The guest is also liable for their companions.

IX.5. The landlord's liability for non-personal damages (e.g., damages due to pre-, post-, or contractual breaches) is limited to three times the total rental cost.

IX.6. The landlord is not liable for interruptions or damages caused by force majeure (e.g., gas shortages).

X. Complaints

10.1. The guest must report any defects in the rental property to the landlord immediately (within 24 hours of arrival). Failure to report within this timeframe implies acceptance of the property as free of defects, and claims for non-fulfillment of contractual services (e.g., rent reduction) will no longer be entertained.

XI. Wi-Fi (Hotspots)

Wi-Fi is provided free of charge and voluntarily, and it is not part of the contractual agreement. Connection speeds may vary due to technical limitations.

XII. E-Bikes and E-Scooters

For safety reasons, charging e-bikes, e-scooters, or other electric vehicles indoors is prohibited. Guests must use designated outdoor charging stations.

XIII. Site Regulations

13.1. The house rules are binding and displayed at reception and on the website www.waabs.de. Violations may result in immediate termination of the rental agreement.

13.2. During quiet hours (22:00–07:00 and 13:00–15:00), the site's entrance barriers are closed, and vehicle traffic is prohibited. Noise, music, or celebrations must not disturb neighbors during this time.

13.3. Camping units must comply with the minimum fire safety distance of three meters. Open fires are prohibited; only charcoal grills are allowed.

13.4. The use of electricity is only permitted for registered users who comply with VDE standards. Unlawful use of electricity will be prosecuted.

XIV. Data Protection

By booking and entering the site, the guest consents to the storage and processing of their personal data for contract fulfillment and guest communication in accordance with GDPR. Full details can be found in the landlord's privacy policy (www.waabs.de/datenschutz).

Parts of the site are video-monitored for vandalism protection, and footage may be temporarily stored for evaluation purposes.

The landlord is authorized to take photographs and aerial footage for marketing purposes. Guests implicitly consent to the use of such images, provided individuals or their property are not the focal point.

XV. Miscellaneous

Guests must treat the rental property and its contents with care and only use it for the agreed number of persons.

Errors such as printing or calculation mistakes are subject to correction.

The place of jurisdiction for both parties is Eckernförde.

Effective Date: October 1, 2024

Helga & Karsten Heide GbR

This is a translation using AI for easier understanding. The German version applies.