

General terms and conditions for the campsite
Eifel-Camp Freilinger See
OTIUM GmbH & Co. KG
Am Freilinger See 1, D-53945 Blankenheim, Germany



hereinafter called Eifel-Camp or campsite.

1. Booking requests

For current price, availability or reservation enquiries, please use the online booking at eifel-camp.freizeit-oasen.de.

For further information, please also use our website eifel-camp.freizeit-oasen.de. Individual booking requests or special wishes can be communicated by e-mail (eifel-camp@freizeit-oasen.de).

2. Group bookings

A group booking must in any case be booked by email well in advance, which means at least six weeks before arrival. Group bookings at Eifel-Camp are only possible for selected meadow areas and rental objects. The meadow areas can only be booked completely for different group sizes at package prices. Reservation of parts of a meadow or parcelled pitches is not possible for groups. Further information and offers for group bookings can be requested by e-mail. Group bookings are only possible outside the North Rhine-Westphalia holidays and bank holiday weekends. A group deposit must be paid in cash upon arrival.

3. Dogs

Generally, dogs up to 40 cm shoulder height are allowed at Eifel-Camp. Exceptions to this rule are some of the rental objects. Dogs have to be registered with the reservation/booking. Bringing dogs over 40 cm shoulder height must be announced in writing and requires the prior consent (by e-mail) of Eifel-Camp. Dogs that are considered dangerous in the sense of the dog law of the federated state North Rhine-Westfalia (§3 Landeshundegesetz NRW) are strictly prohibited unless an official permit to keep a listed dog is presented. At Eifel-Camp, 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 booking has been confirmed by the guest through the payment of the stated amount.
- b) in case of a spontaneous arrival, if the pitch or the rental object (after registration and payment of the total costs of stay) has been provided by Eifel-Camp 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.

For contractually agreed services, only the descriptions and price indications are valid, which refer to the time of the stay for the travel period. 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 Eifel-Camp.

5. Booking and use of the pitches/rental objects

In the main season, the North Rhine-Westphalia holidays and the North Rhine-Westphalia bank 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. During the North Rhine-Westphalia holidays and North Rhine-Westphalia bank holiday weekends, a minimum booking of **three** nights is required for pitches and rental objects.

Only **one** pitch or rental object can be booked per guest and period.

The pitch/rental object may only be occupied by the included vehicles and tents defined in the pitch description and the persons registered for this booking. For further vehicles and tents additional areas or pitches must be booked.

The **pitch boundaries** must always be **respected** during occupancy.

6. Arrival and departure

Reserved pitches are available from 2pm on the day of arrival, rental objects (this includes comfort plus and luxury pitches) from 3pm. Earlier arrivals are only possible outside the high season and North Rhine-Westphalia bank holiday weekends upon request and availability.

Arrivals are planned to take place during the opening hours of the reception.

Should your arrival be significantly delayed to the extent that it is no longer possible to arrive within the opening hours of the reception, notification must be made by e-mail in any case.

Arrival after 10pm is not possible due to the start of the night's rest.

On the day of departure, pitches must be vacated by 12 noon at the latest, rental objects (this also includes comfort plus and luxury pitches) by 11am. Full settlement and payment, return of the barrier card as well as keys and sign out at the reception, are required for a proper departure.

Later departures are only possible outside the main season and North Rhine-Westphalia bank holiday weekends upon request and availability. In the event of a later departure without prior arrangement, the person and basic fees for a further overnight stay will be charged additionally.

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 handling 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 30% of the total cost of the stay confirmed by the booking will be charged, at least the handling fee of 25,00 €.
- Cancellation 14 days or less 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, at least the handling fee of 25,00 €.

b) Cancellation of a group reservation (entire meadows and rental objects) before arrival:

- Cancellation up to 30 days before the agreed day of arrival: A handling 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 14 days or less 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 a special offer (pitches and rental objects) before arrival:

- Cancellation up to 14 days before the agreed day of arrival: A cancellation fee of the special offer amount confirmed by the booking will be charged.
- Cancellation 14 days or less before the agreed day of arrival: A cancellation fee of 100% of the total cost of stay confirmed by the booking will be charged.

8. Cancellation or shortening of reservations from the day of 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, at least the handling fee of 25,00 €.

Pitches and rental objects that have not been occupied one day after the agreed arrival date according to the prior reservation and for which no agreement on a later occupation has been made, can be rented out by the campsite to other parties.

In the event of an agreed later arrival as well as an early departure, there is no entitlement to a pro rata refund of the 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/rental object early without forfeiting the proportional residual value. This will be credited to your account and can be redeemed within one year for a later stay. The “fair weather guarantee” is not transferable and cannot be paid out.

Only the period booked in addition to the minimum stay of a special offer and additionally booked services can be credited within the framework of the fair weather guarantee under the known conditions.

The campsite reserves the right to rent out pitches or rental objects that have been vacated prematurely to other parties.

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

All pitch, rental, and personal fees must generally be paid in advance.

a) Online booking of pitches and rental objects

- For bookings made up to 30 days before the date of arrival, a downpayment of 30% of the total cost of stay is due immediately. The remaining amount (=70% of the total cost of stay) has to be transferred latest 30 days before arrival, stating the purpose of payment. Alternatively, 100% of the total cost of the stay can be paid directly at the time of booking.
- For bookings made within 30 days of the date of arrival, 100% of the total cost of stay are to be paid immediately.
- For bookings of a pitch or rental object with total cost of stay of less than €100.00, the total cost of stay are to be paid immediately.

b) Online booking of special offers

- When booking a special offer, 100% of the total cost of stay are to be paid immediately.

c) Group reservation (entire meadows and rental objects)

In case of a binding reservation, the total cost of stay invoiced with the reservation offer are to be transferred in advance:

- Within 5 days after sending the reservation offer, the down payment of 50% of the total cost of stay has to be transferred.
- The remaining amount (=50% of the total cost of stay) must be transferred up to 30 days before arrival, stating the purpose of payment.

d) Other reservations of pitches and rental objects

In the event of a binding reservation, the total cost of stay invoiced with the reservation offer are to be transferred in advance.

- Within 5 days after sending the reservation offer, the downpayment of 30% of the total cost of stay has to be transferred. The remaining amount (=70% of the total cost of stay) has to be transferred up to 30 days before arrival, stating the purpose of payment.
- When booking a pitch or rental object with total cost of stay of less than €100.00, the total cost of stay must be transferred completely within 5 days, stating the purpose of payment.
- If a special offer is booked, the total cost of stay must be transferred within 5 days after sending the reservation, stating the purpose of payment.
- If there are less than 30 days between the reservation offer and the arrival date, the total cost of stay must be transferred within 5 days after sending the reservation, stating the purpose of payment.

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 uses the online booking system and pays the total cost of stay with the payment methods provided. 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 occupation of the pitch or the rental object.

If during the stay, further services are used which have not yet been settled within the registration, these are payable 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 campsite on the day of arrival before the pitch or rental object 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 defaults (defects) in order to contribute to the correction of the default 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 campsite, 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 campsite. The use of the pitches and the rental objects is only permitted for the persons registered per pitch or rental object. Visitors of already registered guests may only enter the campsite after registration at the reception. In case of a longer stay (more than three hours), 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. Vehicles of visitors and day guests may only be parked in the pay parking areas marked accordingly.

Contraventions entitle 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 with care. He is obliged to compensate for any damage caused by him, his companions, or guests during a stay. Eifel-Camp assumes no liability for damages, accidents, losses, or other irregularities which occur in connection with the use of the pitch and/or the rented objects and the entire campsite.

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 Eifel-Camp. This also applies to damages caused by a grossly negligent breach of duty of 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. Campsite rules

The campsite rules are binding for all guests and visitors of the campsite. The campsite rules will be sent with the reservation confirmation and are available at the reception desk and can be handed out upon request. Each guest is obliged to inform himself about the regulations of the campsite rules and to comply with them.

14. Eifel-Camp's right of immediate termination

Violation of the terms and conditions, campsite 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 campsite immediately.

15. Miscellaneous

Eifel-Camp reserves the right to correct mistakes, printing, and calculation errors at any time. Corresponding changes must be made in writing, by letter, 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

We collect personal data from you and, if applicable, from other contractual partners in the course of processing contracts. Without your consent, we collect inventory and usage data, process or use them only insofar as this is necessary for the processing of the contractual relationship and for the utilisation and billing. For the rest, we refer to our data protection regulations available at: eifel-camp.freizeit-oasen.de/en/datenschutzerklaerung-en/

OTIUM GmbH & Co. KG

Dietmar Harsveldt
Managing Director

As of December 2022