

# GENERAL TERMS AND CONDITIONS (GTC) (as of 12/2023)

## 1. Scope of application

The following terms and conditions comprehensively govern the mutual rights and obligations between Südsee-Camp G. & P. Thiele OHG (Südsee-Camp) as operator of the campsite or landlord and the camping guest or tenant. The contractual services exclusively apply to the offers confirmed by Südsee-Camp via email or mail for the duration of the travel period. Telephone agreements, ancillary agreements and other agreements of any kind are not effective unless in writing and confirmed by Südsee-Camp.

## 2. General usage obligations

Camping guests are generally obliged to conduct themselves in a proper manner, to keep the camping area clean and to comply with rest and quiet times. Camping guests are personally liable for all obligations that follow from the conclusion of the camping contract or staying at the campsite. This also applies to third persons registered by a camping guest.

A maximum of 6 persons per camping pitch is allowed, with an exception for own children. It is only allowed to have one camping accommodation per pitch, meaning caravan, motor caravan or family tent. Additional tents for visitors are not permitted.

For the rental accommodation, the number of persons is limited to the maximum occupancy. Camping or pavilions next to the rental accommodation are not permitted.

## 3. Booking / Prices

Upon registration/reservation the camping guest offers to conclude a binding contract. **The camping contract becomes valid with the written confirmation (by post or e-mail) by Südsee-Camp.** You will receive the booking confirmation at least 5 days after; please check it immediately for correctness.

**Südsee-Camp reserves the right to change the booking with an equivalent reservation if this is deemed necessary for special reasons.**

Reservations by unaccompanied young people under the age of 18 are not admitted and are cancelled by Südsee-Camp.

Early booking is strongly recommended for all holiday periods, the months of July, August and public holidays. This also applies to special camping pitch and rental accommodation requirements in the other months. Please take note of the minimum booking times and fixed arrival and departure dates.

Only the descriptions and prices in the booking confirmation apply for the contractual obligations; only Südsee-Camp can initiate exceptions to this rule, see clause 23. Age-related information relates to the time of stay. For insurance reasons all members in the travel group have to be specified by name and date of birth when making the reservation.

## 4. Deposit / Payment / Bill

Please transfer the due **deposit of 20% of the total price**, but at least €50, by the deadline specified in your booking confirmation. Please settle the remaining amount no later than 30 days before the start of your vacation, each time indicating the specified purpose on the following account: IBAN: DE59 2406 0300 2490 0176 03, BIC: GENODEF1NBU, at Volksbank Lüneburger Heide e.G..

If no deposit and/or final payment is received by the specified dates (receipt of funds), we reserve the right to send a payment reminder and the option of charging cancellation fees. Deviating payment terms are only possible by agreement and require written confirmation from Südsee-Camp.

Last-minute bookings: For bookings made within 30 days before the start of the trip, the entire travel price is due immediately.

Credit balances of guests of less than € 5.00 are only paid out in cash or credited to the guest account at Südsee-Camp.

**For legal reasons the billing address can only be changed until one day before departure. Please especially note this for company invoices.**

## 5. Arrival

The arrival and departure dates given in the booking confirmation are binding. **The camping pitch or the rental accommodation is available from 3 pm on the day of arrival. Please wait until 3 pm in the car park opposite the main reception.** Please contact us if your time of arrival is significantly delayed. If we do not receive any notice, we can reserve the accommodation or the camping pitch only until 3 pm of the day after the agreed time of arrival for you, after which it will be allocated to someone else without compensation.

## 6. Departure / Key

Holiday cottages, chalets and caravans with thorough cleaning by Südsee-Camp have to be vacated by 10 am. Thorough cleaning of these facilities is always carried out by Südsee-Camp or by a cleaning company commissioned with the task. **Camping pitches and caravans with self-cleaning have to be vacated and you need to drive through the barrier no later than 12 pm (noon).**

The key and handover report of the rental accommodation must be handed in at the arrival/reception at the time of departure. A fee of € 50.00 per lost key is charged.

## 7. Change of booking

If you make changes to the existing contract (such as persons, camping pitch/rental accommodation in the same category or larger, or changes to arrival or departure dates by 1-2 days), we will invoice you with the new price, along with a €15.00 handling fee for each rental object/pitch.

**Change in travel period:** If you wish to change the entire travel period, this can be done only through a regular cancellation and rebooking. For your convenience, we also offer a date change option from 44 days up to 7 days before arrival, after payment of the applicable cancellation fee during this period. The cancellation costs can be used for a new booking as a **goodwill credit**, if the new travel price is as high or higher than the cancellation costs, it is the **first change** of the travel period and the new travel period is in this or next calendar year. A handling fee of € 30.00 applies. The date change must be done in writing and the new travel dates must be fixed within max. 14 days. **TDate change requests that do not meet these requirements will be treated as a cancellation.**

If the new travel date is cancelled, the goodwill credit (former cancellation charges) expires and the new cancellation costs need to be paid additionally. Cancellation costs will not be disbursed in any case.

**Transfer booking to a third party:** If you are not able to make the trip yourself, you can transfer the **complete booking** between 44 days and 7 days prior to your arrival to a third party. A handling fee of € 30.00 applies. You will remain liable as joint debtor for the payment of the bills for the guest taking over your reservation. **It is not possible to transfer only parts of the booking.**

## 8. Cancellation

You can always cancel the contract! Cancellation must be done in writing. The date and time of receipt of the cancellation by us via e-mail: info@suedsee-camp.de, fax: +49 (0)5196 980 299 or by mail: Südsee-Camp, Südsee-Camp 1, 29649 Wietzendorf, is considered the date and time of cancellation.

**If you withdraw from the contract, we charge a handling fee of €30.00 for each rental object/ pitch and, in accordance with § 537 Para. 1 BGB (German Civil Code), a reasonable compensation according to the following schedule:**

- Cancellation up to 45 days prior to arrival date: 0% of the confirmed total booking price
- Cancellation 44 - 30 days prior to arrival date: 20 % of the confirmed total booking price
- Cancellation 29 - 0 days prior to arrival date: 80% of the confirmed total booking price

In case of later cancellation, a later arrival or early departure, or if you cancel your trip without informing us, we reserve our full right to claim the booking price (100% of the confirmed total booking price). This also applies if you do not make use of the services, either entirely or partially. In these cases, we will refund you any expenses saved.

Accommodation and camping pitches that are not occupied until 3 pm of the day after the agreed time of arrival and for which no agreement on later occupation has been made can be used for other purposes by Südsee-Camp. Occupation of a pitch or rental accommodation by Südsee-Camp does not represent a replacement tenant, as the guests could usually be accommodated elsewhere.

## 9. Travel cancellation insurance

We strongly recommend taking a travel cancellation insurance. This insurance is valid from the time of the booking to the time of departure. The insurance becomes effective when one or more registered guests cannot arrive or have to leave early for the following reasons: sudden illness or injuries that are so severe that according to medical opinion a stay is not possible, or due to the death of a first-degree relative. **Other reasons are excluded.** If you cannot travel for one of the above reasons, the insurance covers for you the cancellation costs minus an **excess (deductible) of 20%**. A cancellation or withdrawal is only valid when submitted in writing to Südsee-Camp prior to the planned arrival date or the early departure. Furthermore, you need to send/ show a corresponding certificate such as a doctor's note or death certificate within 14 days after cancellation.

## 10. Parking / Electric cars / license plate recognition

**Each camping pitch or rental accommodation has a parking space for one vehicle; the type B and C cottages have two parking spaces. Additional vehicles have to be registered and are subject to a fee.** There are rental parking spaces available for additional vehicles.

**Parking overnight in the large car park or at the entrance of the two main entrances is prohibited.**

**It is forbidden to charge your electric car on the pitch or at the rental object.** You can find electric charging stations at the indoor playground Piratennest.

The barrier opening for access to the premises, based on the specified vehicle registration plate in your booking, is automated through license plate recognition. In this process, only the vehicle registration plate is visually recorded, with no capture of individuals. The legal basis is Art. 6 para. 1 lit. b in conjunction with lit. f of the General Data Protection Regulation (GDPR).

## 11. Parcels / Packages

Südsee-Camp does not accept parcels/ packages for guests at the reception. Please only send a parcel to our campsite after prior agreement and in **absolute emergencies** (i.e. medicine / medical equipment). Other parcels need to be sent to the post offices or the parcel deposit and pick-up stations of the surrounding area.

## 12. Visitors

Only registered guests are allowed to stay in the Südsee-Camp. Camping guests must register their visitors at the reception and pay an entrance fee. You need to book a separate pitch for additional tents, caravans or motor caravans.

## 13. Groups

Registered clubs, schools or companies, from 10 people with at least one supervisor, count as groups, but only with advance notification. Südsee-Camp reserves the right to charge a deposit for groups.

## 14. Swimming pool / indoor-playground / leisure facilities / gastronomy

Our swimming pool, the indoor-playground, other leisure facilities with costs and our gastronomy are not included in the price per night. None of these activities and offers are part of the contract. If an activity is closed, fully booked or cancelled then this does not justify a free cancellation or a price reduction.

## 15. Dogs / Pets

Reservations with dogs are only allowed in the designated areas (See-Eck, GT 2000, Tannengrund, Sommerland, Seewald und MC-Plätze). Concerning the rental accommodations, pets are only allowed in some chalets.

Dogs are not allowed on playgrounds, at the beach and in the lake. If behavioural problems occur by a dog or complaints are received, Südsee-Camp can request the dog to be removed from the campsite.

Pets have to be on a leash on the entire property, the camping pitch and at the rental accommodation.

## 16. Opening times / Frost

The receptions, the shops, the restaurants, the swimming pool etc. have restricted opening times during the low season. At times, not all camping areas and sanitary buildings are open. Please note that water is only available on the camping pitches when Südsee-Camp is of the opinion that frost is not to be expected.

## 17. Military training area

There are several military training areas in the Lüneburger Heide. You must be aware that disturbances are to be expected due to target practice and shooting exercises, especially in the off-season. Südsee-Camp excludes such disturbances from any warranty.

## 18. Liability

All guests and visitors are obliged to handle the inventory and the campsite with care. They are obliged to compensate damage incurred during their stay by themselves, their companions or guests. The camping guest is personally liable to an injured third party for all damage caused by incorrect or defective electrical installations from the power distribution system.

Südsee-Camp is only liable for intent and gross negligence as well as for damage caused by an intentional or grossly negligent breach of the typical contractual obligations. Liability for damage, accidents, loss or other irregularities that arise in connection with the use of the campsite is excluded. Force majeure, such as effects of the weather, strikes, legal directives etc., excludes any liability.

Südsee-Camp shall not be liable for damage caused by the failure or malfunction of the water, electricity, oil and gas supplies or for noise disturbance by third parties. Furthermore, Südsee-Camp is not liable for minor negligence for damage caused by the use of the facilities or equipment on the campsite or grounds; this also applies to installations, equipment and safeguards that become or are out of operation. This also applies to minor negligent breaches of duty by the legal representatives or agents of Südsee-Camp.

As far as limitations of liability are prohibited by law, any liability under the statutory provisions is only a given due to attributable loss of life, limb or health.

## 19. Complaints

The camping guest must notify Südsee-Camp immediately of any complaints regarding the rental accommodation or the camping pitch. The assertion of claims for defects is excluded if they have not been pointed out directly to Südsee-Camp during the stay of the guest. A reasonable period shall be set to remedy the defect (improvement).

## 20. Wi-Fi access / Usage of external Wi-Fi receiver, repeater and usage of external antenna technology

Südsee-Camp offers its guests Wi-Fi access to the Internet (hotspots). The provision of Wi-Fi is free of charge, voluntary and not part of the contractually agreed service. The transmission speed can be subject to fluctuations and disruptions. Normally, this allows surfing the Internet and sending and receiving emails at various locations. Südsee-Camp reserves the right to change, limit or discontinue hotspots without prior notice. There is no claim to specific local coverage of the hotspots. Further terms and conditions are available online before logging on to the Wi-Fi.

The use of Wi-Fi repeaters is generally permitted. The following rules apply for the users of our guest Wi-Fi (if guests do not apply to these rules, Südsee-Camp reserves the right to remove the guest device from the Wi-Fi network):

1. It is forbidden to use the SSID „Südsee-Camp“ when broadcasting or boosting the Wi-Fi network. You are welcome to use your repeater on your pitch as a client or you configure it to broadcast a different SSID. Information can be found in the instruction manual of your hardware producer.
2. The legal regulation for the usage of frequency bands and transmitting power apply, especially if external antenna technology is used.

## 21. Campsite rules

Campsite rules, which are posted at the reception, handed out on request and available online, are binding for all stays and visits. Anyone who grossly violates these rules and especially the rest and quiet times despite warnings issued to them shall be asked to immediately leave the grounds. In this case there is an obligation to pay for the entire stay, unless the camping guest can prove that lesser damage has been incurred.

## 22. Protection of data

Südsee-Camp processes your data for the booking order according to the General Data Protection Regulation (EU) „GDPR“ (Art. 6 Abs. 1 lit. b DSGVO), as well as for marketing purposes, if you gave us your permission according to the GDPR (Art. 6 Abs. 1 lit. b DSGVO). Disclosure of your information to third parties outside of the contract does not take place.

The Südsee-Camp area is monitored by video cameras in critical areas. This takes place in accordance with the GDPR (Art. 6 Abs. 1 lit. f DSGVO (prevention from theft, vandalism and criminal acts, exercising the domiciliary rights)). Recordings are evaluated only if necessary and only the necessary data is stored for clarification. The video recordings are regularly deleted automatically in accordance with the GDPR (Art. 17 Abs. 1 lit. a DSGVO i.V.m. Art. 5 Abs. 1 lit c and e DSGVO) after 48 hours. The recording equipment is protected against access by unauthorised third parties by appropriate measures in accordance with the GDPR (Art. 32 DSGVO).

We make image and sound recordings at Südsee-Camp at regular intervals. If you do not wish to be filmed or recorded, please inform the photographer or camera crew immediately.

Information about the data protection of Südsee-Camp (transparency and information requirements according to the GDPR (Art. 12 until 14 DSGVO)), as well as your personal rights according to GDPR (Art. 15 until 23 DSGVO) can be found here: [www.suedsee-camp.de/datenschutz](http://www.suedsee-camp.de/datenschutz).

## 23. Changes to the information in the catalogue

Only the prices and information mentioned in the booking confirmation are binding. The offers and prices in this brochure are corresponding to the state of the time of going to print. Please understand that until you submit your booking request, changes in prices and services due to objective reasons are possible, which we must therefore expressly reserve the right to. For example, an increase in energy costs, fuel tax, sales tax or other taxes, etc. can justify a price increase if it causes the consumer price index to increase by more than 2 points. We will inform you of these changes in due time.

## 24. Dispute settlement procedures

Südsee-Camp G. & P. Thiele OHG is neither willing nor obliged to participate in a dispute settlement procedure before a consumer arbitration service.

## 25. Final provisions

The camping guest confirms with his booking that his personal details are correct. By accepting the booking, the camping guest acknowledges these terms and conditions including the campsite rules. The statutory regulations and the laws of the Federal Republic of Germany apply.

The exclusive place of jurisdiction for all disputes arising from the contract is Solltau for both parties if the camping guest is a merchant, has no general jurisdiction in Germany or his domicile or habitual residence at the time of lodging the claim is not known. Apart from that, the general place of jurisdiction applies.

If any provision of the general terms and conditions should be or become totally or partly invalid, then the validity of the remaining provisions shall not be affected. The wholly or partially invalid provision shall be replaced by a regulation, whose economic success comes as closely as possible to that of the invalid provision.

Südsee-Camp G. & P. Thiele OHG  
Südsee-Camp 1, 29649 Wietzendorf Phone: +49 5196 980116  
E-mail: [info@suedsee-camp.de](mailto:info@suedsee-camp.de) Website: [www.suedsee-camp.de](http://www.suedsee-camp.de)