

# General Terms and Conditions

## Tent rental and sleeping place rental

### § 1 – Company

mein-zelt-steht-schon  
Enrico Vlach & Nico Müller Festivalservice GbR  
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### § 2 – Formation of contract

#### 2.1

Enrico Vlach & Nico Müller Festivalservice GbR will be referred to hereinafter as Rental Company. Customers of Enrico Vlach & Nico Müller Festivalservice GbR will be referred to hereinafter as Lessee(s). These General Terms and Conditions shall govern the rental of tents, camping equipment, and sleeping places within tents at events and music festivals.

#### 2.2

By making a reservation, Lessee submits a binding offer to Rental Company for conclusion of a rental contract. Reservation shall generally be made via Rental Company's online shop system. If the shop is temporarily offline, reservation by e-mail will be accepted. Lessee(s) without access to online reservation or without an own e-mail address shall be at liberty to make reservation by telephone or mail. Under certain circumstances, there may be the possibility to rent last minute sleeping places at the respective event.

#### 2.3

Minors must have written consent of a parent or legal guardian serving as proof of effectiveness of legal declaration.

#### 2.4

In case of group reservations, the person making the reservation acts on behalf of and assumes liability for all other group participants.

#### 2.5

After reservation, Lessee shall receive confirmation of reservation and demand for payment from Rental Company by e-mail or, as the case may be, by mail. The total amount stated, i.e. material rent plus deposit, shall be transferred by Lessee to Rental Company's account in advance. The amount is due on Rental Company's account in full without deductions within 7 calendar days after receipt of demand for payment or 3 calendar days before start of the desired rental period respectively.

#### 2.6

Contract shall come into effect upon receipt of the total amount on Rental Company's account. An additional e-mail confirmation will be sent to Lessee within 2 weeks after receipt of the total amount. In the event of delays in payment beyond payment terms that Lessee is responsible for, the contract shall not be deemed concluded and the order shall be void.

#### 2.7

In addition to these General Terms and Conditions, the conditions of the festival management, where applicable, shall apply.

### **§ 3 – Cancellation / Withdrawal from Contract**

#### **3.1**

Cancellation is basically possible at any time.

#### **3.2**

A reimbursement of 100 % of the invoiced amount shall be paid, if cancellation is made up to 8 calendar days before start of the desired rental period and if the amount has already been received on Rental Company's account.

#### **3.3**

If cancellation is made 7 calendar days or less before start of the desired rental period, the following conditions shall apply:

- 7 to 4 calendar days before reserved period – charge of a cancellation fee of 40 % of material rent;
- 3 to 1 calendar days before reserved period – charge of a cancellation fee of 80 % of material rent;
- cancellation within reserved period – charge of a cancellation fee of 100 % of material rent;

The difference between rental price and cancellation fee shall be refunded to Lessee; the respective payable deposit amount shall flow back completely.

#### **3.4**

Adverse weather conditions do not justify a free-of-charge withdrawal by Lessee, if reservation is canceled less than 8 calendar days before start of the desired rental period.

#### **3.5**

Rental Company reserves the right to cancel orders up to 8 calendar days before start of rental period, if not enough reservations have been made or if the entire contingent of rental objects has been reserved. In this case, payments that have already been made shall be refunded in total.

#### **3.6**

In the event of a festival cancellation by the festival management after partial performance of services by Rental Company and before hand-over of the rental items to Lessee, 50 % of the rental fee and the full deposit shall be refunded to Lessee. In the event of a cancellation after Lessee has moved in, the rental fee shall not be refunded.

### **§ 4 – Discounts**

Discount offers and the validity of discount offers, if any, will be announced on Rental Company's website.

### **§ 5 – Payment**

The amount stated in the demand for payment (material rent plus deposit) shall be paid without deductions in due time in advance in Euro to the following account of Rental Company:

Account holder	mein-zelt-steht-schon
Bank	Sparkasse Leipzig
Account	1100790493
BIN	86055592
IBAN	DE03860555921100790493
SWIFT/BIC	WELADE8L

Payment is also possible by Paypal; Rental Company's Paypal account is registered with the e-mail address stated in § 1.

## **§ 6 – Rental Services**

### **6.1**

Contractual services and pricing correspond to the offers on the website of Rental Company and, if applicable, to additional indications in the confirmation of reservation. Rental Company reserves the right to correct pricing errors at anytime. Reservation of camping equipment requires reservation of tents for the same event.

### **6.2**

Rental Company does not charge any camping or parking fees. Lessee shall pay camping or parking fees to the festival management, if applicable.

### **6.3**

Additional services shall be agreed upon by written contract; otherwise such services will not be considered agreed to or binding.

### **6.4**

Extension of the rental period is possible in individual cases if agreed upon. In this case an extra charge will be invoiced.

### **6.5**

Premature departure of Lessee shall not entitle Lessee to receive a proportional refund of renting fees.

### **6.6**

Rental Company reserves the right to make changes to its services. Lessee will be informed in due time about such changes. Sudden and unforeseeable events are excluded from this provision.

### **6.7**

Reservations of vehicle parking spaces for events offering the possibility of parking vehicles directly next to the tents are for informational purposes only and will only be used for tent space allocation and subscription with the festival management. Such information/reservation does not entitle Lessee to a guaranteed vehicle parking space.

## **§ 7 – Rental Items / Liability**

### **7.1**

All rental items remain the property of Rental Company. Lessee shall be obligated to treat rental items properly. Smoking inside the tents is prohibited. Lessee is not allowed to make modifications to rental objects. Expenses for restoration of the original condition will be charged to Lessee.

### **7.2**

Lessee shall assume liability for rental items upon handover of rental items to Lessee by Rental Company. Lessee shall be liable for any damage occurring from improper use, fire, heavy dirt and the like. Dirt and damage occurring due to specific weather conditions (e.g. through thunderstorms or hail) are excluded from this liability provision. In the event of loss of material that Lessee is responsible for, Lessee's liability shall be the amount equal to the material value, even if the material value exceeds the total deposit amount.

### **7.3**

Rental items shall be inspected by Lessee before hand-over. If Lessee does not inspect rental items before hand-over, Lessee accepts inspection of rental items through Rental Company. Later notice of defects is excluded and will not be accepted by Rental Company.

### **7.4**

Claims for damages of any kind and irrespective of any legal basis whatsoever, whether regarding direct or indirect damage, material damage or personal injury, are excluded, unless intentionally or negligently caused by Rental Company. Rental Company shall not be held liable in case of force majeure or festival cancellation by the festival management.

### **7.5**

Rental Company cannot be held liable for loss or damage of any of Lessee's personal items stored in rental objects.

## **§ 8 – Deposit**

### **8.1**

A material-dependent deposit will be charged for all rental objects. The stated deposit amount and the material rent shall be paid by Lessee to Rental Company's account in advance. The deposit amount will be stated in the demand for payment.

### **8.2**

The deposit will be refunded to Lessee's account no later than 10 calendar days after rental period, provided that the rental objects are returned to Rental Company in proper condition after expiry of rental period. Material hand-over shall be carried out by Lessee personally; otherwise the refundable deposit amount will be reduced by at least 50 %. Prior written notification shall be given to Rental Company if Lessee wishes the deposit to be transferred to an account other than Lessee's account.

### **8.3**

In the event of a deposit deduction resulting from Lessee's liability hereunder, Lessee shall be informed about the amount of deposit deduction already upon return of the rental items Lessee shall sign a document serving as confirmation and proof of the deposit deduction.

### **8.4**

If deposit is forfeited due to damage, total loss etc., Rental Company shall be entitled to withhold the total deposit amount for coverage of damage expenses. Rental Company reserves the right to allocate additional costs in accordance with § 7.2 of this General Terms and Conditions at his own discretion. Lessee shall sign a document serving as confirmation.

## **§ 9 – Data Protection**

Rental Company will treat all information and personal data of Lessee carefully and confidentially, will use this data only for the purpose of fulfilling its services and will not disclose it in whole or in parts to third parties in any manner whatsoever. Rental Company shall instruct its employees, representatives or subcontractors to observe the obligations regarding confidence and data security and shall be responsible for their fulfillment.

## **§ 10 – Invalidity of Provisions**

### **10.1**

If any provision of these General Terms and Conditions is held to be invalid, the remainder of the provisions thereof shall remain unaffected. The invalid provision shall be replaced by a valid and enforceable provision which comes closest in economic intent and purpose to the invalid provision. The same applies for possible loopholes in the provisions.

### **10.2**

Rental Company reserves the right to make amendments to these General Terms and Conditions at any time without stating any reasons. Amendments will be announced on the website. If Lessee does not object to the new General Terms and Conditions within two weeks after amendment, the amended General Terms and Conditions are deemed to be accepted by Lessee.

**Last update: September 21, 2011**

Errors and misprints excepted.

*English translation is provided for the convenience of our non-German-speaking customers. Regardless of this, only the original German-language version is legally binding.*