

General Business Terms

§ 1 – Company

mein-zelt-steht-schon
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§ 2 – Formation of contract

2.1

Enrico Vlach & Nico Seifert Festivalservice GbR will be referred to hereinafter as Rental Company. Customers of Enrico Vlach & Nico Seifert Festivalservice GbR will be referred to hereinafter as Lessee(s). These General Business Terms shall govern the rental of tents, mobile homes and camping equipment 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 allowed to make reservation by telephone or mail.

2.3

Separate contracts will be concluded for large-scale orders. The terms and conditions for large-scale orders may differ from this General Business Terms.

2.4

Contracts concluded with minors are only valid with the written consent of their parent/legal guardian.

2.5

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

2.6

After reservation, Lessee shall receive confirmation of reservation including demand for payment from Rental Company by e-mail or, as the case may be, by mail. As a result, the mutual contract is considered closed. The total amount shall be transferred by Lessee to one of Rental Company's accounts. The amount is due on Rental Company's account in full without deductions within 7 calendar days after receipt of demand for payment or at least 3 calendar days before start of the desired rental period respectively.

2.7

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. If payment is deferred by Lessee beyond payment terms, the contract shall be deemed not concluded and the order shall be void.

2.8

In addition to these General Business Terms, 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 15 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 14 calendar days or less before start of the desired rental period, the following conditions shall apply:

- 14 to 8 calendar days before reserved period – charge of a cancellation fee of 40 % of material rent;
- 7 to 4 calendar days before reserved period – charge of a cancellation fee of 80 % of material rent;
- 3 to 1 calendar days before and 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. Lessee is free to prove that no or a significantly lower loss has occurred.

3.4

Adverse weather conditions do not justify a free-of-charge withdrawal by Lessee, if reservation is canceled less than 15 calendar days before start of the desired rental period.

3.5

Rental Company reserves the right to cancel orders up to 14 calendar days before start of rental period, if less than 4 reservations have been made. In this case, payments that have already been made shall be refunded in total.

3.6

In the event of a festival cancellation by authorities or the festival management after completing the set-up by Rental Company and before hand-over of the rental items to Lessee, 50 % of the rental fee shall be refunded to Lessee. In the event of a cancellation after Lessee has moved in, the rental fee shall not be refunded.

3.7

If a rental service is ordered combined with festival tickets and the rental service is cancelled after the festival tickets have been delivered, for every order a service fee will be charged. The amount is specified in the online shop. The rental fee will be refunded to Lessee minus the service fee.

§ 4 – Discounts

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

§ 5 – Payment

The amount stated in the demand for payment shall be paid without deductions within the payment terms. Payment shall be made in Euro per advance payment to the following account of Rental Company:

Account holder	Enrico Vlach & Nico Seifert Festivalservice GbR
Bank	Sparkasse Leipzig
IBAN	DE03860555921100790493
BIC	WELADE8LXXX

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.

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

Late arrival and premature departure of Lessee shall not entitle to receive a proportional refund of renting fees.

6.5

Reservations of spaces for 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. Reservation of one parking space per rented tent possible.

§ 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; Lessee shall also not be allowed to move rented tents to another location without the permission of Rental Company. 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, burning or hot objects in the tent, heavy dirt and the like. Excluded from this liability are dirt and damage typical of weather conditions (e.g. due to thunderstorms or hail). In the event of damage or loss of rental items that Lessee or the respective group participants are responsible for, Lessee's liability lies in the amount of the new purchase value of the rental items. In such cases Lessee can demand compensation from the tenant in writing.

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.

7.4

Rental Company is fully liable in accordance with the legal provisions for damage to life, body and health resulting from negligent or intentional breach of duty of Rental Company, its legal representatives or servants; also for damages resulting from intentional or grossly negligent breach of contract as well as malice of Rental Company, its legal representatives or servants. Rental Company shall not be held liable in case of force majeure or festival cancellation by authorities or 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.

7.6

Material hand-over shall be carried out by Lessee personally. If very dirty inner tents are not cleaned by Lessee, the cleaning costs can be charged to Lessee.

§ 8 – Optional Ticket Purchase

Festival tickets can only be ordered in connection with rental services from mein-zelt-steht-schon. The ticket prices stated in the online shop are for one person. The ticket price includes festival ticket, value added tax and advance booking fee; shipping and service costs are also included. Tickets will be sent by registered mail or electronically as soon as the invoiced amount is received on Rental Company's account. The returning of shipped tickets is not accepted.

§ 9 – Privacy Policy

Rental Company will treat all information and personal data of Lessee carefully and confidentially. Rental Company will use all information and personal 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. The complete privacy policy of Rental Company can be viewed on <https://www.mein-zelt-steht-schon.de/privacy>.

§ 10 – Invalidity of Provisions

10.1

If any provision of these General Business Terms 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 purpose to the invalid provision. The same applies for possible loopholes in the provisions.

10.2

Rental Company reserves the right to change these General Business Terms at any time without stating any reasons. Changed General Terms and Conditions will be announced on the website.

Last update: September 27, 2023

Errors and misprints excepted. The English translation of these General Business Terms is provided for the convenience of our non-German-speaking customers. Regardless of this, only the original German language version is legally binding.