

General Terms and Conditions

1. Scope of Application

1.1. These General Terms and Conditions for Camping apply to the services of Neuer Strand Betriebs GmbH, FN 499751 d, Seebad, 7091 Breitenbrunn (hereinafter referred to as the “**Operator**” or “**Neuer Strand**”) as operator of the Neuer Strand campsite, Seebad, 7091 Breitenbrunn, towards the camping guest and other contractual partners (hereinafter referred to as the “**Guest**” or “**Camping Guest**”).

1.2. The Operator's services for the Guest's recreation and leisure purposes include, in particular, the rental for a fee of camping pitches and tent pitches (hereinafter collectively referred to as “Pitch”), caravans and glamping tents (hereinafter “mobile accommodation units”), and seasonal pitches (see Section 8), as well as the provision of common areas on the campsite premises (sanitary facilities, reception, etc.)

1.3. By concluding the contract, the Guest acknowledges the applicability of these General Terms and Conditions, the currently valid seasonal dates & price list, as well as the campsite regulations, bathing regulations, and parking regulations of Neuer Strand (all documents available at <https://www.neuerstrand.at>).

2. Booking, Conclusion of Contract, Deposit and Payment

2.1. All prices are stated in the currently valid price list in euros (€). Unless otherwise specified in individual cases, the prices include all taxes and duties (excluding the local tax, which is charged separately) and are valid until revoked.

2.2. Once agreement on price, consideration, and date has been reached, the contract between the Operator and the contractual partner comes into effect upon provision of a valid credit card number including its expiry date and full payment (for mobile accommodation units – see Section 2.7) or payment of the deposit (for Pitches – see Section 2.6). In the case of arrival without prior (online) booking, the contract is concluded upon payment of the fee (for mobile accommodation units) or payment of the deposit (for Pitches).

2.3. Cash payments, debit cards, or credit cards are accepted. Deposits must be made in cash only. Foreign currencies are not accepted.

2.4. The amount payable is based on the booking confirmation and/or the currently valid seasonal dates and price list for the respective year, which can be viewed on the campsite website (<https://www.neuerstrand.at/camping>). By concluding the contract, the Guest accepts the current price list.

2.5. The local tax must be paid before departure at the reception building.

2.6. For Pitches, the following payment terms apply:

- **2.6.1.** The deposit (the amount of which can be found in the current price list) is due at the time of (online) booking prior to arrival. In the case of arrival without prior (online) booking, the deposit must be paid upon arrival at the reception.
- **2.6.2.** Payment of the fee for the entire stay, less the deposit paid, is due on the day of departure at the reception building. The Operator, however – particularly for stays longer than one week – is entitled to issue an interim invoice at any time. If the Guest does not comply with the payment request within 2 working days, this constitutes an important reason for termination within the meaning of Section 12.3.

2.7. For mobile accommodation units, the following payment terms apply:

The entire fee (the amount of which can be found in the current price list) for the duration of the stay (including the cost of final cleaning) is due at the time of (online) booking prior to arrival. In the case of arrival without prior (online)

booking, the full fee for the duration of the stay must be paid upon arrival at the reception.

3. Arrival and Departure

3.1. Mandatory registration takes place upon arrival at Neuer Strand in the reception building of the campsite. Pitches and mobile accommodation units may be occupied from **2:00 p.m. on the day of arrival**; arrival is possible until the end of reception opening hours. Current reception opening hours are available on the campsite website (<https://www.neuerstrand.at/camping>) and displayed at the reception building and must be observed. Earlier occupancy is only possible with prior approval of the Operator.

3.2. Should the Guest's arrival be delayed, the Guest must inform the Operator in due time; otherwise, the Operator has the right to reassign the Pitch on the day following the contractually agreed but unfulfilled arrival date. In such cases, the Operator is not obliged to provide an alternative Pitch. Non-arrival is deemed a cancellation by the Guest (see Section 4).

3.3. On the day of departure, the Pitch must be vacated no later than **12:00 noon**, cleared of all personal property and waste, and handed back at the reception building (check-out). Any alterations made to the Pitch – whether permitted or not – must be removed by the Guest at their own expense; otherwise, the Operator may carry out the necessary work at the Guest's expense.

3.4. If the Pitch is not required by the Operator (e.g., for newly arriving guests), the stay may be extended until 5:00 p.m. on the agreed departure day with the Operator's consent and subject to an additional fee (according to the current price list) (“**Late Checkout**”).

3.5. The Guest must contact the Operator in advance of booking if, due to health impairments, disabilities, or mobility restrictions, specific features, facilities, or conditions are required or desired by the contractual partner, in order to clarify whether appropriate provision by the Operator is possible.

4. Withdrawal from the Contract / Cancellation Policy

The Operator grants the Guest a right of withdrawal subject to the following provisions:

4.1. For Pitches:

If a booking is cancelled up to 7 days before arrival, the deposit already paid will be refunded to the Guest without delay. If a booking is cancelled within 7 days before arrival, the deposit will be retained and offset as a cancellation fee. In the case of early departure, only the actual stay (less the deposit) will be charged, with the departure day being fully charged.

4.2. For mobile accommodation units:

If a booking is cancelled up to 7 days before arrival, the fee already paid will be refunded to the Guest without delay. If a booking is cancelled within 7 days before arrival, the fee paid will be retained and offset as a cancellation fee. In the case of early departure, the entire booked period will be charged.

5. Security Deposit

5.1. For Pitches:

Upon arrival and check-in at the reception building, the Guest must pay a security deposit in cash (the amount of which can be found in the current price list). This deposit serves as security for any potential damage to the Pitch during the stay, as well as for the return of the chip for the sanitary facilities. The deposit will be refunded to the Guest upon departure and check-out, provided no damage has occurred to the Pitch and the chip has been returned.

5.2. For mobile accommodation units:

Upon arrival and check-in at the reception building, guests must leave a cash security deposit (amount see current price list). This deposit serves as security for any damages in the motorhome during the stay, for the return of the card for the sanitary facilities, and to ensure the emptying of the toilet facilities (in caravans). The deposit will be refunded to the guest upon departure and check-out, provided no damages to the motorhome occurred, the card has been returned, and the caravan toilet facilities have been emptied.

6. Scope of Services

6.1. By concluding the contract, the Guest is entitled, during the booked period, to use the general infrastructure and communal facilities (sanitary facilities, electricity supply, beach, etc.) of the campsite, as well as the Pitch or mobile accommodation unit assigned to them, within the agreed scope. Parking of cars and motorcycles is not part of the services and is not permitted.

6.2. Overnight stays by day visitors (visitors of the Guest) must be registered at the reception, and the applicable overnight fees (according to the current price list) must be paid.

6.3. Any complaints regarding the condition of the Pitch or the campsite must be reported to the Operator without delay. The Operator shall be given a reasonable period to remedy any defects.

6.4. The transfer of the Pitch assigned to the Guest or any other rights arising from the contract to third parties is not permitted.

6.5. If the Pitch or the campsite cannot be used due to force majeure or official closures (e.g., natural disasters, epidemics, etc.), the Guest may not use their Pitch for the duration of the official order or until the Operator reopens the site and must vacate the campsite during this period. No claims of any kind may be derived by the Guest from this.

7. Pitch Allocation and Use of the Pitch

7.1. The respective Pitch is either selected by the Guest (via online booking) or (in the case of other inquiries) allocated by the Operator. In exceptional cases, it may be necessary for operational reasons to assign the Guest a Pitch other than the one reserved. The campsite reserves the right to unilaterally change the Pitch in such cases. No claims of any kind may be derived by the Guest from this.

7.2. The Guest may not make alterations to the Pitch without the prior consent of the Operator. It is also prohibited to mount antennas, satellite dishes, or similar on trees, plants, or objects not belonging to the Guest.

7.3. The Guest must ensure that only technically sound equipment and accessories (especially power cables, gas cookers, etc.) are used, so that no danger to themselves or others arises. If the Guest fails to comply with this obligation, hazardous equipment and accessories may be secured, removed, or disposed of by the Operator at the Guest's expense and without any claim for compensation.

7.4. Pitches must be kept clean and always treated with care. The Guest is personally responsible for the cleanliness of their assigned Pitch.

7.5. The boundaries of the assigned Pitch must be strictly observed. In cases of doubt, the exact boundary will be determined by the Operator.

7.6. The use of electricity supply points is reserved exclusively for contractual partners who have booked an appropriate Pitch. Charging of electric bicycles and electric scooters is permitted. Charging of other electric motor vehicles is prohibited.

7.7. Further regulations are contained in the campsite rules, which must be observed by all Guests and day visitors.

8. Seasonal Pitches

8.1. By special agreement, seasonal pitches may be rented in a designated separate area.

8.2. Upon request and subject to availability, the Guest may provisionally reserve a seasonal pitch with the Operator until the end of a calendar year. If the Operator accepts a provisional reservation, the Operator will, in the first quarter of the following calendar year, send a payment request for the

provisionally reserved seasonal pitch for the entire season of the relevant year to the Guest. Payment must be received by the Operator no later than the date stated in the letter; whereupon a contract for a seasonal pitch between the Operator and the Guest is concluded.

8.3. If payment is not received on time by the Operator, the Operator's offer is deemed withdrawn, and the Operator may assign the seasonal pitch to third parties without prior notice.

8.4. Seasonal campers may use their Pitch and the campsite under the same conditions as all other Guests of the campsite, but for the entire season. The Pitch must be vacated no later than the last day of the season (see Section 5.3). The applicable dates (season start, season end) will be announced by the Operator.

8.5. The Guest of a seasonal pitch is not permitted to sublet or otherwise transfer the Pitch, nor to use it commercially. Any breach entitles the Operator to terminate the special agreement without notice.

8.6. The Guest's electricity consumption will be billed based on the meter reading (current electricity costs per kWh according to the price list). The initial meter reading will be taken and communicated to the Guest by Neuer Strand at the start of the season (April). At the end of the season, the meter reading will be taken again; the electricity bill will then be issued by Neuer Strand to the Guest.

8.7. Winter storage is permitted only in the main parking area under the following conditions: From 1 November to 31 March, caravans may be parked in designated parking spaces for a fee according to the price list. The parking regulations apply. Caravans may only be parked and not used during this period. Caravans stored over winter must be safe, clean, locked, and decommissioned before parking. The Guest must also label the caravan with the number of the campsite Pitch.

8.8. These General Terms and Conditions also apply to seasonal campers, unless a different regulation has been agreed in the individual case.

9. Use of the Campsite

9.1. Guests must behave considerably, keep the campsite – particularly its infrastructure and communal facilities – clean, and refrain from any disturbance or hazard of any kind to other Guests and the Operator's staff.

9.2. Quiet hours apply **from 10:00 p.m. to 6:00 a.m.**; any noise must be avoided during this period, and entry and exit with motor vehicles is prohibited. Parking of cars is permitted only in the main parking area.

9.3. The Austrian Road Traffic Regulations (StVO) apply on the campsite's roads. A maximum speed of **10 km/h** must be observed throughout the campsite.

9.4. Guests must follow the instructions of the Operator's staff.

9.5. Further regulations are contained in the house rules, which must be observed by all Guests and day visitors.

10. Minors

10.1. Persons under the age of 16 are only permitted to stay on the campsite when accompanied by a parent or guardian, or by another adult to whom supervisory rights have been transferred by a parent or guardian. Supervision must be ensured to an age-appropriate extent.

10.2. The Operator does not assume any duty of supervision for minors (in particular not during animation programmes or other events).

10.3. By making a booking, the Guest confirms that they are at least 18 years of age.

11. Keeping of Animals

11.1. Subject to payment of a fee according to the current price list, dogs/cats are generally permitted on the campsite. Dogs must be kept on a leash at all times on the campsite premises.

11.2. In general, an animal owner must keep and supervise the animal properly throughout the entire stay.

11.3. Further regulations are contained in the house rules, which must be observed by all Guests.

12. Termination of the Contract

12.1. The contract ends automatically upon expiry of the agreed duration of stay. The Guest has no entitlement to an extension.

12.2. If the agreed Pitch cannot be provided due to force majeure or official closures (e.g., natural disasters, epidemics, etc.), the campsite is entitled to terminate the contract without notice. The Guest will be informed thereof, and the deposit paid will be refunded, provided the termination occurs before the first overnight stay. Further claims by the Guest are excluded. For overnight stays already taken, the agreed fee is payable.

12.3. The Operator may terminate the contract with immediate effect for good cause if the Guest breaches the contract or the house rules, in particular if they use the Pitch in breach of contract, cause disturbances, endanger other persons, their property, or themselves, are in arrears with payment of the fee, or fail to follow the instructions of the Operator's staff.

12.4. In the event of termination for good cause, the Guest must vacate their Pitch immediately and – after check-out and payment at the reception building – leave the campsite.

13. Liability of the Guest

13.1. The Guest is liable to the Operator for any damage caused by them or by other persons who, with the knowledge or will of the Guest, make use of the Operator's services (e.g., persons sharing the Pitch, relatives, and day visitors), and shall fully indemnify and hold the Operator harmless.

14. Liability of the Operator

14.1. The Operator is not liable for damage resulting from accidental or unforeseeable events (e.g., storms, hail, wind, falling trees or branches, illnesses, epidemics).

14.2. The Operator is liable only in cases of intent or gross negligence; liability for slight negligence is excluded. In the case of personal injury, the statutory provisions apply.

14.3. The Operator is not liable for theft or damage to the Guest's property by third parties. The Operator recommends taking out appropriate insurance.

14.4. The provision of a Pitch on the campsite premises does not constitute a storage contract. The Operator has no duty of supervision. The Operator is not liable for the loss or damage of motor vehicles and their contents, or bicycles, parked or manoeuvred on the campsite premises, unless caused by intent or gross negligence on the part of the Operator, its legal representatives, or vicarious agents.

14.5. Lost property left behind by the Guest, with a value exceeding EUR 10.00, will only be returned upon request and within 14 days after the end of the stay, at the Guest's risk and expense. Thereafter, the items will, if of recognisable value, be handed over to the lost property office or disposed of.

15. Miscellaneous

15.1. The Operator is entitled to offset its own claims against claims of the Guest.

15.2. Place of performance is Seebad, 7091 Breitenbrunn.

15.3. The contract is subject exclusively to Austrian law, excluding the rules of private international law and the UN Convention on Contracts for the International Sale of Goods.

15.4. Should individual provisions be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a provision that comes closest to the intended purpose of the parties.

15.5. The consumer has no right of withdrawal in the case of distance contracts for services in the fields of accommodation for purposes other than residential purposes, rental of motor vehicles, and supply of food and beverages and services provided in connection with leisure activities, provided that a specific date or period for performance by the Operator is contractually stipulated.

15.6. Payment for distance contracts (online transactions) is made by credit card (Visa, MasterCard) or instant bank transfer.

15.7. All relevant documents will be transmitted by email.

15.8. The contract data will be stored for invoicing purposes and sent to the consumer in the form of a booking confirmation by email.

15.9. The contractual language is German.

15.10. Our email address: camping@neuerstrand.at

Der Betreiber der Badeanlage: Neuer Strand Betriebs GmbH