



A General Terms and Conditions Kirnermarteshof

1. Conclusion of the Contract

1.1 The prices stated are valid for the current business year.

1.2 With your written inquiry, you are asking for a conclusion about a rental/accommodation contract. After having accepted the offer, the guest will receive a binding booking confirmation in written form. Telephone information, side agreements, and other assurances, of any kind, are non-binding and become part of the contract only if confirmed in the specified form.

1.3 No travel contract is concluded, as we are not a tour operator in the sense of the law, and in all offers of our price section, including special offers, the accommodation service constitutes the essential main service. Other services are of subordinate importance.

1.4 Bookings on our rental properties (mobile home, holiday apartment), require a general minimum stay of 2 nights. From April to early November (until the end of the autumn holidays in BW), a minimum stay of 7 nights applies. (Day of arrival and departure is Saturday) Short-term bookings are possible. For pitches as well, a minimum stay might be required at certain times

1.5 Unaccompanied minors under 18 years are not permitted to complete a booking. These will be canceled by the reception of Kirnermarteshof as well as bookings from individuals who have already been issued a ban will be canceled. Kirnermarteshof reserves the right, based on house rights, to cancel reservations at any time.

1.6 Kirnermarteshof reserves the right to change the booking equivalently if this appears necessary for special reasons. This includes, for example, changes in the allocation of pitches or rental objects. There is no entitlement to a specific pitch/rental object. In the event of a change, Kirnermarteshof is obliged to offer an equivalent place as an alternative. There is no entitlement to a price reduction.

1.7 Kirnermarteshof has a right of withdrawal or extraordinary termination if the guest fails to make the agreed payments (deposit and final payment) in a timely manner despite prior reminders. In this case, Kirnermarteshof might demand compensation for the expenses incurred up to the termination and for lost profits (see § 5 para. 2 or 3).

2. Fees and Payments:

2.1 Unless booked online, payment is due within 10 days after having received the booking confirmation.

2.2 Payment terms and payment dates will be printed on the booking confirmation. We ask for timely compliance, as otherwise your booking is at risk. If payment deadlines are



exceeded, the landlord has the right of extraordinary termination without prior notice. The tenant must bear the costs according to 4a) or 4b).

2.3 The amount of rent and ancillary services will be confirmed in writing. Changes in the actual duration of stay do not reduce them. Deviations from the published opening hours or restricted usage options do not give rise to claim reduction of price. When taking advantage of discounts, only the highest discount rate applies. The accumulation of multiple discounts is excluded.

2.4 Visiting the "petting zoo" / farm is included in the overnight price, provided, there are no restrictions on the number of people due to weather/season or regulations of the state of Baden-Württemberg. In the event of a limitation on the number of people, access to the "petting zoo" cannot be offered as an inclusive service. There is no entitlement to a rent reduction in this case.

2.5 Kirnermarteshof reserves the right to adjust prices for camping as well as for rental objects in the event of changes in consumption and procurement costs, to adapt to changed market conditions, or in the event of changes in the services offered within the current business year. The new prices will be communicated to the tenant/guest in writing. In the event of a price increase, the guest will be granted a special right of free cancellation.

3. Withdrawal and Cancellation:

3.1 Guests can terminate the contract at any time without giving reasons, provided you inform us in writing or electronically. The entitlement to remuneration remains even if you do not start your vacation.

3.2 The following cancellation conditions apply:

Camping site:

Free cancellation until the due date of the deposit

For online reservations up to 10 days after booking

Up to 21 days before the start of the rental of pitches, 20% of the invoice amount is due

From 21 days before the start of the rental of pitches and in case of no-show, 100% of the total amount will be retained. Costs for tourist tax and electricity will be refunded.

No refund will be made in case of early departure.

Rental objects: Free cancellation until the due date of the deposit

For online reservations up to 10 days after booking

Up to 8 weeks before arrival, 20% of the invoice amount is due

From 8 weeks before the start of the rental, 100% of the total amount, minus the tourist tax, will be retained.

No refund will be made in case of early departure!

3.3 Pitches and rental objects that are not occupied by 9:00 AM the day after the start of the rental and for which no agreement on a later occupation has been made can be used by the site management for other purposes, as can places that become free due to early departure.



We strongly recommend taking out travel cancellation insurance (e.g., ERV European Travel Insurance).

4. Special Conditions for Rental Objects:

4.1 The number of persons in individual bookings is limited to the number of persons specified in the booking.

4.2 The tenants are obliged to treat the object and its contents gently and carefully and to use it with the contractually agreed number of people only. Please check your rented object, the inventory, and other items upon arrival. Please report any defects or missing furnishings to the reception on the same day. 24 hours after moving in without feedback, the rental object is considered free of defects. We want to provide you with optimal support - for this, we need your cooperation. If defects occur during your stay, you are obliged to report them immediately to the reception. If the landlord could not remedy the situation due to the failure to report, the tenant is not entitled to reduce the rent or claim damages (see § 536c BGB). Damages and lost inventory and other rental items must be compensated by the tenant. The erection of tents, pavilions, caravans, motorhomes, etc. next to the rental objects is only permitted with prior written approval from the reception. During your stay, you are responsible for ongoing cleaning. Upon departure, please note the following: The object must be handed over in an orderly and broom-clean condition. This includes: sweeping the floor, cleaning the dishes, pots, cutlery, etc., emptying the refrigerator, disposing of waste and recyclables such as glass waste and plastic. The key cards must be returned to the door or the device (pouch/keychain).

4.3 Smoking is not permitted in the accommodations. Violation of the smoking ban entitles the landlord to immediate termination. In this case, no refund will be granted. A special cleaning fee of €250 will be charged.

5. Arrival and Departure:

5.1 Camping:

The booked pitch is available on the day of arrival at 3:00 PM and must be handed over on the day of departure by 12:00 PM. If you leave after 6:00 PM, a full additional night will be charged. If a subsequent booking is in place and new arriving guests cannot occupy the pitch at 3:00 PM, the landlord is entitled to clear the pitch.

5.2 Rental Objects:

The booked rental object is available on the day of arrival at 4:00 PM and must be handed over on the day of departure by 10:00 AM. In case of a later departure, the landlord is entitled to charge for an additional night. If a subsequent booking is in place and new arriving guests cannot occupy the rental object at 4:00 PM, the landlord is entitled to clear the rental object. Further claims are excluded.



6. Tourist Tax:

The municipality of Oberried charges a tourist tax. The tenant and their visitors (overnight guests!) must pay this in the amount specified in the currently valid tourist tax statute of the municipality of Oberried. In the event of a change in the tourist tax, this will be recalculated accordingly.

7. Visitors:

Only registered persons are allowed to enter the site/farm. Visitors of the tenants must be registered at the reception. Exceptions are visitors who enter the site only for the purpose of a restaurant visit.

8. Site Regulations:

Kirnermarteshof has house rights. The camping site operator reserves the right to refuse entry to persons or to expel guests or visitors from the site. The tenant and their fellow travelers must observe the posted site regulations. This applies particularly to the quiet times between 11:00 PM and 7:00 AM and 1:00 PM to 3:00 PM. During the night rest/lunch break, driving on the camping site is prohibited. To maintain order and safety on the site, driving with motor vehicles is only permitted at walking speed. Road traffic regulations apply throughout the entire facility. We reserve the right to prescribe a fixed placement order when setting up camping, residential, and other units. We reserve the right to deviate the parcel sizes and please note, our site plan is not true to scale.

Disposing of bulky waste on the camping site is not permitted. Please help with separating waste. Green waste is to be disposed of in the provided trailer. On each pitch or at each rental object, one car may be parked. Additional vehicles must be parked outside the camping site or in the parking lot. Mutual consideration is mandatory.

The use of drones is only permitted with prior written permission from Kirnermarteshof.

9. Extraordinary Withdrawal and Termination

In the event of serious violations of the site regulations, the landlord is entitled to extraordinary termination, and the guest is obliged to leave the facility immediately. In this case, the tenant has no claim for a partial refund. The landlord is entitled to withdraw from the contract extraordinarily for special reasons, for example, if - Force majeure or other circumstances not attributable to the landlord make the fulfillment of the contract impossible; - bookings are made culpably under misleading or false statements of contractually relevant facts, e.g., regarding the person of the customer; the landlord has justified reason to assume that the use of the accommodation service could jeopardize the smooth operation of the business, safety, or the landlord's reputation in public, without this being attributable to the landlord's area of control or organization.



10. Tax Changes:

All prices stated include the applicable sales tax at the time of invoicing. In the event of a change in the applicable sales tax rate and if the service has not yet been provided, we will exercise our compensation claim for the sales tax increase resulting from the change in law, even if the contract was concluded more than four months before the change in law comes into effect. In the event of a reduction in the sales tax rate, a reduction in the amount of the decrease will be made. The adjustment reservation also applies in the event of the imposition or change of other municipal charges/taxes, such as a tourism tax.

11. Pets:

To bring and keep pets is only permitted with prior written approval and the payment of the corresponding fee. We reserve the right to withdraw the approval at any time if other guests feel disturbed. "Dangerous dogs" are not permitted. Dogs must never be left unattended on the pitch/farm. There is also a general leash requirement throughout the entire area. Please use the adjacent path outside the camping site towards the adjacent forest/village for walking dogs. The dog owner is responsible for the immediate disposal of dog waste. Additionally, pets are not allowed in the playground and sanitary buildings.

12. Liability:

Every guest is obliged to treat the inventory, rental object, and the pitch/sanitary area with care. They are also obliged to compensate the landlord for any caused damages. In this case, the additional claim is due immediately. The landlord is not liable for property damage or losses incurred by the guest, their fellow travelers, or visitors, unless there is intent or gross negligence on the part of the landlord or their agents, particularly, not for flora, fauna, and weather-related damages. The tenant is also liable for their fellow travelers.

13. WIFI Camping:

The use of WIFI is free of charge, voluntary, and is not part of the contractually agreed service. Internet access is only permitted using the provided access data. Commercial or time-critical use of our WIFI access is not intended and is not permitted. Illegal downloading of legally protected data such as music, videos, and software is prohibited and will be reported if detected. The use of so-called "file-sharing" is also prohibited! The use of any software known as "hack tools" such as port scanners, IP scanners, etc. is not permitted and will be reported if detected. The use is at your own risk; there is no guarantee for flawless and uninterrupted usability of the WIFI. The transmission speed may be subject to fluctuations and disturbances. The user himself is responsible for any damage to software and hardware that may occur due to the use of our internet access on the user's computer system, such as viruses, trojans, or rootkits, and must take appropriate precautions. If a user's computer system is found to be the source of damage to other computer systems, this computer system will be excluded from internet traffic, and the liability for damage remains

entirely with the operator of the causing computer system. No minimum speed or unrestricted possibility of use is guaranteed. Any streaming services and data-intensive uses are not permitted or are blocked.

14. Data Protection:

Upon completion of the binding booking, the guest agrees that their personal data collected in the context of the booking contract will be stored and processed in accordance with the GDPR. Further information on data protection can be found at:
www.kirnermarteshof.de/index.php/en/impressum

15. Miscellaneous:

15.1 The tenant acknowledges that parts of the facility are monitored by video surveillance at several locations to protect against vandalism, and the video files are temporarily stored for evaluation. The landlord is entitled to take photographic recordings, especially aerial photographs for marketing purposes. If people or property of the tenant, which are not in the foreground, are recognizable in these recordings, the tenant agrees to the use of the recordings.

15.2 Please note that during low season, opening hours for the reception/farm (petting zoo)/restaurant and other recreational facilities might be changed or restricted or the facilities might be closed for a time. In addition, some sanitary buildings may be temporarily closed during low season.

15.3 Place of jurisdiction is Kirnermarteshof, Vörlinsbachstr. 22, 79254 Oberried . This applies for the following group of people: merchants; people who do not have a general place of jurisdiction in the country; people who relocate their residence or habitual residence abroad after the conclusion of the contract or whose residence or habitual residence is not known at the time of the lawsuit. The same conditions apply for passive processes.

15.4 Error reservation: We reserve the right to correct errors such as printing and calculation errors.

15.5 Should individual provisions of the general terms and conditions be wholly or partially ineffective or become so, the validity of the remaining provisions shall not be affected. The wholly or partially ineffective regulation shall be replaced by a regulation whose economic success comes as close as possible to that of the ineffective one.

15.6 Business connection Kirnermarteshof, Sparkasse Hochschwarzwald, IBAN: DE23680510040005139258, BIC: SOLADES1HSW. VAT ID No. DE253369682

as of: 07.03.2025.