

General Terms and Conditions

1 Scope

The following contractual terms and conditions broadly govern the reciprocal rights and duties existing between the Cooperative, The Friends of Nature Camping Site, as camping site licensee and the campsite guest. Telephone agreements, supplements to an agreement and further agreements, regardless of kind, require for their effect agreement to be made in writing submitted to, confirmed and agreed upon by the Cooperative committee. The Campsite Regulations displayed and can on request be handed out to guests are for all guests binding.

2 Prices and conditions

All our publicised prices are binding and in Swiss francs. We reserve the right to accordingly adjust the prices for pitches for the casual camping guest without any due forewarning. The cost of a tent pitch is without exception to be paid in cash and in advance. Seasonal campers, tourists, and guests staying overnight who are not members of the Cooperative, must be able to produce confirmation from the 'Friends of Nature Camping Site' of their stay, otherwise these guests will be charged accordingly.

3 Bookings

Requests can be made over the telephone, using Email or by means of the official website. Season tent pitches are open to all. The committee is responsible for and makes the decisions as to whom the tent pitches are allocated. The registration is made valid when payment for the season card to the Swiss Post office account (account number) 87-429301-9 has been confirmed. If payment of the tent pitch fee is not made on time, the agreement to the allocation is annulled. Casual tent pitches are available to all. Reservations are made valid through down-payment. On reception of down-payment, the tent pitch is reserved and kept free until the day of arrival till 14.00 hrs. In the case of late arrival or changes thereof, camping guests are obliged to inform the campsite with due notice.

4. Arrivals and departures

The tent pitch is available to the camping ground guest as of 14.00 hrs on the day of arrival. That a parking space will be made available in close proximity to the tent pitch can not be guaranteed. On the day of departure, the tent pitch must be left cleared of all refuse and left in a satisfactory condition. A premature departure from the campsite must be communicated to the site-attendant prior to departure. The minimum time any tent pitch can be rented is one day. If a tent pitch is not made available on time on the day of departure for further hire, the occupant will be charged an additional day's fee. If the occupants of a tent pitch choose to leave earlier than the original departure date, the agreed upon fee for the stay will be charged. Young people under 16 years of age without parental guidance are permitted to stay on the campsite provided they can produce written confirmation and a telephone number of a legal guardian. The presentation of such documents is a requirement.

5. Use of the tent pitch

For each annual tent pitch, there is one season card. This ticket is valid for two people and the children of that house-hold. The maximum number of people permitted to use the tent pitch is restricted to the number of people who have registered to rent the tent-pitch. The person making the reservation is liable for all responsibilities and duties adhering to the reservation. The tenant of a tent pitch is responsible for informing the owner of the tent pitch of any defects or shortcomings pertaining to the pitch. If a tent pitch belonging to a season card holder is not used for any considerable length of time then the pitch can be rented out by the association. However, the owner of a season card has the right to make use of their tent pitch provided they give 7 days' notice of intent to do so. The season card-holder is permitted to give written explanation of their decision to forfeit use of the tent pitch to the association at any time. Decisive for the cancellation of a contract between a season card-holder and the association is the date when the notification is received by the association. The association can in certain cases demand the following payment:

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|--------------------------|-----------------------|-------------------------|------------------------|
| Cancellation by 30 April | 0% of the annual fee | Cancellation by 31 May | 25% of the annual fee |
| Cancellation by 30 June | 50% of the annual fee | Cancellation by 31 July | 100% of the annual fee |

6 Duties

The camp-site guest is responsible for the general up-keep of the site, their good conduct, observing stipulated quiet times, and avoiding the generation of inappropriate noise. Every group on site is generally required to provide a person who can be made answerable to the Camping Association Board. Full particulars are governed by the camp site regulations, which in their current frame provide the contractual conditions.

7 Cancellations of contracts by the owner

The association as owner of the camp site reserves the right to withdraw from the contract in case of unforeseen circumstances beyond reasonable control causing the tent pitch to be made unavailable. In such a case, the amounts already paid by the camping guest will be reimbursed. Any further claims are ruled out. In such a case, the association holds itself accountable to the guest to inform them of the availability of the tent pitch without delay. Further, the association reserves the right to cancel any contract before contract end if the camping guest through his or her behaviour endangers others, repeatedly causes a disturbance, uses the tent pitch in a way that is against the regulations or otherwise does not act in accordance with the camp site regulations. In this case, the camping guest is contractually obliged to repay the amount agreed upon between him or her and the association.

8 Complaints(Notice of defects)

The camping guest is required to bring any outstanding defects to the attention of the camp site attendant. If the camp site guest fails to do so then they forfeit the right to make a claim irrespective of the legal basis of that claim. The legal enforcement of reparation of defects is ruled out if these defects are not, in the very least, brought to the attention of the Association during the camping guest's stay. The Association is obliged to rectify any defect within an appropriate time period, given due notification thereof.

9 Liability

The Association cannot be held liable for a guest's attitude towards the allocated tent-pitch. The Association is liable only in cases of deliberate intention or gross negligence. In particular, the association is not liable for damage or disturbance incurred through water, electricity or gas shortages, cuts or failures, or as a result of disturbance by a third party. Further, the Association cannot be held liable for neglect of duty occurred through damages occurred as above, through the use of machines or equipment found on the premises including those no longer in use. Nor is the Association liable for damages incurred as a result of precautionary measures. The notion of neglect of duty applies also to members of the Association who can be held accountable by law be those elected members or their representative. The camp-site is not liable in particular for damage, accident, loss or unforeseen circumstances which arise out of the use of the camp-site. In so far as the disclaimers are inadmissible by law, liability in accordance with the law is conceded in injury to life, the body or general health. Swimming in the lake is permitted and undertaken at one's own risk. The camping guest is obliged to handle all rooms, rental property, tent-pitches, fixtures and equipment with care.

10 Place of fulfilment

Our business practice is based solely on Swiss law. The place of fulfilment and court of jurisdiction are Maur/Zürich.