

GENERAL TERMS AND CONDITIONS ERHOLUNGSGEBIET DOKTOR-SEE GMBH

The following terms and conditions (sometimes abbreviated to "GTC") apply between the camping guest/tenant/day visitor and Erholungsgebiet Doktor-See GmbH (hereinafter "lessor"). The lessor rents out rental accommodations, camping pitches and year-round camping pitches as well as offers day visits to the premises. By booking, the camping guest/tenant/day visitor expressly recognises the content of these terms and conditions. Deviating and/or supplementary agreements require the explicit written confirmation of the lessor.

1. Conclusion of the Contract/Booking

With your registration, you offer the lessor the binding conclusion of a rental/accommodation contract for the specified period and the stated number of persons. The registration can be carried out in writing, electronically, verbally and/or by telephone. The rental/accommodation contract (hereinafter "contract") is only definite upon written confirmation of the booking by the lessor. There is no right to a specific pitch or accommodation. Information provided by telephone, supplementary agreements and other assurances of any kind are non-binding and only form part of the contract when they have been confirmed in writing by the lessor. In cases when the particulars of the confirmation differ from the specified information of the registration, the lessor shall be bound by this new offer for ten days. The contract can be concluded on the basis of this confirmation unless you reject the acceptance in writing within this period.

2. Booking / Prices

The prices to be paid by the camping guest/tenant are based on the lessor's current price list. It is the responsibility of the camping guest/tenant to inform oneself about the prices applicable during the travel period before registering. The lessor reserves the right to increase prices or add surcharges in the event of cost increases in the tourism sector for personnel, energy, water supply etc.

All prices quoted include the German VAT applicable at the time of booking confirmation. In the event of a change in the VAT rate, the VAT amount stated in the booking confirmation shall be corrected accordingly and the VAT rate actually applicable shall be calculated and owed by the camping guest/tenant, provided that the service has not yet been provided by the lessor.

The same applies to the levying of as well as changes to municipal charges and/or taxes, such as tourism taxes.

If discounts are utilized, only the highest discount rate shall apply. It is not possible to cumulate or combine several discounts.

After receiving the booking confirmation, check it immediately for accuracy. The lessor reserves the right to change the booking to an equivalent if this is necessary for special reasons.

Bookings and stays of young people under the age of 18 travelling alone are not permitted and will be cancelled by the lessor. For stays with a parent or legal guardian, the minimum age for young people travelling without a parent or legal guardian is 16 years; they also require a written declaration of consent from their parents or legal guardians.

Bookings made by people who have been banned from the premises will be rejected or subsequently cancelled when the ban becomes known at a later date.

The camping guest/tenant must register all persons staying on the camping pitch/in the rental accommodation as well as persons visiting at the reception and pay the corresponding overnight or daily entry fees. A maximum of three people, excluding own children, can be registered for each pitch and a maximum of one caravan, motorhome or family tent is permitted.

For booking of rental accommodation (holiday lodges, holiday homes and houses, holiday chalets and sleeping barrels), a general minimum stay of two nights applies, in July and August seven nights.

Regarding camping pitches, only bookings which fulfil the minimum length of stay stated for rental accommodations can be accepted during certain periods.

Further minimum lengths of stay for both rental accommodation and camping pitch bookings can be found in the current price list.

Bookings by young adults and groups will only be accepted for specially designated areas and may be cancelled when other options are selected.

The lessor reserves the right to charge a deposit in the booking confirmation. The sum of the rental deposit depends on the pitch or accommodation as well as the number of guests to be accommodated. It constitutes at least €100.00 per booking or €20.00 per person.

3. Payments and Due Dates

After receipt of the booking confirmation, a down payment of 20% of the travel price, but at least €20.00, must be paid within ten days for each camping pitch/rental accommodation. The remaining balance is to be paid 21 days before your scheduled arrival date. The payment due dates and amounts are listed in the booking confirmation.

When the payment due dates are exceeded by more than seven days, the lessor shall be entitled to the right of extraordinary cancellation without special prior notice. In this case, the lessor may demand compensation from the camping guest/tenant for the expenses incurred up to the termination and the loss of profit – at least the amounts stated in the event of cancellation by the camping guest/tenant under section 4 of these General Terms and Conditions.

4. Rescission and Cancellation by the Camping Guest/Tenant

Before the start of the booked period, the camping guest/tenant may cancel the contract in writing (by post, via e-mail) at any time without giving reasons. The date of cancellation shall be determined by the date of receipt of the written cancellation by

the lessor. If the camping guest/tenant cancels the contract, the lessor is entitled to compensation as follows:

- up to three weeks before the date of arrival: 20% of the total price confirmed at the time of booking, but at least €20.00 will be retained as a processing fee
- from three weeks to five days before the date of arrival: 50% of the total price confirmed at the time of booking will be retained
- from four days before the date of arrival and in the event of no-show: 80% of the total price confirmed at the time of booking will be retained

When the booked stay is shortened, the camping guest will be charged a cancellation fee in the amount of the pitch price for the applicable time of the originally booked travel period. Bookings cannot be shortened below the general minimum stay. In the event of an arrival and/or departure date deviating from the booked period in the sense of a shortening, the fees will be charged in accordance with the original booking.

In the event of a one-off postponement of the booked travel period as a gesture of goodwill, the new travel price must correspond to or exceed the previous travel price. The cancellation period is fixed at the time of the postponement and continues to apply, an extension or easing of the cancellation conditions is not possible. The new travel date must be specified in writing within seven days but no later than the day of the originally booked arrival.

In the case of a lump sum, the camping guest/tenant is free to prove that the actual costs/damage incurred are lower.

5. No-Show/Late Arrival

Camping pitches and rental accommodations that are not occupied by the camping guest/tenant one day after the start of the rental period at 10:00 and for which no written agreement has been made regarding later occupation may be reallocated by the lessor, as may pitches that become vacant due to early departure. Payments already made are nonrefundable unless the camping guest/tenant can prove that the lessor has suffered less damage than the payment made.

6. Travel Cancellation Insurance

The lessor recommends the conclusion of a travel cancellation insurance contract.

7. Special Conditions for Rental Accommodations

Occupancy can only be in accordance with the maximum number of persons stated in the price list and only with the persons specified at the time of booking.

Pets are permitted to a limited extent in selected rental accommodations, as long as the property is suitable and specifically designated as such (a maximum of two pets per rental accommodation). For pets, a lump sum of €15.00 per pet per stay is billed.

For group travels, the lessor reserves the right to charge a deposit of €100.00 per person.

Tenants are obliged to treat the rental accommodation and its furnishings with care and to use it only with the contractually agreed number of persons. Smoking is prohibited in all rental properties. The tenant must check the rental accommodation on arrival with regard to the furnishings, inventory, and other items. Any defects or missing furnishings must be reported to the reception immediately or on the same day. 24 hours after the tenant has been granted access without complaint by the tenant, the rental accommodation is deemed to have been accepted free of defects.

The lessor would like everyone to enjoy their stay and needs help thereby. Should defects occur during the stay, the tenant is obliged to report these immediately to reception. If the lessor is unable to remedy the situation as a result of the tenant's failure to notify the lessor, the tenant is not entitled to reduce the rent or claim compensation (see § 536c German Civil Code). Damage and lost inventory or other rented items must be reimbursed by the tenant.

The setting up of tents, pavilions, caravans, motorhomes etc. next to the rental properties is only permitted by written authorization of the reception. During the stay, the tenant is responsible for ongoing cleaning.

On departure, the following applies:

The rental accommodation needs to be tidy and swept clean when handed over by the tenant. This includes: Sweeping the floors, cleaning the dishes, cooking pots, cutlery, etc., emptying the fridge, and disposing of rubbish and recyclables such as glass and plastic at the disposal points on the premises. An additional cleaning fee of €40.00 will be charged to the tenant if the rental accommodation has not been left tidy and swept clean as listed above. Further costs for special cleaning and repairs, if necessary, will be billed on a time and material basis as needed, as well as the costs for subsequent loss of rental income. All rental accommodations are non-smoking premises. In the event of non-compliance, deep cleaning costs of €250.00 plus the costs for subsequent rental losses will be charged.

8. Arrival and Departure

8.1 Camping:

The booked pitch is available from 14:00 on the day of arrival and has to be handed over by 13:00 on the day of departure. If the camping pitch is handed over later, an additional night will be charged. In the case of a follow-up booking and newly arriving camping guests are unable to use the pitch from 14:00, the lessor is entitled to vacate the pitch and the camping guest shall bear the costs for the loss of rent.

8.2 Rental Accommodations:

The booked rental accommodation is available from 15:00 on the day of arrival and has to be handed over by 10:00 on the day of departure. If the rental property is handed over later, the lessor is entitled to charge an additional night. In the case of a follow-up booking and newly arriving guests are unable to use the rental accommodation from 15:00, the lessor is entitled to vacate the rental property and the tenant shall bear the costs for the loss of rent.

9. Visitors

Only registered persons may enter the premises of the Erholungsgebiet Doktor-See GmbH. Day visitors (of camping guests/tenants) must be registered (by them) at the reception and pay the (daily/overnight) fee according to the price list. Visitors' vehicles must be parked in the car parks outside the gates.

10. Park Rules and Regulations

The camping guest/tenant, their fellow travellers and visitors must comply with the park rules and regulations displayed at the reception building and on the website www.doktorsee.de. In particular, the times specified there have to be observed. Access to the campsite is closed during the night (23:00 to 06:00) and the quiet hours from 22:00 to 07:00 must be respected.

The lessor's events, such as live music in the areas of the restaurants, may continue until midnight in exceptional cases (until 02:00 for "Doktorsee in Flammen" and the Oktoberfest at the Lake).

11. Extraordinary Rescission and Cancellation by the Lessor

In case of breaches of the park rules and regulations, the lessor is entitled to extraordinary termination if the camping guest/tenant, their fellow travellers or day visitors endanger or cause lasting disturbance to others through their behaviour or if they behave in such a manner contrary to the contract that immediate cancellation of the contract is justified. In that case, the camping guest/tenant, their fellow travellers and day visitors are obliged to leave the premises of the Erholungsgebiet Doktor-See GmbH immediately after the notice of termination has been given. The camping guest/tenant/visitor is not entitled to a pro rata refund of the total amount of the booking confirmation.

If the camping guest/tenant defaults on payment, the lessor has an extraordinary right of cancellation (see section 3 GTC).

The lessor is also entitled to extraordinary cancellation of the contract for factual/objective reasons, for example when

- force majeure or other extraordinary circumstances for which the lessor is not responsible make it impossible to fulfil the contract;
- bookings are culpably made with misleading or false information about essential contractual facts, e. g. the person of the camping guest/tenant, fellow travellers;
- the lessor has reasonable grounds to assume that the usage of the service may jeopardise the smooth running of the business, the safety or the public reputation of the lessor, without this being attributable to the lessor's sphere of control or organisation.

12. Special Conditions Year-Round Camping

The prices for year-round camping pitches are regulated in the respective year-round camping contracts. A deposit of €500.00 is charged per year-round camping pitch upon conclusion of the contract. The deposit will be refunded when the year-round camping pitch is vacated and handed over to the lessor in a tidy and clean condition and when there are no outstanding claims on the part of the lessor against the camping guest/the year-round camping pitch lessee. The lessee is obliged to register their visitors and must ensure that the corresponding overnight or daily entry fees for visitors are paid at the reception. The lessee is liable in this respect as a joint debtor besides the visitor(s).

In the event that a year-round camping pitch is permanently used by a second family related to the lessee, the co-users must purchase a family ticket. In this respect, the lessee is also liable as a joint debtor besides the second family. The (first) family of the lessee is considered to be the spouse or partner living with the lessee in a civil partnership and all their children up to the age of 18, as well as children over the age of 18 in vocational training living with their parent(s). This must be proven by the lessee. All other related persons constitute a second family.

13. Dogs and Other Pets (see also section 7 GTC)

Bringing along and keeping pets is only permitted after payment of the indicated price. The lessor reserves the right to withdraw permission at any time if other camping guests/tenants feel disturbed by the pet due to conspicuous behaviour and when there have been complaints.

Pets must never be left unattended in the rental accommodations or on the camping pitches and must be kept away from ducks and other local animals. Furthermore, pets are not permitted on the playgrounds, in the SeeSa, and in sanitary buildings. Pets are not allowed to bathe and swim in lake one.

There is also a general obligation to keep dogs on a leash on the entire premises. To walk dogs, there are several field paths close to the premises and along the Weser. The dog owner is responsible for the immediate disposal of droppings. Free dog waste bags for droppings are available at the reception building. So-called "list dogs" (dogs which are potentially dangerous) must be registered as such when arriving. Dog showers are located at the reception building and by the sanitary buildings 1, 2, and 9.

14. Deficiencies / Complaints

Any complaints regarding the camping pitch or rental accommodation must be reported immediately by the camping guest/tenant/day visitor to the lessor/reception. The assertion of defects is excluded if these have not been reported directly to the lessor/reception during the stay of the camping guest/tenant. The lessor/reception must be given a reasonable period of time to rectify the deficiency (rectification of defects).

15. Environmental Protection

To protect nature and the environment at and in the Doktorsee camping and recreation park, access bans to neighbouring nature reserves, regulations and laws for the protection of nature and the environment must be observed.

In particular, due to the risk of water pollution, it is prohibited to discharge waste water at points not expressly authorized for this purpose or to allow it to seep into the ground. In the event of non-compliance, the persons concerned expose themselves to prosecution by the authorities in charge and are liable for any damage caused. Any infringement will be reported to the police!

16. Use of Fire

Open fires are strictly prohibited on the entire premises as they pose a significant danger. Exempt from this ban are barbecues whose fire bowl is at least 30 cm above the ground; disposable barbecues are also not permitted without exception. In case of prolonged drought, the use of barbecues may also be prohibited by the lessor for the foreseeable future for safety reasons.

17. Liability

Every camping guest/tenant/visitor pledges to treat the inventory, the rental accommodation, the camping pitch, and everything on the premises with care. They are also obliged to compensate the lessor for any damage caused by them, their fellow travellers and visitors.

The lessor shall only be liable in the event of wilful intent or wilful negligence on the part of its legal representative or vicarious agent in accordance with the legal regulations. Apart from that, the lessor shall only be liable for injury to life, body or health. This applies to all claims for damages (in particular for damages in addition to the service and damages in lieu of service), irrespective of the legal grounds, especially due to the breach of duties arising from the contractual obligation or from unauthorized action. The lessor can only be liable for falling branches or the like within the scope of the existing liability insurance. There is no claim for damage caused by force majeure.

18. Data Protection

Responsible for the personal data (data processing) is the lessor: Erholungsgebiet Doktor-See GmbH. The camping guest/tenant/visitor can find further information on the website and in the data protection information available as part of the booking process. Contact details of the data processing controller: The camping guest/tenant/visitor can contact the data protection controller by email, telephone or via the lessor's postal address.

The camping guest/tenant/visitor agrees that their personal data registered by the lessor as part of customer service and the data pertinent for payment processing may be stored and automatically processed. Both contracting parties shall comply with the relevant provisions of the General Data Protection Regulation (GDPR) and all other relevant laws both during the term of the contractual relationship and after its termination.

If the lessor has received the email address of the camping guest/tenant/visitor in the course of processing the contract, they can use this to occasionally send information

about its offers if the camping guest/tenant/visitor has not objected to this. An objection can be made at any time by email to info@doktorsee.de or by post. The data will only be circulated to third parties in accordance with legal regulations. The lessor will only pass on data when it is necessary for contractual purposes in accordance with Art. 6 Para. 1 lit. b) GDPR, if the lessor is obliged to do so due to legal requirements (Art. 6 Para. 1 lit. c) GDPR) or when the lessor has a legitimate interest in the economic and effective operation of its business operations in accordance with Art. 6 Para. 1 lit. f) GDPR. The lessor has taken suitable legal precautions and appropriate technical and organizational measures to ensure the protection of personal data in accordance with the relevant statutory provisions.

The lessor's premises are monitored by video cameras in critical areas. This serves to ensure the safety of camping guests/tenants/visitors (detection and prevention of safety hazards), to protect property and possessions, to control access authorisations and to exercise domiciliary rights. The recordings are only analysed when necessary and only the required data is stored until classification. Data is only passed on to third parties in accordance with legal requirements. The video recordings are regularly deleted automatically. In addition, the recording device is protected against access by unauthorised third parties by means of suitable data protection measures.

At regular intervals, the lessor carries out image and sound recordings in the premises for marketing purposes. In case the camping guest/tenant/visitor does not wish to be recorded, the photographer or camera team must be informed immediately. When persons are not recognisable as so-called 'extras', no publication will occur without the consent of the person concerned.

When the lessor processes personal data of a camping guest/tenant/visitor, the camping guest/tenant is a data subject within the meaning of the GDPR and has the following rights:

- Right of access by the data subject (Art. 15 GDPR)
- Right to rectification (Art. 16 GDPR)
- Right to erasure (Art. 17 GDPR)
- Right to restriction of processing (Art. 18 GDPR)
- Right to data portability (Art. 20 GDPR)
- Right to object (Art. 21 GDPR)

Furthermore, the camping guest/tenant/visitor has the right to lodge a complaint with a data protection supervisory authority in accordance with Art. 77 GDPR.

When a request for information is not made in writing, the lessor may request evidence from the camping guest/tenant/visitor that proves that the camping guest/tenant/visitor is the person the camping guest/tenant/visitor claims to be.

The data stored by the lessor will be deleted as soon as it is no longer required for its intended purpose and the deletion does not conflict with any statutory retention obligations. Retention obligations arise in particular for commercial and tax law reasons. In accordance with legal requirements, data is stored for six years in accordance with Sec. 257 Para. 1 German Commercial Code (commercial letters,

accounting documents) and for ten years in accordance with Sec. 147 Para. 1 German General Fiscal Code (accounting documents, commercial and business letters, documents relevant to taxation and tourism registration forms).

19. Miscellaneous

The instructions of the administration/reception and authorised representatives must be followed at all times. In exercising their property rights, the lessor and their authorised representatives are entitled to refuse to admit persons or to expel them from the premises when this appears necessary to maintain order and is in the interests of the camping guests/tenants/visitors.

The gas system on every pitch and in every camping vehicle must be checked every two years by authorised personnel. This regulation also applies to vehicles without licence. Gas bottles must be stored securely and in proper condition. In case of failure to comply with this regulation, the Erholungsgebiet Doktor-See GmbH does not assume any liability for occurring damages. The inspection certificate needs to be presented at the reception. A max. of three gas bottles are permitted per pitch.

It is prohibited to bring and use weapons and shooting equipment of any kind within the premises. Shooting practices with air rifles, crossbows, and bows are also not permitted. The only exception is archery during the entertainment programme.

The sale and trade of goods of any kind as well as the sale of caravans and mobile homes by the camping guest/tenant, their fellow travellers, and visitors is generally not permitted in the entire camping and recreation park. Exceptions may be granted by the lessor in special cases.

Erholungsgebiet Doktor-See GmbH offers its guests access to the Internet in the form of a Wi-Fi hotspot. The provision is free of charge, voluntary and not part of the contractually agreed service. The data rate may be subject to fluctuations and disruptions, in particular, due to high capacity utilisation. Generally, surfing the Internet as well as sending and receiving emails is made possible at various locations. The hotspots may be changed, restricted or discontinued without prior notice. There is no right to a specific local coverage of the Wi-Fi.

Living (habitual, permanent residence) and residence registrations are not permitted on the premises of Erholungsgebiet Doktor-See GmbH.

The charging of electrically powered vehicles is only permitted at the charging points provided for this purpose.

Packages and parcels for guests cannot be accepted. Only in absolute emergencies and by arrangement with the reception guests can have parcels sent to Doktorsee (for example medication). Otherwise, parcels and packages must be sent to the parcel pick-up stations/post offices in the area.

Bank details of Erholungsgebiet Doktor-See GmbH: Sparkasse Schaumburg, IBAN DE61 2555 1480 0510 1122 04, BIC: NOLADE21SHG.

VAT identification number DE 116543764, German Commercial Register HRB2158 – District Court of Stadthagen.

The prices and dates stated in the booking confirmation / in the contract and the contract invoice are binding. Offers and prices stated elsewhere correspond to the status on the date of publication.

20. Errors

The lessor reserves the right to correct errors, literal mistakes, and miscalculations.

21. Offsetting

The camping guest/tenant may only offset claims that are undisputed or have been legally established.

22. Place of Jurisdiction

German law applies. The camping guest/tenant/visitor can only sue the lessor at the lessor's registered business address. The place of residence of the camping guest/tenant/day visitor shall be decisive for lawsuits brought by the lessor, unless the action is directed against general merchants or persons who have no place of general jurisdiction in Germany or against persons who have moved their place of residence or habitual abode abroad after conclusion of the contract or whose place of residence or habitual abode is not known at the time the complaint is filed. In these cases, the registered business address of the lessor shall be decisive.

December 2023

Erholungsgebiet Doktor-See GmbH