

# Holiday Camp – General Terms and Conditions

Thank you for the trust and interest you are showing us. Please pay close attention to these General Terms and Conditions, because they hold important information about the legal relationship between you and us (Heide-Park Soltau GmbH).

1. A contract is only valid after Heide-Park Soltau GmbH has approved it in written form.

2. On the day of arrival, the room can be occupied after 4 p.m. On the day of departure, we ask you to vacate the room before 10 a.m.

3. Heide-Park Soltau GmbH rents out furnished wooden cabins. Guests are asked to treat rooms and inventory with care. Damages which occur during the guest's term of lease and which are caused by the guest have to be compensated for by the guest.

4. In the case of accommodation without prior registration and in the case of short-term bookings, payment of the full amount is due upon completion of the contract. The same is true in the case of contract extensions. If the full amount is not paid, Heide-Park Soltau GmbH is entitled to nullify the contract.

5. If the guest withdraws from the contract more than 28 days prior to the scheduled day of arrival, he or she is charged a cancellation fee amounting to 10 percent of the total amount of the booked services. If the guest withdraws between 8 and 28 days prior to the scheduled day of arrival, he or she is charged 25 percent, and if the guest withdraws within seven days of the scheduled day of arrival, the cancellation charge amounts to 50 percent of the total amount due. The lowest possible cancellation charge is € 47.50 for each accommodation. If the guest does not arrive at Holiday Camp, the cancellation charge will be 80 percent of the total amount. Heide-Park Soltau GmbH reserves the right to calculate and charge the exact damages according to § 651 BGB (German Civil Code) if the accommodations could not be rented out to anybody else. If the accommodation could be rented to someone else, the cancellation charge is reduced to 10 percent of the total amount. The guest retains the right to prove that the cancellation caused fewer costs for Heide-Park Soltau GmbH.

6. The invoice amount as well as potential side costs are based on the applicable price lists. Special rates are based on the corresponding programme descriptions. Heide-Park Soltau GmbH reserves the right to change the programme or individual booked services in a just and reasonable manner if unforeseen occurrences require us to do so.

7. When booking by phone, the accommodation contract takes effect under the condition precedent that Holiday Camp's general terms and conditions are approved. The General Terms and Conditions are considered to be approved if a guest does not explicitly express objections within two weeks after receiving the booking confirmation. In the booking confirmation, Heide-Park Soltau GmbH is required to explain the consequences of not responding in time.

8. The invoice amount confirmed by Heide-Park Soltau GmbH must be received at least 21 days prior to the scheduled day of arrival. If the payment is not received, Heide-Park Soltau GmbH reserves the right to cancel the booking. Visitor information including keys and – if applicable – a transponder will be handed out at the reception upon arrival.

9. Guests are not entitled to accommodate more persons in a room than intended in the corresponding bill. If this regulation is disregarded, Heide-Park Soltau GmbH is entitled to cancel the contract and to demand a surcharge for the extent of time the contract is violated.

10. The reception must be informed immediately about defects and malfunctions. In the case of defects or malfunctions you can only provide relief yourself or – when there are considerable deficiencies – cancel the reservation if you allow adequate time for us to address the problem. You do not need to allow any time if it is impossible to correct the problem, if we refuse to correct it or if an immediate cancellation of the contract is based on justifiable reasons on your part.

11. Pets are not allowed at the rooms.

12. For transponders we request a security deposit of €20.00.

13. The rules of the house and of the park which are displayed on location are part of the contract. Heide-Park Soltau GmbH expects every guest to respect customs, morals and laws. When a guest violates these, the guest allows Heide-Park Soltau GmbH to cancel the accommodation contract in case of recurrence after previous written warning. In this case Heide-Park Soltau GmbH can charge compensation amounting to 80 % or – after providing proof – 100 % of the total rental amount. In the case of serious violations (e.g. criminal offences, aggravated battery, theft, drug abuse, malicious injury of property etc.), an immediate expulsion can be considered. The guest will bear the costs incurred.

14. When athletic facilities are used, Heide-Park Soltau GmbH only assumes liability for damages that occur as a result of a guest's athletic activity if Heide-Park Soltau GmbH has acted grossly negligent and acted as host of the athletic activity. The assertion of damages inflicted by other parties which host athletic events is not affected by this.

15. If a guest's personal items get lost, damaged or destroyed while visiting Heide-Park Soltau GmbH, compensation will only be due if the loss or the damage was caused deliberately or grossly negligent by Heide-Park Soltau GmbH or by persons working in the respective area.

16. Our accommodation and travel rates do not include a travel cancellation insurance; therefore we strongly recommend purchasing one.

17. Oral agreements which deviate from these terms and conditions must be confirmed in writing by Heide-Park Soltau GmbH in order to take effect.

18. All personal data are protected according to data protection regulations, especially the Bundesdatenschutzgesetz (Federal Data Protection Law).

19. Guests agree to the storage and use of their personal data for purposes of information and promotion within the frames of the Data Protection Law. **This agreement can be informally revoked at any time. Heide-Park Soltau GmbH deletes the data as soon as the revocation is received.**

20. The place of fulfilment and the place of jurisdiction is Soltau. German law is applicable for legal ties.

21. The printed final rates are displayed in Euro (EURO) and they are valid for individual stays until they are revoked. Prices include the current sales tax. Heide-Park Soltau GmbH does not assume liability for misprints and errors.