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## **Booking Terms and Conditions**

**of the lessor HLS CS GmbH, Stuttgarter Straße 23, 71083 Herrenberg for pitches (for caravans, motor homes, tents) as well as for rental bungalows, camping barrels on the campsite "Sonnencamping Albstadt"**

### **1. Closing of contract**

a) The contract for the accommodation is closed when the lessee has received his confirmation invoice.

Alternatively the contract is closed when the lessor has received the lessee's down payment.

b) The lessee must only use the accommodation during the agreed contract period for the purpose of holiday. The accommodation must only be occupied with the number of persons agreed in the contract. .

### **2. Rental Cost and additional charges**

a) The agreed rental price includes any additional charge which is calculated on a flat base (e.g. electricity, heating, water). If not already invoiced any agreed additional services and cost which depend on the usage (e.g. bed-clothes, cleaning after usage, wireless LAN), are charged separately

b) In case the lessor has not received the down payment in time he reserves the right to withdraw from the contract without setting any deadline. The lessor must receive the balance at the very latest 14 days before the start of the stay.

### **3. Deposit for keys / Deposit for transponder**

When handing over the accommodation the lessee receives the appropriate keys. The lessee has to pay a deposit for the keys. This deposit is refunded at the end of the holiday stay and when the accommodation is left in proper form.

### **4. Rental period / Listing of the inventory**

a) Check-in is available from 2.00 pm on the day of arrival; the lessor hands over the accommodation in a form which corresponds to the contract. In case the lessee should arrive later than 5.30 pm he is obliged to inform the lessor before 4.00 pm. If there is no information at all and if the lessee does not arrive by 12.00 am the following day the lessor has the right to re-let the accommodation from 2.00 pm the following day (in case of more than one overnight stay).

b) The lessee is asked to check the inventory list (which is in the accommodation) upon arrival. He has to inform the lessor or the named contact person about any missing items without delay but at the very latest the next day.

c) Departure is required at 11.00 pm at the latest on the last day of the stay. The lessee must leave the accommodation in a clean and cleared state and well-swept. He is obliged to wash the dishes and to dispose of the waste.

## **5. Withdrawal from the contract by the lessee**

a) If the lessee wants to cancel his booking he can withdraw from the contract before the start of the stay. Any cancellation must be done in writing and must be sent to the lessor. The booking is cancelled with effect from the day the lessor receives the written notification that the lessee wants to withdraw from the contract.

b) In case the lessee withdraws from the contract he has to pay a lump-sum to the lessor to compensate for the expenses thereby incurred as well as for the loss of profit. Cancellation Charges are set out below:

withdrawal from the contract more than 90 days before the start of the stay	50 EURO administration fee
withdrawal from the contract less than 90 days to 30 days before the start of the stay	holdback of the down-payment resp. billing of the agreed down-payment
withdrawal from the contract less than 30 days to 14 days before the start of the stay	70 % of the total invoice amount
14 days or less and in case of no show-up	90 % of the total invoice amount

c) In case of cancellation of the contract the lessee may appoint another lessee / a third person as his replacement who is willing to enter into the existing contract. The lessor has the right to refuse the entry into the contract by a third party if this third party appears to be unreliable under economical or personal aspects. If a third party enters into the contract this third party as well as the previous lessee are jointly and severally liable for the rental cost as well as for any additional cost incurred due to the entry into the contract by a third party.

e) The lessor is allowed to re-let an accommodation which is not occupied. While doing so he has to consider the principle of equity and good faith. The lessor is obliged to deduct savings from the cancellation fee invoiced.

**We recommend to the lessee to conclude a travel cancellation insurance.**

## **6. Right of cancellation**

- a) There is no right to proper notice of cancellation.
- b) Both contractual parties have the right to cancel the contract according to § 543 BGB (German Civil Code) or under the conditions of § 569 BGB without previous notice and extraordinarily upon good cause.
- c) An important reason for the lessor particularly is given when the lessee does not make use of the accommodation according to the contract (considerable violation of the contract) or if he does not respect the rules of the house respectively of the campsite. In case of a considerable violation of the contract the lessor has to appoint a short period of time to the lessee during which he can put things right or he can warn him. If this does not seem to be promising there is no need to do so. The same applies if there are any reasons which justify the disclaimer. In this case the lessor can request the lessee to compensate the incurred expenses until cancellation of the contract as well as the loss of profit (cf. section 5 b).
- d) The lessor over more has the right to withdraw from the contract resp. has the right to the extraordinary cancellation of the contract if the lessee has not made the agreed payments (down-payment, payment of balance) in time. In this case the lessor can request from the lessee the compensation of the incurred expenses until cancellation of the contract as well as the loss of profit (cf. section 5 b).
- e) An important reason for the lessee particularly is existent if the lessor fails to comply with the terms of the contract and the lessee thus cannot make use of the accommodation as agreed.
- f) Besides that the statutory rules regarding the rights of extraordinary cancellation and cancellation without notice are applied.

## **7. Cancellation of the contract due to extraordinary circumstances**

The rental contract can be terminated by both parties if the fulfillment of the contract is considerably hindered, endangered or impacted by force majeure which was unforeseeable when the contract was closed. Both parties are relieved from their contractual obligations. However, they are obliged to refund any services to the other party which have been rendered by then.

## **8. Responsibilities of the lessee**

- a) The lessee is obliged to handle the accommodation as well as the inventory very carefully. The lessee is held liable if inventory, rented rooms or the building as well as any facility which belongs to the rental item is culpably damaged and if this is caused by the lessee himself or his party or any invitees due to negligence.
- b) The lessee is obliged to report any damage in the rental rooms immediately to the lessor or to the contact person named by the lessor (administration of the campsite) unless he must put things right by himself. For any subsequent damage which results from the fact that the lessee has not reported the damage in time the lessee is liable to pay compensation.
- c) For the own safety of the lessee and in order to provide all guests with clean and odourless accommodations it is strictly forbidden to smoke in the holiday houses, the camping drums and rental tents. In case of non-compliance the lessor reserves the right to charge the cleaning fee; overmore the lessor can charge the profit of loss which might result from the impossibility to rent the accommodation due to the ventilation period which becomes thus necessary.

d) It is forbidden to throw or to pour into sinks or toilets any waste, ashes, dangerous liquids or similar items. If there are any blockages in the sewage pipelines which are caused by non-observance of these rules the person responsible must compensate the cost of repair and service.

e) In case of any disturbance, damage or breakage in the accommodation or at its furniture, fixtures, fittings etc. the lessee must do anything which is reasonable to make a contribution to trouble-shooting or to minimize the potential damage.

f) The lessee must ensure the occupancy of the accommodation as agreed in the contract. In case the lessee exceeds the agreed number of persons and if he does not report additional guests / pets in time or at least without any delay the lessor reserves the right to extraordinary cancellation without notice. It is not allowed at all to exceed the maximum number of persons occupying the accommodation which is set out in brochures. In this case the lessee is obliged to compensate for the expenses thereby incurred as well as for the loss of profit (cf. section 5 b).

## **9. Responsibility of the lessor**

a) The lessor is responsible for the correctness of the description of the accommodation. He is obliged to render the services which were agreed in the contract in a proper form and to ensure this during the complete rental period. The lessee is not responsible for shortcomings which were known to the lessor when closing the contract.

b) In case of any shortcomings or deficiencies at the accommodation the lessee must notify the lessor or the administration of the campsite without delay. If the lessee does not notify the lessor he has no right to claim non-fulfillment of the contractual agreements (in particular no claims with regard to abatement of rent).

c) The lessor cannot be held liable for damage to property unless caused by deliberate or grossly negligent breach of duty of the lessor himself or his assistant or if resulting from negligent violation of essential contractual obligations of the lessor. The lessor is not responsible in case of force majeure (e.g. burning, flooding and so on).

## **10. Pets**

Pets, especially dogs, cats etc. may only be kept in the accommodation with the explicit approval of the renter. This approval is only valid for the individual case. This allowance can be revoked if there is any insalubrity. The lessee is responsible for any damage caused by keeping the pets.

## **11. Alteration of contract**

Supplements, alterations and amendments to the contract as well as any material declaration must be in writing.

## **12. House-/campsite-rules**

The lessees are requested to respect each other and to behave considerately. Particularly any disturbing noise (e.g. banging the doors or any other noisy activity) which affects the homely calm must be avoided. The campsite rules in force are applied and must be respected by the lessee.

### **13. Choice of law and place of jurisdiction**

- a) These booking terms and conditions are governed by German law.
- b) For any dispute resulting from this contract the „Amtsgericht Böblingen“ (district court Böblingen) is appropriate.
- c) For any complaint of the lessor against businessmen, legal persons of public or private law or any persons, who do not have any place of jurisdiction in Germany or who transferred their seat of residence or their usual habitation abroad after concluding this contract or whose seat of residence or usual habitation at the time of bringing a suit is unknown it is agreed to submit to the “Amtsgericht Böblingen” as the solely place of jurisdiction.

Herrenberg, September 2018