

Welcome to the North Sea Coast

Conditions of travel/General terms and conditions

A warm welcome to Esens-Bensersiel.

Dear vacationers, we are pleased that you have chosen to spend your holiday with us here at the beautiful North Sea. Unfortunately, we do have some fine print. We recommend that you read the following conditions of travel, which we already send to you before you make your booking.

I Conditions of travel for all-inclusive trips

1. Registration, travel confirmation

For organisational reasons, all-inclusive trips should be booked up to 10 working days before the start of the trip.

1.1. Travel contract

With your travel registration, you are providing the tour operator (here: the tourist agency Esens-Bensersiel – an in-house operation of the city of Esens) a binding conclusion of a travel contract. You can register in writing, verbally, by telephone, or via electronic media. You will receive a written travel confirmation after the contract has been concluded. If the content of the travel confirmation deviates from the content of the booking, this constitutes a new offer to which the tour operator is bound for a period of 10 days. The travel contract is concluded on the basis of this new offer if the person booking the trip accepts the offer by express declaration, a down payment, or final payment. For all of the above-mentioned types of booking, we would like to point out that there is no cancellation right after the contract has been concluded, due to the statutory provision stipulated in § 312 (b) para. 3 no. 6 BGB (German Civil Code). However, cancelling the contract is possible at any time, subject to the regulations in Section 5 of these conditions of travel.

1.2. Liability for fellow travellers

The individual registering for the trip also registers for all fellow travellers listed in the registration, for whose contractual obligations the registering individual is responsible, as well as for his/her own obligations, provided that he/she has assumed a corresponding obligation by express and separate declaration.

2. Down payment/final payment

2.1. Upon conclusion of the contract, a down payment must be paid into the account specified in the travel confirmation, which will be deducted from the total travel price. The amount is 10% of the total travel price. The remaining amount is to be paid 14 days prior to the start of the trip into the account of the tour operator specified in the invoice. The tour operator is exempt from compulsory insolvency insurance, since it is a corporation under public law, which is why the exemption of § 651 (k) para. 6 no. 3 BGB applies.

2.2. Default of payment

If the travel price is not paid in full before the start of the trip, the tour operator can withdraw from the travel contract after issuing a warning and setting a deadline. In this case, the operator can charge cancellation fees as compensation in accordance with Section 5.2 of these conditions of travel.

3. Service, prices

3.1. Service description

The scope of the travel services to be provided results from the relevant service description given at the time the trip is booked, and the information relating to this in the booking confirmation.

3.2. You do not have a claim to reimbursement for services that you did not make use of (e.g. if the trip was cut short), but which were offered to you in due form. However, the tour operator will try to reimburse the expenses saved by the service providers due to you not making use of the services.

4. Service and price changes

4.1. Changes to travel services

The tour operator reserves the right to change and deviate from individual travel services specified in the content of the concluded travel contract, insofar as this becomes necessary after the contract has been concluded, has not been brought about by bad faith on the part of the tour operator, and does not significantly impair the content of the booked trip.

4.2. Possible warranty claims remain unaffected if the changed services rendered prove to be defective. The tour operator is obligated to inform you immediately about any changes to services and deviations from services. If necessary, the tour operator will offer you an option of free cancellation.

5. Cancellation by the guest

5.1. Cancellation before the start of the trip/cancellation fees

The traveller can cancel the travel contract at any time before the start of the trip. The decisive factor is the receipt of the cancellation notice by the tour operator. We recommend giving notice of cancellation in writing. If you withdraw from the travel contract or do not start the trip, the tour operator will ask for compensation for the travel arrangements made and expenses incurred. The flat-rate compensation claim is calculated as a percentage and depends on how long before the contractually agreed start of the trip the cancellation is made, as well as the total trip price. The flat-rate cancellation fee per person is:

15% up to the 45th day before the start of the trip,

25% up to the 30th day before the start of the trip,

30% up to the 21st day before the start of the trip,

40% up to the 11th day before the start of the trip,

70% up to the 7th day before the start of the trip,

80% up to the 2nd day before the start of the trip,

90% of the travel price if the cancellation is even closer to the travel date or if you are a no-show.

5.2. The reimbursement which is due to the traveller based on the cancellation is done immediately. You are entitled to provide the tour operator with proof that less financial damage was caused than that of the requested flat rate. The tour operator endeavours to reimburse the expenses saved by the service providers. This obligation of reimbursement does not apply if the services are completely insignificant or if there are legal or official provisions against said reimbursement.

5.3. Changes to a booking

You can make changes to your trip up to and including the 30th day prior to the start of the trip. The tour operator is entitled to charge a fee of € 25.00 for the associated expenditure. Change requests that can be made after this period, if at all possible, can only be carried out after cancellation of the travel contract under the above conditions and a re-registration. This does not apply to booking request changes that only cause minor expenditure.

6. Duty of cooperation and obligations of the traveller

6.1. You are obligated to report any defects immediately and to minimise and avoid any possible damage. In particular, you are obligated to immediately inform the local tour guide of your complaint, who is instructed to rectify the situation as far as possible.

6.2. If no local tour guide is available and owed according to the contractual agreements, you are obligated to immediately and directly inform the tour operator of your complaint at the address and telephone number below and to seek rectification of the situation.

6.3. If you want to cancel the travel contract according to § 615 (e) BGB due to a travel defect type described in § 615 (c) BGB or for an important reason due to unreasonableness on other grounds, you must give the tour operator a reasonable period of time to rectify the situation. This period is only expendable if remedial action is impossible or refused by the tour operator or if the immediate termination of the contract is justified by a special interest that the tour operator recognises.

7. Limitation of liability

7.1. The tour operator's contractual liability for damage, not including bodily injury, is limited to three times the total travel price, a) insofar as damage to the traveller is not caused intentionally or through gross negligence, or b) insofar as the tour operator is responsible for damage caused to the traveller solely due to fault on the part of a service provider. The tour operator is not liable for defaults connected to services that are only brokered as external services and that are expressly identified as external services in the concrete service description. However, the tour operator is liable a) for services that involve the transportation of the customer from the advertised place of departure to the advertised destination, intermediate transportation during the trip, as well as accommodation during the trip;

b) if and insofar as damage to the customer is caused by the violation of information, specification, or organisational obligations of the tour operator.

7.2. Tortious liability on the part of the tour operator for property damage that is not based on intent or gross negligence is limited to three times the total travel price. This maximum liability amount applies to each traveller and trip. Any further claims in connection to luggage pursuant to the Montreal Convention that go beyond this remain unaffected by the limitation.

8. Statute of limitation

Claims for the non-contractual provision of the trip must be asserted to the tour operator within one month after the contractually agreed termination of the trip. After the deadline has lapsed, claims can only be asserted if the claimant was prevented from meeting the deadline through no fault of his/her own. Claims according to §§ 651 (c) to (f) BGB, with the exception of those regarding damage to body and health, have a statute of limitation of one year. The statute of limitation begins on the day on which the trip should end according to the contract. If the traveller has asserted such claims, the statute of limitation is suspended until the day on which the tour operator rejects the claims in writing. Claims from tortious acts expire after three years.

9. Cancellation insurance

In your own interest, we recommend that you take out cancellation insurance for your trip. We enclose a corresponding form with the booking confirmation. Of course, you are free to choose your preferred insurance institution.

10. Place of jurisdiction

10.1. The traveller can only initiate legal proceedings against the tour operator at its registered office.

10.2. German law applies exclusively to the entire legal and contractual relationship between the tour operator and travellers, who do not have a general place of residence or business in Germany.

10.3. For legal proceedings by the tour operator against the traveller, the traveller's place of residence is the place of jurisdiction, unless the legal proceedings are directed against general merchants, legal persons under public or private law, or persons who are domiciled or habitually resident abroad, or their domicile or usual place of residence is not known at the time of filing the lawsuit. In these cases, the registered office of the tour operator is the place of jurisdiction.

10.4. The above conditions do not apply if and insofar as something else results from the indispensable provisions of international agreements, which apply to the contract between the tour operator and the travel participant, in favour of the travel participant.

II Special conditions for bookings on the camping site (parking spaces, sleeping beach chairs)

The following conditions apply to the provision of a parking space/sleeping beach chair on the Beach- and Family Camping Site Bensersiel between the guest (renter) and Esens-Bensersiel Tourismus GmbH (renting company), hereinafter referred to as: "renting company" and "guest". These conditions supplement or complete the provisions of the German Civil Code on rental contract law §§ 535 BGB et seqq.

1. Down payment

1.1. With the conclusion of the contract and sending of the reservation confirmation, a down payment of 100% of the rental price is due prior to arrival. At least 20% of the rental price must be paid immediately and the remaining amount must be paid up to 6 weeks prior to arrival.

1.2. In the case of an online booking, the total amount is due for payment immediately.

1.3. Any additional parking spaces that are booked at short notice must be paid at the camping reception on the day of arrival.

1.4. If the rented parking space is not used, the withdrawal/cancellation conditions in accordance with Section 2 of these special conditions apply.

2. Withdrawal/cancellation by the guest

2.1. We would like to point out that – regardless of the type of booking and the length of the stay – the guest has no general legal right to withdraw from or cancel the rental agreement free of charge. This also applies to illness, for professional reasons, or, for example, vehicle defects, which do not release the guest from paying the agreed accommodation price.

However, in any cancellation case, the renting company grants the guest a right of withdrawal with the proviso that in the event of a withdrawal/cancellation (which must be in writing in the interest of

the guest), the renting company will charge a processing fee of € 50.00 with your down payment regardless of the time of cancellation.

The additional cancellation fee is:

up to 6 weeks prior to arrival 0% of the rental price,
thereafter 50% of the rental price.

The renting company will make every effort to rent out the space in another manner. For the days on which this is possible, the guest will not be charged any cancellation fees.

2.2. The cancellation fees mentioned under Section 2.1 also apply in the event of absence without prior notification (i.e. no-show).

2.3. In the event of the assertion of the right to withdraw/cancel, the guest is permitted to prove to the renting company that no or significantly lower cancellation costs or processing fees were incurred. In this case, the guest is only obligated to pay the lower costs.

3. Withdrawal/cancellation by the renting company (especially sleeping beach chairs)

3.1 The renting company reserves the right to cancel the reservation at short notice due to wind and weather. In this case, the guest will receive a voucher that can be redeemed at another date. The renting company will not provide alternative accommodation.

3.2 In case of no show bookings the validity of the voucher is expired.

3.3 The guest has to settle his account with the original voucher at the reception.

3.4 A full cancellation by guest has to be done by written information to the renting company and will cause a service fee of 50,00 €.

4. Changes to the booking by the guest

4.1. As far as possible and available, the renting company will change the booking within the same camping spot category and for the originally booked length of stay to a new date in the current season free of charge.

5. Arrival and departure times

5.1. Unless otherwise agreed, the booked camping spot is available from 2:00 p.m. on the day of arrival.

5.2. If the arrival is planned after this time, the guest is obligated to inform the renting company of this in good time. If the guest does not do so, the renting company is entitled to rent out the accommodation space two hours later if the guest is staying for one night, or after 11:00 am on the following day if the guest is staying for several nights.

5.3. Unless otherwise agreed, the camping space must be vacated by 11 a.m. on the day of departure.

6. Liability of the renting company

6.1. The guest is obligated to notify the renting company of any defects in the leased object/camping spot, insofar as they are immediately apparent at that moment, or at a later moment if they occur later. If this is culpably omitted, claims for reimbursement, reduction in price, and/or compensation are excluded.

6.2. The contractual liability of the renting company for damage, not including bodily injury, (including damage due to violation of pre-, secondary- and post-contractual obligations) is limited to three times the accommodation price,

a) insofar as damage to the guest is neither done deliberately nor is grossly negligent, or

b) insofar as the renting company is responsible for damage incurred by the guest solely due to the fault of a vicarious agent of the renting company.

7. In general

7.1 Please always inform us about the correct licence tag before arrival. An electric car will automatically cause an extra power fee.

7.2 In case of any unpredictable circumstances the rental company may change prices at any time.

Conditions last edited: October 2022

Beach- and Family Camping Site Benersiel

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Tour operator for all-inclusive trips:

Tourist Agency Esens-Benersiel

- an in-house operation of the city of Esens -

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Welcome to the North Sea Coast

Camping site rules

for the Beach and Family Camping Site Benersiel

(1) General information

- a) These camping regulations are deemed recognised when entering the campsite. The camping site rules are part of our GTC.
- b) The Beach and Family Camping Site is a public camping site within the meaning of the present regulation. It is intended to be used for camping and living in caravans/mobile homes.
- c) The campsite is located on a dune site, which has been reclaimed from the Wadden Sea. It lies 1.65 to 2.20 m above mean high water.
- d) The campsite is open from Easter to September/October of every year and must then be cleared completely due to the dyke protection law.

(2) Liability

- a) The operator assumes no liability for damage which can be ascribed to force majeure, such as storm surges, hurricane-like winds, etc.
- b) The operator is not liable for accidents and injuries or for lost or damaged property. It is recommended to visitors to take out theft, fire, or liability insurance.

(3) Arrival and departure

- a) When you arrive, please register at the campsite reception at the entrance of the camping site and present your ID. The registration must be completed in person and signed by hand.
- b) Every camping guest receives a Nordsee ServiceCard (spa card) upon registration, which must be shown when passing the barrier without being asked to do so.
- c) Guests who arrive after the campsite team has closed will be granted access to the camping site until 9:00 p.m. – after handing in their ID to the security staff.
- d) The camping spot must be vacated by 11 a.m. on the day of departure.
- e) Generally, the groundsman and his staff will assign a camping spot to the guests. The tents must be set up as soon as you arrive.
- f) After the tents are dismantled or the caravans have been moved, the area must be left in a tidy condition.

g) Children and adolescents under the age of 18 may only camp on the campsite if accompanied by a legal guardian or a youth group leader with an official ID.

This does not apply to children and adolescents aged 12 to 18 who have written permission from a custodian.

h) Tents and caravans are allowed on the campsite for the period during which they are actually occupied. The campsite management can have unoccupied tents and caravans removed at the owner's expense without being obligated to prove that anything has gone missing.

(4) Orderliness and behaviour

a) The facilities and equipment of the campsite and the operator must be treated with care to avoid claims for damages.

b) The groundsman and his staff are responsible for the general orderliness of the campsite. Their instructions must be followed.

c) If necessary, a security service is deployed, which, among other things, must ensure orderliness and peace & quiet. The security service has domiciliary rights on the campsite. In the event of gross violations of the conditions of the campsite regulations, the security service is entitled to remove users and visitors from the campsite.

d) In the event of gross and repeated violations of these camping site regulations, the groundsman and the manager/operations manager, in addition to the security service, are entitled to remove visitors from the campsite.

e) To protect the turf, ditching the tents is not permitted. Wind protection poles and objects must not be driven into the ground deeper than 40 cm to protect the cables laid therein. To protect the lawn, no airtight foils or the like may be laid out. A lane of 50 cm each should be left between the tent spaces at the level of the power supply boxes and a fire protection distance of 3 m is to be left next to each camping plot. The caravan must be set up with the entrance door to the dyke. Only one tent/camper/caravan may be set up per plot.

f) Containers for paper, glass, and residual waste are available for waste disposal. The residual waste is sorted by our waste disposal service providers.

g) Areas for cooking and barbequing on the campsite must be kept under constant observation. Gas bottles must be protected against the sun. Electrical equipment must comply with VDE regulations.

h) Wastewater from caravans and tents must be collected in suitable containers and emptied into the chemical toilet drains. (NOT into the gullies.)

i) Driving motorcycles and vehicles is only permitted when entering and exiting the campsite on the paths authorised for this purpose. The maximum speed on the campsite is 10 km/h.

j) Kindly note that it is not allowed to arrange any kind of event inside the restroom area or close to the building.

(5) Quiet times

a) There is quiet time from 1:00 p.m. to 2:00 p.m. and from 10:00 p.m. to 7:00 a.m. Please be considerate of other guests and avoid making any disturbing noise. All vehicle traffic is prohibited during the night's rest. During these times, guests arriving can park their cars in the public parking areas outside the camping site (without liability of the operator).

(6) Prohibited

- a) Dogs are not allowed on the camping site
- b) No hawking is allowed on the camping site.
- c) Flying kites and drones is not allowed on the camping site, the beach area, and the dyke.

(7) First aid

a) The swimming supervisor of the outdoor pool will provide first aid for minor accident. If medical assistance is required, you will find the doctor's number in the cabinet at the reception.

(8) Seasonal prices and conditions

a) We reserve the right to change all prices, information, and the accommodation plan without prior notice and at any time. The parking space prices and additional fees are posted and can be found on our website.

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