

General terms and conditions for the Camping ground

Eifel-Camp Freilinger See

OTIUM GmbH & Co. KG

At Freilinger See 1, 53945 Blankenheim,
hereinafter called Eifel-Camp.



1. Brochure and reservation requests

Telephone requests for brochures and reservations can be made during office hours at the reception of the camping ground by calling the telephone number provided.

For further information, please use our website eifel-camp.freizeit-oasen.de

In particular, we would like to refer you to the menu item "online booking" on our website for your reservation or booking requests. Individual requests for reservations or special wishes can be communicated by e-mail (eifel-camp@freizeit-oasen.de).

2. The following special regulations apply to reservations of group travel:

The Eifel-Camp reserves special pitches for group overnight stays (e. g., guided youth groups and/or clubs). A group trip with a minimum number of 15 persons must be booked by email well in advance, which means at least six weeks before arrival. In the event that all the services provided for a group as agreed in the contract are invoiced on one single invoice, we offer special group rates and/or discounts for the group manager, depending on the number of booked pitches or rental properties and group size. Further information on this can be obtained at the reception.

3. Dogs:

Generally, dogs up to 35 cm shoulder height are allowed in the Eifel-Camp. Exceptions to this rule are some of the rental objects. Dogs have to be registered at the time of reservation/booking. Bringing dogs over 35 cm shoulder height must be announced in writing and is subject to the prior consent (via mail) from the Eifel-Camp. Dogs that are considered dangerous in the sense of §3 Landeshundegesetz NRW are strictly prohibited. On the Eifel-Camp's camping ground, there is a short leash requirement without any exceptions! Dogs are not allowed inside the reception building.

4. Guest accommodation contract:

A guest accommodation contract is concluded,

- a) as soon as the concrete reservation offer has been confirmed by the guest through the payment of the stated down payment.
- b) in case of a spontaneous arrival - the provision of the pitch or the rental object after registration and payment of the charged guest fee by the Eifel-Camp is effected bindingly.

The minimum age for the booking and use of a pitch or a rental object for tourist camping is 18 years. A minor may only use a pitch or a rental object if accompanied by an adult with legal guardianship.

The following exceptions may be permitted: The Eifel-Camp can, after prior arrangement and presentation of a written declaration of consent from a parent or guardian, allow the use of a pitch for minors from the age of 16 years. The booking and the entire payment process must remain the responsibility of a parent or guardian. The Eifel-Camp has prepared special reservation conditions for this case. Further information can be obtained at the reception.

For contractually agreed services, only the descriptions and price indications are valid, which are effective for the travel period at the time of the respective closing of the contract. Age information, which is necessary for the determination of the personal fees or other service components, refers to the time of the stay and not to the time of the booking.

Information given by telephone, additional agreements, and other promises (also reservations), no matter what kind, are only part of the contract if they have been confirmed in writing (by e-mail) by the Eifel-Camp.

5. Booking or reservation by down payment

In the main season and during the NRW holiday weekends, we strongly recommend making early reservations for the desired pitches or rental objects. In the case of special requests for pitches or rental objects, this also applies throughout the year. In the main season and on public holidays, a minimum booking of three nights is required for pitches and rental objects. For renting mobile homes, a minimum booking of 7 days is required in the NRW holiday periods. The Eifel-Camp will make a reservation offer based on the information given in an oral or written reservation request, including an invoice for the total costs of the stay. The reservation offer must be accepted within 5 days after sending the reservation offer by making a deposit of 30% of the total booking price. The deposit can be made at the reception or by bank transfer, stating the given payment reference. If there are less than 30 days between the reservation offer and the booking date, the reservation must be confirmed by paying the full invoice amount. Further details on the payment modalities, such as payment deadline, amount of the deposit, and bank account details can be obtained from the respective reservation offer or invoice.

6. Arrival and departure

Reserved pitches are available from 14.00 o'clock on the day of arrival and must be vacated by 12.00 o'clock at the latest on the day of departure.

Our rental objects are available on the day of arrival from 15 o'clock and must be vacated by 11 o'clock on the day of departure. Final invoicing and payment, return of the gate card, and checkout at the reception is necessary for departure.

If your arrival is significantly delayed on the day of arrival, we strongly recommend that you notify us by telephone. If no notification is given, the reserved pitch can only be kept available until 6 pm in the low season and until 19:00 o'clock in the high season. In the event of a delayed arrival without consulting the reception, accommodation on the reserved pitch cannot be guaranteed.

After 23.00 o'clock there is a general ban on driving on the camping ground until 7.00 o'clock due to the beginning of the night's rest. For this reason, guest accommodation after 22.00 o'clock is only possible in highly exceptional cases.

Departure from pitches after 12.00 o'clock and from the rental objects after 11.00 o'clock is only and exclusively possible after consultation with the reception. In case of a later departure without prior agreement, the fees for an additional night will be charged pro-rata.

7. Cancellations of reservations before arrival

In order to avoid misunderstandings, a cancellation of an already booked stay must be made in writing (by e-mail) in any case. The same applies to rebook and change requests for reservations already agreed upon. Decisive for the cancellation date is the day of reception of the request.

In the case that an already reserved stay is canceled before arrival, the Eifel-Camp charges the following fixed cancellation and handling fees:

a) Cancellation of a reservation before arrival (pitches and rental objects):

- Cancellation up to 30 days before the agreed day of arrival: A service fee of 25,00€ will be charged. A higher deposit amount will be refunded.
- Cancellation up to 14 days before the agreed day of arrival: A cancellation fee of 50% of the total cost of the stay confirmed by the booking will be charged.
- Cancellation from 14 days before the agreed day of arrival: A cancellation fee of 100% of the total cost of the stay confirmed by the booking will be charged.

b) Cancellation of a group reservation (entire meadows, several pitches and/or rental properties) before arrival:

- Cancellation up to 30 days before the agreed day of arrival: A service fee of 25,00€ will be charged. A higher deposit amount will be refunded.
- Cancellation up to 14 days before the agreed day of arrival: A cancellation fee of 50 % of the total cost of stay confirmed with the booking will be charged.
- Cancellation from 14 days before the agreed day of arrival: A cancellation fee of 100% of the total cost of stay confirmed with the booking will be charged.

c) Cancellation of reservations of an arrangement (pitches) before arrival:

- Cancellation up to 30 days before the agreed day of arrival: A service fee of 25,00€ will be charged. A higher deposit amount will be refunded.
- Cancellation up to 14 days before the agreed day of arrival: A cancellation fee of 50% of the total amount of the arrangement confirmed by the booking will be charged.
- Cancellation from 14 days before the agreed day of arrival: A cancellation fee of 100% of the total amount of the stay confirmed by the booking will be charged.

8. Cancellations of reservations on the day of arrival or non-arrival without written notice of cancellation or shortening of the stay after arrival / fair weather guarantee

In case of cancellation of the reservation on the day of arrival or no-show without written cancellation, 100% of the total cost of stay confirmed with the booking will be charged.

In case of an early departure, there is no claim for a refund of the unused total cost of the stay.

An exception to this rule comes into force with the "fair weather guarantee" for bookings of at least 4 nights: if the weather does not suit you (for whatever reason), you can leave the reserved pitch/accommodation early without forfeiting the proportional residual value. This will be credited to your account and can be credited within one year for a later stay. The fair weather guarantee is not transferable and cannot be paid out.

Pitches and rental objects which have not been occupied one day after the agreed date of arrival according to the existing reservation and for which there is no agreement on a later arrival can be rented out by the Eifel-Camp to another party.

Furthermore, the Eifel-Camp reserves the right to rent out prematurely vacated pitches or rented objects to others.

9. Settlement of the total costs of stay and additional costs

All pitch, rental, and personal fees must generally be paid in advance. In the case of a binding reservation, the total cost of the stay as invoiced in the reservation offer must be paid in advance. First, the deposit of 30% of the booking price (see point 5) has to be paid within 5 days after the reservation offer has been shipped and afterward the remaining amount (=70% of the booking price) has to be transferred in due time until 30 days before arrival, stating the stated purpose of use.

For bookings of a pitch or rental object with total accommodation costs of less than € 100.00, the total accommodation costs are to be paid in full. In the case of a booking via the online booking system, the total cost of stay is due immediately and can be paid using the payment methods provided there (bank transfer is not possible in this case). In the case of a booking by e-mail, the total cost of the stay must be paid within 5 days, stating the specified payment reference and in due time.

When booking a special arrangement, the total cost of the stay is to be transferred within 5 days after sending the reservation offer, stating the given payment reference and in due time.

If there are less than 30 days between the reservation offer and the arrival, the total cost of the stay must be transferred in due time within 5 days after receiving the reservation offer, stating the given payment reference.

If a guest wishes to arrive at short notice (there are less than 5 days between the time of reservation and arrival), a binding reservation offer can only be made if the guest makes the reservation request via the online booking system and pays the total cost of stay using the payment methods provided there. A bank transfer is not possible in this case.

Further fees and additional costs, which are determined on the day of arrival according to the registry list, are to be paid on the same day during the registration process prior to the provision of the pitch or the rental object.

If during the stay, further services are used which have not yet been settled within the framework of the registration, these will be settled at the reception on the day of departure according to their actual use and the prices valid during the travel period (see currently valid price lists). In the event of spontaneous arrival, the total cost of the stay and incidental expenses as per the registration list must be paid at the reception of the camping ground on the day of arrival before the pitch or rental unit is made available. Any other additional services that may be required at a later date will always be invoiced on the day of departure.

10. Claiming of impairment of performance

The guest is obliged to do everything reasonable in the event of service disruptions (defects) in order to contribute to the correction of the disruption and to avoid possible damages or to keep them as limited as possible. The guest is also obliged to report any complaints immediately in writing at the reception of the camping ground, or in an emergency verbally. If he negligently omits to report a defect in writing, no claim for a reduction or partial refund of services already paid for will arise.

11. Obligation to register or pay fees for day guests or visitors

Only registered persons may use the services of the camping ground. The use of the camping ground and the rented accommodation is only permitted for the persons registered per pitch or rented accommodation. Visitors of already registered guests may only enter the camping ground after registration at the reception. In case of a longer stay (more than three hours), the Eifel-Camp may charge a visitor fee. If an overnight stay is planned, the visitor must be registered as an overnight guest for the respective pitch or rental object, and a corresponding person fee (according to the price list) must be paid in advance. Contraventions entitle the Eifel-Camp to cancel the guest accommodation contract immediately.

12 Liability

Every guest is obliged to treat the inventory and the pitch or rental object rented by him/her with care. He is obliged to compensate for any damage caused by him, his companions, or guests during a stay. The Eifel-Camp assumes no liability for damages, accidents, losses, or other irregularities which occur in connection with the use of the site and/or the rented objects.

Excluded from this exclusion of liability are damages resulting from injury to life, body, or health, which are based on a negligent breach of duty by a legal representative or vicarious agent of the Eifel-Camp. This also applies to damages caused by a grossly negligent breach of duty of the Eifel-Camp or by a deliberate or grossly negligent breach of duty of a legal representative or vicarious agent of the Eifel-Camp.

Influences by force majeure, e.g., weather, strike, exclude any liability.

13. Camping ground rules

The camping ground rules and regulations are binding for all stays. They are available at the reception desk and can be handed out on request for information. Each guest is obliged to inform himself/herself about the regulations of the camping ground rules and to comply with them.

14. The Eifel-Camp's right of immediate termination

Violation of the terms and conditions, camping ground rules, or other valid regulations may result in immediate termination of the guest contract by OTIUM GmbH & Co KG without entitlement to reimbursement of services already paid for or booked. In case of a termination of the guest contract, the guest is obliged to leave the camping site immediately.

15. Miscellaneous

The Eifel-Camp reserves the right to correct mistakes, printing, and calculation errors at any time. The required written form can be made in writing by letter (post/fax) or e-mail.

16. The invalidity of individual provisions of the terms and conditions

Should individual terms and conditions or parts thereof be or become invalid, this shall not affect the validity of the other provisions of the terms and conditions.

17. Storage of data

It is pointed out that data necessary for business purposes will be stored and administered by EDP as far as permissible within the framework of the Federal Data Protection Act (§26 BDSG).

OTIUM GmbH & Co.KG

Dietmar Harsveldt

Managing Director

As of January 2020