



Ostseecampingplatz

Familie Heide ★★★★★

Klabauter Cabins – Holiday Rental Agreement 2024

Owner: Helga & K.P. Heide GbR
Strandweg 31, 24369 Waabs
Phone: +49 4352 – 2530
Fax: +49 4352 – 1398
E-Mail: info@waabs.de

Full Name (Tenant): _____

Guests: Full Name, Date of Birth (Month, Day, Year)

Address: _____

1. _____

Place of residence: _____

2. _____

Phone/Mobil: _____

3. _____

E-Mail: _____

4. _____

Vehicle Nr. Plate: _____

Additional desired services (bookable up to 4 days before arrival):

| | | | |
|------------------------------------|---------|--|-------|
| Bedlinen and towels | 13,50 € | Price per person | _____ |
| Final cleaning by departure | 30,00 € | one payment | _____ |
| Grill set (Charcoal grill + tongs) | 7,00 € | one payment | _____ |
| W-LAN Basic (up to 3 Mbit/s) FREE | | WLAN Premium for a fee (bookable at the reception) | |

Dogs are not allowed in the Klabauter cabins.

The following holiday rental contract for the Klabauter cabin will be for:

Arrival Date: _____ **Departure Date:** _____

Number of adults (over 18 yrs.): _____

Number of people (under 17 yrs.): _____

Rental Price: _____ **Euro**

Extra services: _____ **Euro**

Total amount: _____ **Euro**

The rental price corresponds to the daily price per night booked according to our price list.

The total amount includes Klabauter cabin rental and utilities (electric, water and waste disposal).

Please note that the initial supply of bed linen and towels is not included, you can also bring your own bed linen.

A detailed invoice will be issued to the tenant upon departure. All prices include the current statutory VAT.

Each guest must pay a deposit of € 200.00 in the form of a SEPA direct debit mandate (direct debit authorization) at the latest on site.

Payment: 30% upon receipt of the reservation confirmation.

The remaining payment must be made no later than 6 weeks before arrival.

For short-term bookings, the total amount must be transferred (please bring proof of payment with you).

Bank: Ostseecampingplatz Fam. Heide IBAN: DE89 2105 0170 0000 7376 01 BIC: NOLADE21KIE

Terms and conditions of the rental/accommodation contract

Dear guests,

These are the terms and conditions of the rental/accommodation contract with Ostseecamping Fam. Heide, Firma 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 makes a binding offer to the landlord to conclude an accommodation contract.

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

I.3 The booking is made by the guest making the booking, also for all persons listed in the booking, for whose contractual obligations the guest making the booking is responsible as for his own obligations. Unaccompanied minors, groups up to 25 years of age and more than 6 persons per pitch are not accommodated.

I.4 The contract shall only become binding for the landlord once it has been confirmed in writing or electronically. Information provided by telephone, ancillary agreements and other assurances of any kind 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 cancel free of charge, are only possible with a corresponding express agreement with the landlord. If no such agreement has been made, the booking in accordance with Sections I.1 and I.2 shall in principle result in a legally binding contract for the landlord and the guest.

II.2 If a non-binding reservation has been agreed, the guest must inform the landlord 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 notification obligation on the part of the landlord.

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

II.4 For insurance reasons, the names and dates of birth of all accompanying persons must be stated at the time of booking.

II.5 The guest does not acquire a claim to the provision of a specific mobile home number, but rather a house type.

III Prices/ Services

III.1 The valid price list is an integral 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 properties/mobile homes, unless otherwise stated. They apply per rental property.

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.

III.4 The amount of the rent and additional services can be found in our price list. We will confirm them in writing. It shall be deemed to have been firmly agreed. Changes in the actual length of stay do not reduce it. If discounts are claimed, only the highest discount rate shall apply. No further discounts may be granted.

IV. Payment

IV.1 The landlord may request a deposit in accordance with the booking confirmation.

IV.2 Camping: 100,- € deposit immediately after receipt of the confirmation. The remaining amount 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 you to pay on time, otherwise your booking will be jeopardized. If the payment deadlines are exceeded by more than 7 days, the landlord has an extraordinary right of termination without special prior notice. The guest must bear the costs in accordance with III.4.

V. Deposit:

The landlord makes the provision of the vacation property dependent on a deposit. The deposit serves, among other things, to secure the interests of the landlord of the vacation property in the event of any damage to the rental property or lack of adequate cleaning. Each guest must pay a deposit of € 200 on site in the form of a direct debit authorization. The keys to the rental accommodation will only be issued once this direct debit authorization has been received. Should it transpire at the end of the stay that damage has occurred, the amount in question plus a processing fee of €20 will be automatically deducted from the guest's account. If the value of the aforementioned deductions exceeds € 200, the remaining amount will be charged to the tenant. If no damage is incurred, the direct debit authorization will be cancelled within three weeks of departure.

VI Arrival and departure

Pitch: Arrival is possible from 15:00. Departure must take place by 12:00 noon. Rental property/mobile home: Arrival is possible from 16:30. The keys to the rental property will be handed out at the reception on the Ostseecamping Heide from 16:30. Please note the following on departure: You must leave the property tidy and clean. This includes: vacuuming/sweeping the floor, cleaning dishes, pots and pans, cutlery etc., emptying the fridge, disposing of garbage and recyclables such as glass waste and plastic. If the property is not left tidy, the final cleaning will be charged according to the current price list. The keys will be handed over at the reception of the Ostseecamping Familie Heide (see house rules) and must be handed over by 9:30 a.m. on the day of departure at the latest. Early Bird discount: For departures in the high season, tenants will receive the amount of € 10 after handing over the keys to the rental property before 8:00 a.m. on the day of departure. For departures after 9:30 a.m. on the day of departure, € 50.00 will be charged per hour or part thereof. There is no refund for early departure.

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 credit. 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 landlord and the payment of the corresponding fee. The landlord reserves the right to withdraw 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 must be electronically identified with a microchip under the skin, which complies with ISO standards 11784/11785, and must have dog liability insurance: This applies to all dogs on the campsite, 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 electronically or by post in advance with the registration. Dogs must never be left unattended in the rental properties. We charge a flat rate of €30 for bookings of rental properties/mobile homes with dogs. Dogs must be kept on a lead throughout the campsite.

VIII Cancellation and rebooking

VIII.1 In the event of premature departure, the landlord's claim to payment of the agreed travel price shall remain in force. The landlord shall be entitled to deduct expenses saved in the pitch area (waste water and electricity costs).

VIII.2 Depending on the date of receipt of a declaration of withdrawal, the following rates will be charged (in each case as a percentage of the travel price): up to 75 days before departure - 25% of the travel price, up to 45 days before departure - 40% of the travel price up to 30 days before departure - 50% of the travel price, up to 3 days before departure - 80% of the travel price and thereafter or in the event of no-show - 100% of the travel price.

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

VIII.4 Changes to the contract are generally possible if the landlord agrees. For rebookings (in the same calendar year) or changes to the rental contract, a rebooking fee of € 30 will be charged.

Rebookings can only be made in such a way that the minimum stay is maintained for the next subsequent booking.

VIII.5 Extraordinary withdrawal and termination: In the event of gross violations of the house rules, Helga & K.P. Heide GbR, as landlord, is entitled to extraordinary termination and the guest is obliged to leave the facility immediately. The guest shall then not be entitled to a pro rata refund of the costs of the stay. The landlord is also entitled to withdraw from the contract for good cause, for example if - force majeure or other circumstances for which the landlord is not responsible make it impossible to fulfill the contract; - bookings are culpably made with misleading or false information about essential contractual facts, e.g. about the person of the customer. The landlord has reasonable grounds to believe that the use of the accommodation service may jeopardize the smooth running of the business, the security or the reputation of the landlord in public, without this being attributable to the landlord's sphere of control or organization.

VIII.6 The conclusion of travel cancellation and interruption insurance is recommended.

IX. Liability

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

IX.2 The landlord shall not be liable for damage to property or losses incurred by the guest, his fellow travelers or visitors, unless the landlord or his vicarious agents have acted with intent or gross negligence. In particular, not for flora, fauna and weather-related damage. With regard to claims for damages, the liability for damages caused by gross negligence and for damages resulting from injury to life, body or health, which are based on a negligent breach of duty by the lessor or a vicarious agent, remains unaffected.

IX.3 In the event of a break-in into a caravan, a rental 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 travelers.

IX.5 The contractual liability of the landlord for damages that are not bodily injury (including damages due to breach of pre-contractual, ancillary and post-contractual obligations) is limited to three times the price of the stay.

IX.6 The landlord is not liable in the event of impairment before the start of the trip, during the vacation or of the rental property due to force majeure.

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

IX.8 In the event of force majeure, e.g. a gas shortage, no travel or rental defect can be derived from this. In this case, all sanitary facilities are to be used, except in Camp Heideby.

X. Complaints

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

XI. WLAN (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, surfing the Internet and sending and receiving e-mails is made possible at various locations.

XII Site regulations

The house rules must be followed. We have posted these for our guests at reception and published them on our homepage www.waabs.de. These are part of the general terms and conditions of accommodation. In the event of non-compliance with the house rules, the landlord is free to exercise his domiciliary rights and withdraw from the rental contract with immediate effect. During the quiet periods from 22:00 to 07:00 and from 13:00 to 15:00, the barrier is closed and all car traffic on the campsite site is prohibited. Radio, television, loud games, music and festivities in the tents and caravans must be kept to a level that does not disturb the neighbors. Noise and music are strictly prohibited on the entire site during quiet periods. Driving on the site is only permitted with the registered vehicle at walking speed. The road traffic regulations apply throughout the site. We reserve the right to prescribe a fixed set-up order when setting up the camping, residential and other units in order to ensure compliance with the legally prescribed minimum fire safety distance of 3 meters. 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 are not permitted under any circumstances for safety reasons. Only charcoal barbecues are permitted. Fire accelerants such as alcohol are prohibited. Barbecue ashes may only be poured into the containers provided for this purpose. Movement and ball games may not be played on the site or between the tents and caravans. A sports field is available for this purpose. Electricity is only supplied to tenants who, as consumers, observe and comply with all VDE regulations. Electricity is supplied at the electricity meter. Unauthorized use will be prosecuted. The reception and supervisory staff will ensure that security, peace and order are maintained and that the campsite regulations are observed. Anyone who resists is committing trespass. A fine of €50 will be charged for any breach 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 premises, the guest agrees that their personal data collected as part of the customer service will be stored and processed in the landlord's IT system or the third-party software provider commissioned by the landlord for this purpose in accordance with the GDPR in order to fulfill the accommodation contract and for guest communication and support.

The guest acknowledges the data protection declaration of the landlord & agent, in which this is listed in detail and which is published at <https://www.waabs.de/ostsee-campingplatz-de/datenschutz/>. In the event of incorrect behavior on our part, please address your concerns to info@waabs.de. The tenant acknowledges that parts of the facility are video-monitored in several places to protect against vandalism and that the video files are temporarily stored for evaluation. The landlord is entitled to take photographs, in particular aerial photographs, for marketing purposes. If persons or property of the tenant can be recognized here that are not in the foreground, the tenant undertakes to agree to the use of the recordings.

XIV Miscellaneous

Guests are obliged to treat the property and its contents with care and to use it only with the contractually agreed number of persons. Errors excepted: We reserve the right to correct errors such as printing and calculation errors. Place of jurisdiction for both parties is Eckernförde For Helga & Karsten Heide GbR, registered traders, for guests, for persons who have no general place of jurisdiction in Germany, as well as for persons who have moved their domicile or habitual residence abroad after conclusion of the contract or whose domicile or habitual residence is not known at the time the action is brought, as well as for passive lawsuits.

Validity: from 01.11.2023

Place of residence, Date:

SIGNATURE OF THE TENANT
