

General Terms and Conditions (GTC)

Camp-Hammer

Campsite • Holiday Accommodations • Group Meadow • Sauna & Hot Tub

Version: July 2026

§ 1 Scope

(1) These General Terms and Conditions (GTC) apply to all contracts between Camp-Hammer, owner Katja Ellinger, An der Streng 6–7, 52152 Simmerath (hereinafter "Camp-Hammer") and its guests regarding

- tourist pitches,
- rental accommodations (e.g. Sternengucker accommodations, holiday home),
- group bookings,
- additional services,
- sauna and hot tub bookings, and
- other services offered.

(2) By completing a booking, the guest acknowledges these GTC and the site rules in their respective valid version as binding parts of the contract.

(3) Deviating conditions of the guest do not apply unless Camp-Hammer expressly agrees to them in writing.

§ 2 Contracting Parties

The contracting party is

Camp-Hammer

Owner: Katja Ellinger

An der Streng 6–7

52152 Simmerath

Germany

Phone: +49 (0) 2473 9383003

Mobile: +49 (0) 171 9077755

Email: info@camp-hammer.de

VAT identification number: DE234274163

§ 3 Conclusion of Contract

(1) The presentation of pitches, rental accommodations and other services on the website does not yet constitute a legally binding offer.

(2) By completing the booking process, the guest submits a binding offer to conclude an accommodation contract.

(3) The contract is only formed when Camp-Hammer expressly confirms the booking. Booking confirmation is generally sent automatically by email.

(4) The guest is obliged to provide all information completely and truthfully.

(5) The guest must check the booking confirmation immediately upon receipt for accuracy and notify Camp-Hammer of any obvious errors without delay.

§ 4 Online Booking

(1) Bookings are generally made via Camp-Hammer's online booking system.

(2) Before completing the booking, the guest expressly confirms that they have

- read these GTC,
- acknowledge the site rules,
- taken note of the privacy policy.

(3) Camp-Hammer is entitled to reject bookings if

- obvious input errors exist,
- false information was provided,
- security concerns exist,
- previous contractual breaches by the guest exist, or
- outstanding claims from previous stays exist.

There is no entitlement to conclude a contract.

§ 5 No Statutory Right of Withdrawal

For contracts for accommodation services with a fixed agreed arrival and departure period, there is no statutory right of withdrawal pursuant to Section 312g (2) No. 9 of the German Civil Code (BGB).

The booking can therefore only be cancelled after conclusion of the contract in accordance with the cancellation conditions set out in these GTC.

§ 6 Prices

- (1) Only the prices published at the time of booking apply.
 - (2) All prices include the applicable statutory value added tax, unless otherwise stated.
 - (3) Statutory levies (e.g. the overnight stay tax of the municipality of Simmerath) are shown separately unless already included in the total price.
 - (4) Additional services are charged according to the applicable price list.
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§ 7 Payment Terms

- (1) Payment methods are specified in the booking system.
 - (2) Invoices are due immediately without deduction, unless another payment period has been agreed.
 - (3) Outstanding claims may be transferred to a debt collection agency or lawyer.
 - (4) Set-off is only permitted with undisputed or legally established claims.
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§ 8 Arrival and Departure

- (1) Arrival and departure times are specified in the booking confirmation or the current information on the website.
 - (2) Earlier arrival or later departure requires the express consent of Camp-Hammer.
 - (3) There is no entitlement to a specific pitch unless this has been expressly and bindingly promised.
 - (4) If a pitch or accommodation is unavailable for technical or operational reasons, Camp-Hammer is entitled to provide an equivalent substitute.
 - (5) If arrival is delayed, the full booking price remains due. Unused overnight stays are generally not refunded.
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§ 9 Minors

Minors may use the campsite only when accompanied by a legal guardian or an adult supervisor authorised in writing by the guardian.

Camp-Hammer may require appropriate proof.

§ 10 Cancellation by the Guest

(1) Cancellation must be made exclusively via the cancellation function contained in the booking confirmation or in writing by email. The time of receipt of the cancellation by Camp-Hammer is decisive.

(2) For pitches, rental accommodations and other reserved services, the following cancellation fees apply:

- up to and including 30 days before arrival: free of charge
- less than 30 days up to and including 7 days before arrival: 50% of the agreed total price
- less than 7 days before arrival and in case of no-show: 100% of the agreed total price

(3) The guest expressly reserves the right to prove that Camp-Hammer incurred no damage or substantially less damage.

(4) Camp-Hammer takes into account saved expenses and income from alternative rental of the cancelled service, insofar as these are actually achieved.

(5) In case of delayed arrival or early departure, there is generally no entitlement to a refund of unused overnight stays or services.

(6) We expressly recommend taking out external travel cancellation insurance.

§ 11 Rebooking

(1) There is no entitlement to rebooking.

(2) Changes to the travel period, accommodation, pitch or other essential contractual components are generally treated as cancellation of the existing booking and a new booking at the then applicable prices and conditions.

(3) Camp-Hammer may voluntarily agree to a change in individual cases. There is no legal entitlement to this.

§ 12 Visitors

- (1) Visitors must register at reception before entering the campsite.
 - (2) Visitors may enter the site only with the consent of Camp-Hammer.
 - (3) Visitors must comply with the site rules and follow the instructions of staff.
 - (4) The guest is liable for the behaviour of their visitors as for their own behaviour.
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§ 13 Dogs and Other Pets

- (1) Dogs are permitted only on the pitches designated for this purpose and in the expressly approved areas.
 - (2) Dogs are not permitted in dog-free areas or in correspondingly marked rental accommodations.
 - (3) Dogs must at all times be kept in such a way that other guests are neither endangered nor disturbed. Outside the guest's own pitch, dogs must be kept on a leash.
 - (4) Soiling must be removed immediately.
 - (5) Excessive or persistent barking, aggressive behaviour or breaches of the site rules may lead to exclusion of the animal or ? in serious cases ? exclusion of the guest from the campsite.
 - (6) Other pets may only be brought with prior consent from Camp-Hammer.
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§ 14 Pitches

- (1) A pitch may only be occupied within the agreed scope.
 - (2) Additional tents, pavilions, vehicles or other structures are only permitted if expressly booked or approved.
 - (3) Changes to the pitch, in particular digging, permanent installations, fencing or other structural alterations, are not permitted for tourist guests.
 - (4) Vehicles, caravans and motorhomes must be parked exclusively within the rented pitch.
 - (5) Charging electric vehicles at the pitch electricity connections is not permitted unless an expressly designated charging facility is used.
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§ 15 Rental Accommodations

- (1) Rental accommodations may only be used by the booked number of persons.
 - (2) Smoking is prohibited in all rental accommodations.
 - (3) Damage or defects must be reported to Camp-Hammer without delay.
 - (4) The guest is liable for all damage caused by themselves or their fellow travellers.
 - (5) The accommodation must be returned swept clean and with complete inventory.
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§ 16 Group Bookings

- (1) Supplementary contractual conditions may be agreed for groups.
 - (2) The respective group leader is the contact person for Camp-Hammer and is responsible for compliance with the GTC and site rules by all participants.
 - (3) A security deposit may be required for group bookings.
 - (4) In case of serious or repeated breaches of the site rules or special group agreements, Camp-Hammer may terminate the contract without notice, ban the group from the site and retain an agreed deposit in whole or in part in accordance with the contractual provisions. Further claims for damages remain unaffected.
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§ 17 Sauna and Hot Tub Area

- (1) Use is permitted only after prior booking.
 - (2) Use is at the guest's own risk.
 - (3) Persons with health restrictions, cardiovascular diseases or other medical risks should seek medical advice before use.
 - (4) Children may use the sauna or hot tub area only when accompanied by a responsible adult.
 - (5) Instructions from staff must be followed at all times.
 - (6) For hygienic reasons, guests must shower before use. House and hygiene rules must be observed.
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§ 18 Wi-Fi

- (1) Camp-Hammer provides guests with Wi-Fi access during their stay.
 - (2) There is no entitlement to uninterrupted or fault-free availability.
 - (3) The guest is responsible for lawful use of the internet access.
 - (4) Unlawful use, in particular copyright infringements, criminal content or attacks on third-party systems, is prohibited and may lead to immediate exclusion from use as well as claims for damages.
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§ 19 Personal Responsibility and Traffic Safety

- (1) Camp-Hammer operates the campsite with due care and fulfils statutory traffic safety obligations.
 - (2) Camping is a nature-oriented form of recreation. Uneven paths, roots, branches, changing weather conditions, darkness, wet conditions and nature-related circumstances cannot be completely avoided despite regular inspections.
 - (3) Every guest is obliged to behave prudently in accordance with the respective weather, light and site conditions and to take appropriate precautions.
 - (4) We particularly recommend carrying a torch in the evening and at night.
 - (5) Parents and other supervisors are obliged to supervise children appropriately at all times.
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§ 20 Liability of Camp-Hammer

- (1) Camp-Hammer is liable under statutory provisions for damage based on intent or gross negligence.
- (2) In case of slight negligence in breach of essential contractual obligations (cardinal duties), Camp-Hammer is liable only for the contract-typical, foreseeable damage.
- (3) Otherwise, liability for damage caused by slight negligence is excluded to the extent permitted by law.
- (4) The above limitations of liability do not apply to
 - damage resulting from injury to life,
 - damage to the body,
 - damage to health,
 - claims under product liability law, and
 - where statutory mandatory liability exists.

(5) For items brought in, the statutory provisions of Sections 701 et seq. BGB apply.

§ 21 Liability of the Guest

(1) The guest is liable for all damage caused by themselves, their fellow travellers, visitors, children or pets.

(2) Damage to facilities, buildings, inventory, green areas or technical installations must be reported immediately at reception.

(3) If Camp-Hammer incurs additional costs due to culpable behaviour by the guest (e.g. special cleaning, repairs, fire brigade deployment, security service or administrative effort), these may be invoiced to the guest to a reasonable extent.

§ 22 Force Majeure

(1) If the stay cannot be carried out in whole or in part due to force majeure events, the contracting parties are liable in accordance with statutory provisions.

(2) Force majeure includes in particular natural disasters, flooding, storms, forest fires, exceptional snow loads, official orders, epidemics, pandemics or other unforeseeable events outside Camp-Hammer's sphere of influence.

(3) If Camp-Hammer must close the campsite or individual areas for safety reasons in whole or in part, there is no claim for damages insofar as Camp-Hammer is not responsible for the closure.

(4) Amounts already paid will be settled in accordance with statutory provisions and taking into account saved expenses and services not actually provided.

§ 23 Site Rules and House Rules

(1) The site rules valid at the respective time form part of the accommodation contract.

(2) All guests and their visitors are obliged to comply with the site rules.

(3) Instructions from the operator and staff authorised by her must be followed.

(4) Camp-Hammer is entitled to ban guests from the campsite and terminate the contract extraordinarily in case of serious or repeated breaches of

- these GTC,
- the site rules,
- statutory provisions, or
- public safety and order.

(5) This applies in particular in case of

- serious noise disturbances,
- aggressive or insulting behaviour,
- threats or violence,
- intentional damage to property,
- serious breaches of fire safety regulations,
- unauthorised open fire,
- criminal acts,
- repeated disregard of staff instructions.

(6) In these cases, there is generally no entitlement to a refund of fees already paid, unless statutory provisions provide otherwise.

§ 24 Data Protection

Personal data is processed exclusively in accordance with applicable data protection law.

Details are set out in the current privacy policy on the Camp-Hammer website.

§ 25 Dispute Resolution

The European Commission provides a platform for online dispute resolution (ODR platform).

Camp-Hammer is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

§ 26 Applicable Law

The law of the Federal Republic of Germany applies exclusively.

Mandatory consumer protection provisions of the state in which the guest has their habitual residence remain unaffected.

§ 27 Place of Jurisdiction

If the guest is a merchant, a legal entity under public law or a special fund under public law, Monschau shall be the place of jurisdiction ? to the extent permitted by law.

Statutory places of jurisdiction apply to consumers.

§ 28 Severability Clause

Should individual provisions of these GTC be wholly or partially invalid or unenforceable or become so, the validity of the remaining provisions shall remain unaffected.

The invalid provision shall be replaced by the applicable statutory regulation.

Version

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