

## **General Terms and Conditions**

### **Wohnmobilstellplatz Kempten an der Iller**

Dear guests,

Welcome to Wohnmobilstellplatz Kempten an der Iller.

These terms and conditions govern the rights and obligations between the user and Stadtmarketing Kempten GmbH, Rathausplatz 22, 87435 Kempten, Tel.: +49 831 960955-0, as the operator (hereinafter: Operator) of the motorhome parking site in 87437 Kempten, Illerdamm 20 (hereinafter: site). The contractual services of the Operator are provided for the respective period of use.

#### **Section 1: Site purpose and terms of use**

- (1) The site is intended exclusively for temporary, tourist use all year round by motorhome drivers with a motorhome up to maximum length of 10 m that is approved for use on public roads. The permitted duration of stay is limited to a maximum of five consecutive calendar days.
- (2) Use of the site with other vehicle types, especially cars, caravans, motorbikes, buses, lorries, trailers and the erection of tents, is not permitted.
- (3) Use of the site for permanent residence, for taking up residence or for commercial purposes is expressly forbidden. This does not affect occasional or recurring use for tourism.
- (4) Vehicle types within the meaning of paragraph (2) and motorhomes that are parked in their respective parking space beyond the agreed duration of stay in accordance with paragraph (1) and paragraph (3), may be removed at the driver's expense and risk at the Operator's request. The Operator shall not be held liable for damages arising from removal, unless these are due to intent or gross negligence.

#### **Section 2: Concluding the user agreement and complying with the General Terms and Conditions**

- (1) A user agreement concluded between the user and the Operator for the temporary use of the site is entered into the moment the user swipes the transponder card at the barrier system's entry terminal. The contract is implied by the user making use of the site.
- (2) Users are the drivers of the motorhome and all passengers travelling in the vehicle. All persons arriving in the motorhome and using the site are considered users within the meaning of these General Terms and Conditions and must be duly registered by the Feratel registration system or in writing (section 6 (1)) in accordance with section 29 of the Federal Act on Registration (Bundesmeldegesetz or BMG).
- (3) By driving onto the site and swiping the transponder card, the user agrees to the validity of these General Terms and Conditions. The General Terms and Conditions, as amended, are visibly displayed on the entrance terminal and on the site, and can be viewed by clicking the following link: [www.kempten-tourismus.de/agb-wohnmobilstellplatz](http://www.kempten-tourismus.de/agb-wohnmobilstellplatz).
- (4) The user will only be able to pay the user fee and other chargeable services (section 5) provided they have fulfilled their legal requirement to register in accordance with section 29 (BMG). If users fail to register, the pay machine will stop them from being able to make a payment.

### **Section 3: Termination of contract, cancellation and withdrawal**

- (1) The user relationship shall end automatically at the end of the maximum permitted duration of stay (five consecutive calendar days). No separate termination notice is required. The user must completely vacate the site at this time and leave it in a clean condition.
- (2) If the user exceeds the permitted duration of stay despite being asked to leave by the Operator, the latter reserves the right to have the parking space vacated at the user's expense and risk and take the necessary measures to return the parking space to its contractual condition by taking further action.
- (3) The Operator reserves the right to withdraw from the contract if it becomes impossible or unreasonable to provide the site as a result of force majeure or other circumstances for which they are not responsible (e.g., natural disasters, official orders, unforeseeable technical faults). The Operator shall have no further obligation to perform in this case.

If the user has already parked in the parking space by this time or the Operator has incurred expenses by this time, the user is still required to pay the usage fees incurred up to the time of vacating the parking space as well as any ancillary costs (e.g., fresh water, electricity) in full at the pay machine. Payment becomes due upon leaving the parking space.

- (4) The Operator reserves the right to terminate the contract without notice at any times for good cause. Good cause shall be deemed to exist, in particular, if the user:
  - Persistently or seriously violated these General Terms and Conditions;
  - Uses the site for purposes other than those intended, especially for residential purposes, for commercial activities, for camping, or for setting up unauthorised vehicles or installations (cf. section 1 (2));
  - Refuses to use or vacate the parking space in accordance with the contract despite being asked to do so.

In the event of extraordinary termination, the user is required to vacate their parking space immediately and leave it in an orderly and clean condition. If they fail to do so, the Operator reserves the right to evict the user at the user's expense by taking further action.

- (5) Termination can be made informally. In particular, notice of termination can also be given verbally or by implied measures (e.g., blocking access or a request to vacate the space).

### **Section 4: Access, site regulations and facilities**

- (1) Only authorised users and the Operator's staff are permitted to access to the parking space (section 2 (2)).
- (2) The Operator exercises domiciliary rights on the site. They reserve the right to evict unauthorised persons from the site if this is necessary to ensure safety, to implement site regulations or to show consideration for other users.
- (3) A total of 38 parking spaces have been designated on the site for use by motorhomes. Parking is only permitted within the marked parking spaces.

- (4) The site is equipped with a sanitary facility, a supply and disposal facility, and a waste disposal facility. Access to these facilities is only possible with the transponder card, which the user receives at the access terminal upon entering the site.

The transponder card must be kept in a safe place and must not be shared with third parties. For security reasons and to prevent unauthorised use by third parties, please immediately close facility doors behind you when entering and leaving the facilities.

- (5) Free Wi-Fi is available to site users. The Wi-Fi network is password protected; users can access the password by scanning the QR code on their transponder card.

### **Section 5: User fees and terms of payment**

- (1) A fee of € 18.00/24 hours per vehicle is charged for the use of the space – regardless of the size or type of motorhome.
- (2) Alternatively, you can use the site on a short-term basis for a fee of € 8.00 for a maximum of 5 hours.

Please note: the fee of € 18.00/24 hours per vehicle will be charged automatically if you exceed the permitted short-term duration of 5 hours.

- (3) The use of electricity (€ 1.00/kWh), fresh water (€ 1.00/100 litres) and the use of shower facilities (€ 3.00/100 litres) is charged on a pay-as-you-go basis, and the user will only be charged once they activate the service using their personal transponder card. Charges for use and consumption are based on a metered system, and users will only be billed for what they use.
- (4) All chargeable services are stored electronically on the transponder card issued upon entry to the site. The transponder card is linked to the licence plate number of the vehicle used to access the parking space. This link is used to ensure that services are clearly allocated to the correct users and billed accordingly, and that access to the site is controlled. If the transponder card is lost, this allows the services used up to that point to be billed.  
Users can view the current status of the stored services at any time by scanning the QR code on the transponder card. The transponder card must be kept in a safe place and must not be shared with third parties.
- (5) Before leaving the site, you must pay the invoice amount must in full at the card-only pay machine (EC or credit card). The transponder card must then be validated at the exit terminal. You will not be able to leave the site without paying and then validating your card.

### **Section 6: Losing and replacing your transponder card**

- (1) You must report the loss of a transponder card must immediately to the Operator on +49 831 960955-0 or by phoning the support hotline on +49 831 93065830. The Operator is available Monday to Friday between 09:00 and 17:00, and the support hotline daily is available between 08:00 and 20:00.
- (2) After reporting the loss, the user will be asked to pay for the services associated with the licence plate plus a fee of € 25.00 to cover the loss at the pay machine. The user will then be able to leave the site in their motorhome. If they do not wish to leave, they must re-enter the site.

- (3) A flat-rate fee of € 25.00 will be charged for the lost card. The Operator accepts no liability for misuse of the card by third parties if the user has breached their duty of care set out in section 4.

### **Section 7: User conduct and obligations**

- (1) The user is obliged to immediately register their vehicle electronically using the Feratel registration system in accordance with section 29 (BMG). This is done by scanning the QR code on the transponder card.

Alternatively, you can also register your vehicle in writing by completing and submitting a registration form on site at the ticket office or at the local tourist information centre. The data collected on this form will be stored securely in compliance with data protection regulations and erased after the statutory retention periods have expired.

- (2) The use of vehicle awnings and the setting up of camping tables and chairs is permitted within the marked parking space. The erection of enclosures, awnings or other permanent structures and the tensioning of washing lines are not permitted. Users must ensure that their equipment does not endanger or inconvenience third parties. The user/offender is liable for any resulting damage.
- (3) The site is subject to 'quiet hour' rules from 22:00 to 06:00. Disturbing activities, including arrivals and departures, must be refrained from during this period.
- (4) The user is required to keep the parking space, the sanitary facilities and the waste disposal facility clean and tidy at all times and to leave them in this condition on departure.
- (5) Pet owners must ensure that their animals do not cause any nuisance or danger to other users. Dogs must be kept on a lead at all time when on site. Pets are not permitted in the sanitary facilities for reasons of hygiene.
- (6) Waste may only be disposed of in normal household quantities and only in the containers provided at the waste disposal facility. The disposal of household waste or commercial waste brought into the waste disposal facility (not generated on-site) is prohibited. The user is required to separate waste properly (residual waste, paper, organic waste).

Glass waste and retail packaging may not be disposed of on site. They must be disposed of by the user at the nearest public recycling centre (glass container, container for retail packaging).

- (7) The supply and disposal system is responsible for supplying fresh water and disposing of wastewater. Electricity may only be drawn from existing electricity columns.
- (8) Open fires, the burning of bonfires or fireworks and barbecuing with charcoal, disposable barbecues or other smoke-producing fuels are prohibited. Cooking and barbecuing is only permitted using electric or gas appliances.
- (9) The user undertakes not to misuse Internet access, in particular not to distribute illegal content or for file sharing in breach of copyright. The transfer of Internet access to third parties is also prohibited.
- (10) Users are not permitted to feed self-generated electricity from the motorhome's PV systems into the Operator's grid.
- (11) The entire site is subject to the Highway Code (StVO).

## **Section 8: Liability**

- (1) Use of the car park is at the user's own risk. The user shall be liable for all damage to the site caused by them or third parties from their area of responsibility (e.g., visitors), insofar as they are at fault or cannot disprove such fault.
- (2) The user shall indemnify the Operator against third-party claims arising from unlawful use of the site or its facilities by the user or persons for whom the user is responsible, unless the Operator itself is responsible for the breach of duty.
- (3) Liability on the part of the Operator – regardless of the legal grounds – is excluded, unless the Operator or its vicarious agents are guilty of intentional or grossly negligent behaviour. In the event of slightly negligent breaches of duty, the Operator shall only be held liable for damages arising from the breach of essential contractual obligations (cardinal obligations), limited to the foreseeable damage typical for the contract.
- (4) The exclusion of liability in accordance with paragraph 3 shall not apply in the event of damage resulting from injury to life, limb or health, fraudulent concealment of a defect or mandatory statutory liability (e.g., under the Product Liability Act).
- (5) The Operator shall not be held liable in particular for:
  - Damage due to force majeure or the weather;
  - Failures or disruptions to the water, wastewater or electricity supply;
  - Restrictions to the winter road gritting service (clearing and gritting is only carried out to a limited extent);
  - Third-party noise pollution or disturbances.
- (6) The Operator reserves the right to temporarily restrict the use of individual areas of the site or to use them for other purposes (e.g., for events). This shall not give rise to any claims for compensation or reduction on the part of the user, provided that prior notification is given in good time.

## **Section 9: Data protection, video surveillance and licence plate recognition**

- (1) The Operator processes the user's personal data for the sole purpose of implementing and processing the user relationship (e.g., electronic registration, storing of transponder card data, billing, vehicle licence plate number). The processing is carried out on the basis of Art. 6 (1)(b) GDPR. The data will not be shared with third parties unless this is necessary for the performance of the contract or required by law.
- (2) The site is monitored at the following locations for security reasons, to exercise domiciliary rights, and for the purpose of safe operation: Sanitary facilities, supply and disposal facilities, waste disposal facility, pay machine, entrance and exit are monitored by CCTV. Faces may also be recorded in an identifiable manner. The video footage is recorded automatically, erased after a maximum of 72 hours and only analysed in specific cases – for example in the event of damage to property, breaches of the site rules or criminal offences. Processing is carried out on the basis of Art. 6 (1) (f) GDPR in conjunction with section 4 of the Federal Data Protection Act (BDSG).
- (3) Two stationary cameras are also installed at the entrance and exit of the site for temporary number plate recognition. These are used exclusively to link the licence plate number recorded with the

transponder card drawn. The data is automatically erased after 72 hours at the latest. This processing is also carried out on the basis of a legitimate interest in accordance with Art. 6 (1)(f) GDPR.

- (4) The Operator complies with all provisions of the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). Users reserve the right to access information, request that their personal data be rectified, erased or the processing of which restricted, as well as the right to file a complaint with a data protection supervisory body at any time. Please click on the link below for more information on our Privacy Policy, as amended: [www.kempten-tourismus.de/agb-wohnmobilstellplatz](http://www.kempten-tourismus.de/agb-wohnmobilstellplatz).

#### **Section 10: Miscellaneous**

- (1) Amendments and supplements to this contract must be made in writing to be deemed valid. Statutory formal requirements and the principle of precedence of individual agreements remain unaffected by this.
- (2) The law of the Federal Republic of Germany shall apply. The language of this contract is German.

#### **Section 11: Commencement**

The General Terms and Conditions enter into force on 07/07/2025. By swiping the transponder card, the user agrees to the validity of these General Terms and Conditions. The current version, as amended, is available at the following link [www.kempten-tourismus.de/agb-wohnmobilstellplatz](http://www.kempten-tourismus.de/agb-wohnmobilstellplatz) and is displayed on the site and in front of the entrance barrier.