

General Terms and Conditions

General Terms and Conditions for Hotel Accommodation and Supervision of Children at Schloss Leizen

in force as of 1st January 2017

1. General

1.1 These General Terms and Conditions are entered between Germany For Kids and the Customer.

1.2 Under the Customer Germany For Kids understands:

1.2.1 parents/legal guardians of the Child (also Guest); or

1.2.2 any physical person (Third Party), who complies with all of the following:

- has obtained permission from child's parents/legal guardians to make a booking for the Child;
- disclosed his relationship to the Child; and
- booked and paid for a holiday for that child through schlossleizen.com booking system.

Thereby a Customer is always a natural person/consumer who enters into a contract for the child and to the child's benefit.

1.3 Guests are children who are aged between six to fourteen years of age upon arrival who stay at Schloss Leizen on their own, without parents/legal guardians or parent/guardian-appointed chaperones. Any deviation of age needs to be approved by Germany For Kids prior to booking.

1.4 Guests can stay a minimum of one week or any multiple of whole weeks.

1.5 One week represents one booking unit. Each week begins (Arrival) and ends (Departure) on a Saturday.

1.6 Paragraphs 1.4 and 1.5 do not apply to children in special and customised programs. Guests in these programs are hosted as per the individually agreed schedules.

1.7 Germany For Kids delivers accommodation, as well as all other services required for the Guest's well-being during their stay with us: All meals, snacks and drinks, a balance of fully-supervised play, physical activity, sports and fun, inquiry-based learning, educational excursions and other activities.



2. Arriving at Schloss Leizen

2.1 Drop-off and Pick-up at Schloss Leizen

2.1.1 Germany For Kids is flexible as to the timing of drop-off and pick-up, but encourage customers to comply with the following timings: 7 am - 9 pm local time. Customers are required to sign our arrivals & departure register and transfer liability both at drop-off and pick-up. Guests/children are transferred into the responsibility of the Germany For Kids educators/staff upon sign-in and transferred back to the parents/legal guardians upon sign-out.

2.1.2 Customers who bring children to Schloss Leizen will be welcomed with light refreshments. If requested a tour of our building and grounds to include your child's bedroom is also possible. For operational and security reasons please understand that you must be accompanied by a member of our staff at all times who will be happy to answer all your questions. You may join other customers in the tour. The privacy and security of our guests is a priority for us, please understand if some areas are off-limits, this may, on some occasions, include your child's bedroom.

2.1.3 Saying goodbye to your child is important and we encourage you to do so however, we ask that your goodbye and departure is swift in order to allow children to quickly adjust to the new surroundings, build contacts with the other children and carers and integrate with as little stress as possible.

2.1.4 Customers must pick up their children at the end of the child's stay at Schloss Leizen. Only Parents / legal guardians or customers who comply with our policy (1.2.2) may pick up children. Customer approved chaperones may only pick up children upon receipt of an authorization email from customer's registered email address including a copy of the personal identification document that the chaperone must have with them (Passport, EU identity card).

2.1.5 Should the Customer fail to pick up the child on the last day of the booked holidays at Schloss Leizen and should Germany For Kids not be able to reach the Customer under the contact details provided to Germany For Kids, Germany For Kids will, at its sole discretion, either organise the child's supervised transport home at the Customer's expense or extend the child's stay at Schloss Leizen by another week (subject to availability) and charge the Customer at the standard rate applicable at that time.

2.2 Visas

2.2.1 Where required, Germany For Kids assists its foreign guests who need visas to Germany with invitation letters.

2.2.2 Please note that it is the Customer's responsibility to obtain a visa for the child.

2.2.3 Should the Customer fail to obtain a visa for the child and the child would as a result not be able to travel and make use of the booking, the Customer would need to cancel the booking according to Art. 9 or accept that the no



show/non-arrival policy (Art. 9.4) will apply.

2.3 Airport pick-up/drop-off

2.3.1 Germany For Kids arranges for airport pick-ups and deliveries to and from major airports in Berlin and Hamburg for a return trip fee of EUR 120 (incl. VAT) per child.

2.3.2 If the customer travels with the child, the customer may hand the child over to Germany For Kids at the airport.

2.3.3 Should the Customer wish to hand over the child to Germany For Kids at Schloss Leizen, the customer must arrange for their own transportation from the airport to Leizen.

2.3.4 The customer must book the airport pick-up service at the time of booking the child's vacation.

2.3.5 Germany For Kids requires the child's flight schedule at least 2 weeks prior to child's arrival to enable Germany For Kids to send the customer instructions as to the particulars of Germany For Kids staff who will be authorised to receive the child.

2.3.6 It is the Customer's responsibility to ensure that the airline is properly instructed to hand over the child to the Germany For Kids staff upon arrival at the airport.

3. Accommodation Policy

3.1 The Customer's fully paid booking entitles the child to an all-inclusive stay at Schloss Leizen. All Schloss Leizen guest rooms host either 2, 3 or 4 children and have private en-suite bathrooms.

3.2 Germany For Kids does not usually offer any rooms for single occupancy.

3.3 Room placement: Germany For Kids carers allocate children into their rooms using the following criteria:

3.3.1 Gender:

- boys share rooms only with boys;
- girls share rooms only with girls;
- Germany For Kids aims to reserve one floor for boys and one floor for girls. As gender numbers fluctuate we cannot guarantee this policy.

3.3.2 Age: it is the aim of Germany For Kids to accommodate children of similar ages in the same room.



3.3.3 Siblings, schoolmates, best friends: should the customer book holidays for several siblings, schoolmates, best friends, children of customer's best friends or similar and have preferences on the children's room sharing, Germany For Kids will try to accommodate the request in line with its policies, however without any obligation on its part.

3.3.4 Preferences: If children make friends during a longer stay at Schloss Leizen and as a result wish to share their room with such a new friend in a following week, Germany For Kids tries to fulfill such wishes without obligation

3.4 Not barrier-free: Schloss Leizen is a listed monument of Germany's national heritage. It has been renovated as a modern, purpose-built and safe facility for children that maintains the building's historical shape and form. However due to the legal constraints in keeping the building in this manner, Germany For Kids regret that it was not permissible to make the facility barrier-free.

3.5 Parent / Family / Friend visits: For operational reasons and in keeping with our equality and inclusion policy visits are not generally allowed. Exceptions can be made in the cases of ill health of child or non-resident family member, family emergency or similar scenario.

When Customers visit the child we request that they take them off-site if possible. Customers must sign out the child on our register and assume liability until the child returns which must be between 9am and 7pm (local time) on the same or any following day. Germany For Kids does not offer any refunds for services not consumed by the guests during their absences.

3.6.6 Health & Medical Insurance: All Children must have suitable and valid Health, Medical and Emergency insurance covering their whole stay with Germany For Kids.

3.7 Legal Liability Insurance: Germany For Kids also recommends legal liability insurance that covers the risks of the child damaging any third party property:

- Under German Law, parents are responsible for damages caused by their child.
- For the purpose of the booking at Schloss Leizen Customers and parents / legal guardians (should they not be the same) are liable for the damages caused by the child.
- Through the legal liability insurance the liability risk for the parents/customers can be significantly reduced, subject to access.
- If required, Germany For Kids will assist Customers with contacts to insurance brokers who can provide such inexpensive insurance services.

3.6.8 Resale of Germany For Kids bookings is not permitted (sending a different child than that stated in the booking confirmation). A written request to Germany For Kids is required if the customer wishes to transfer the booked Germany For Kids vacation to another child. Germany For Kids reserves the right to reject such a request.



3.9 Germany For Kids is obliged to supply the booked rooms / beds available according to the present General Terms and to render the services agreed. In the highly unlikely case of not being able to provide accommodation at Schloss Leizen (unlike some hotels, we do not overbook) we reserve the right to provide alternative, local supervised accommodation of a similar or higher standard

3.10 Germany For Kids requires that all valuables (cash, jewellery, smartphones, tablets, etc.) and dangerous items (knives, medicines, etc.) remain deposited in the central hotel safe during the entire duration of the stay. Children are generally allowed to use their smartphones/tablets during evening freetime which is usually one hour from 6 to 7 p.m. for children up to 10 years of age and 6 p.m. until lights out for older children.

4. Food Policy

4.1 Germany For Kids holiday charges include all meals (breakfast, lunch and dinner) plus drinks and snacks. At each mealtime we serve varied, healthy food based on European cuisine and inspired by international flavours to a children's tastes. There are always simple choices. Our food is cooked fresh on-site daily. Our chef uses regional and seasonal produce wherever possible. Pork does not feature in our regular menus.

4.2 We endeavour to accommodate each child's dietary requirements wherever possible.

4.3 When required Germany For Kids can accommodate the following diets

- Nut-Free,
- Vegetarian,
- Vegan,
- Halal Food,
- Kosher Food,
- Diabetes suitable,
- Gluten-free.

4.4 In order that we can provide suitable food the customer must notify us at least two weeks in advance of any special dietary requirements of any child for whom they have booked holidays at Germany For Kids. This is done by completion of each child's "Long Child Profile" in the customer account section of schlossleizen.com. Should the customer fail to communicate the child(s) dietary requirements Germany For Kids reserves the right to cancel the child's booking according to Article 10.3. of this agreement.

5. Customer Consent Policy

5.1 At least two weeks prior to the child's arrival at Schloss Leizen, Germany For Kids requires a number of forms to be



digitally-signed (clicked) by the Customer (in the case of the customer not being parents/legal guardians, Customers must confirm that they have the permission of the parent/legal guardian).

5.2 These parental/legal guardian consent forms will allow Germany For Kids to:

- Take the child on trips and excursions;
- Let the child participate in certain sports and leisure activities, especially swimming and bicycle excursions;
- Take photos & videos of the child;
- Publish photos & videos of the child;
- In rare cases where this becomes necessary, act in loci parentis: take decisions regarding urgent medical care required by the child (e.g. hospital admission).

5.3 Parents may opt-out of our photo policy. This opt out is formed of two parts, opting out of the publication of photos of videos, and to opt out of the taking of photos and video. In order to do this please email Germany For Kids from your registered email address stating which of these two you wish to opt out of and for which children should you have more than one booking. Should the customer not explicitly object to the taking and use of their child's photos for Germany For Kids purposes, consent is deemed accorded.

5.4 Should the Customer not provide these digitally-signed forms before the child arrives at Schloss Leizen, the affected child may not be able to take part in certain activities. In a worst-case scenario the child's holiday may have to be cancelled according to section 10.3. of this agreement.

5.5 Customers are required to fully complete the Long Child Profile. All submitted information and consents form part of the Accommodation and Supervision Contract between Germany For Kids and the Customer

5.6 If a Third Party has made a booking at schlossleizen.com on behalf of the parents/legal guardians of the Guest, this third party shall be jointly and severally liable to Germany For Kids together with the parents/legal guardians for all obligations arising from the booking.

6. Child's Medical Information/Information about child's disabilities

6.1 Germany For Kids aims to accept all children regardless of their medical requirements, provided that such medical requirements do not demand specialised care or disability-friendly facilities.

6.2 Schloss Leizen is not equipped to accommodate children with disabilities which require them to use a wheelchair or similar mobility aid

6.3 Germany For Kids receives bookings with minimum information (data entered into the Short Child Profile) about



the child for whom the booking is made. Children who depend on aids such as hearing aids, glasses and other similar aids can participate in all Germany For Kids programs & activities. Bookings for children with other medical conditions should only be made after Germany For Kids has been notified of said condition and a care plan has been discussed with and approved by our director.

6.4. Germany For Kids staff is only allowed to administer medicine to children based on a doctor's prescription.

6.5 Children who bring their own medicine need to hand their medicine over to our staff upon arrival to ensure that the medicine is kept locked in order to maintain safety for all children. They may take their medicine at their own risk provided that Germany For Kids has been informed accordingly. In such a case, Germany For Kids cannot accept any responsibility for the correct dosing and/or application of such drugs.

6.6 Should the Customer fail to provide these signed forms two weeks prior to the child's arrival at Schloss Leizen, Germany For Kids may be forced to exclude the child from certain activities or in the worst-case scenario cancel the child's Schloss Leizen booking according to Article 10.3.

7. Weekly Schedules

7.1 Germany For Kids publishes its weekly activity schedules for its flagship "Schloss Leizen International" program on schlossleizen.com.

7.2 While Germany For Kids is committed and bound to provide an outstanding experience to its guests, the Germany For Kids program has to be flexible and can change subject to:

- weather;
- availability of attractions;
- childrens' interests;
- other factors outside of our control.

7.3 Apart from the flagship "Schloss Leizen International" program, Germany for Kids also offers programs with a significantly reduced scope at lower prices (e.g. "Schloss Leizen Local").

8. Booking and Payment Policy

8.1 After confirming a booking (clicks BOOK NOW), the customer will receive an automated email comprising of a booking invoice as confirmation of the booking. As of this moment the Contract between Germany For Kids and the Customer comes into existence, under the condition that the Customer pays the booking invoice within three days as of the date of the booking invoice.



8.2 Date of payment is defined as the date when the total amount stated on the invoice is paid. Should Germany For Kids fail to receive the Customer's payment of the booking invoice within seven working days as of the date of the booking invoice, the booking is automatically cancelled and the Contract between Germany For Kids and the Customer ceases to exist. If you are aware there may be difficulties with payment or that your regular international payment method may take longer, please contact us.

8.3 Should the Customer wish to prolong the child's stay at Schloss Leizen, the Customer must book and pay the extension through the Germany For Kids website at least three days prior to the end of the child's original stay. Extension of the child's stay at Schloss Leizen will be subject to availability.

8.4 Germany For Kids reserves the right to decline any guest or booking without any justification. In case of a declined booking, 100% of all payments made to Germany For Kids in connection with the booking is refunded to the customer. Germany For Kids is however not liable for travel expenses incurred by the Customer with respect to the declined booking.

9. Booking Cancellation by the Customer

9.1 Under Booking Cancellation Germany For Kids understands termination of the Schloss Leizen Childrens' Accommodation and Supervision Contract.

9.2 The Customer can easily cancel any booking in the schlossleizen.com customer area "My account":

- click on "Booking";
- log into the customer account;
- choose "Cancel booking" from the booking overview table.

9.3 Alternatively, cancellation requests can be accepted in writing by Email from your registered email address to booking@schlossleizen.com and need to include the original invoice or receipt number for reference.

9.4 The following refunds are available for cancellations that take place:

- more than 150 days prior to the booked dates: 80% of the invoice total provided that the invoice has been paid in full (i.e. penalty is 20% of the original invoice value);
- more than 120 days prior to the booked dates: 65% of the invoice total provided that the invoice has been paid in full (i.e. penalty is 35% of the original invoice value);
- more than 90 days prior to the booked dates: 50% of the invoice total provided that the invoice has been paid in full (i.e. penalty is 50% of the original invoice value);
- more than 30 days prior to the booked dates: 40% of the invoiced total provided that the invoice has been paid



- in full (i.e. penalty is 60% of the original invoice value);
- more than 15 days prior to the booked dates: 30% of the invoice total provided that the invoice has been paid in full (i.e. penalty is 70% of the original invoice value);
- Up to 15 days prior to the booked dates or less: 15% of the invoice total provided that the invoice has been paid in full (i.e. penalty is 85% of the original invoice value);
- If the child fails to arrive for their booked holiday and we have received no communication regarding a cancellation there will be no refund.

10. Cancellation by Germany For Kids

10.1 Should the Germany For Kids staff establish a serious breach of conduct by the child (e.g. unexcused absences, use of banned substances, violent behavior and V or similar), Germany For Kids reserves the right to terminate the child's holidays without recourse or refund and will arrange to immediately return the child to his/her parents at their cost. The affected guest will not be able to return to Germany For Kids either to complete their booked holiday or for future bookings.

10.2 At least two weeks prior to the Guest's booked arrival at Schloss Leizen Germany For Kids must receive all the required information and authorisations, as described in the present Terms and Conditions and the child's Complete Profile stored in the customer's "My Account" section on the schlossleizen.com website must be complete and other relevant communication to the Customer must be concluded. Customers who are not parents/legal guardians need to confirm that they have obtained the consent/permission of the parents/legal guardians.

10.3 Should Germany For Kids fail to receive information (including but not limited to nutrition requirements and medical conditions or handicaps), declarations and authorisations with respect to the Guest within the stated time, after repeated communication with the Customer Germany For Kids is free to inform the Customer that the Contract ceases to exist, in which case Germany For Kids refunds the Customer 15% of the invoiced amount provided that the invoice has been paid in full.

11. Germany For Kids Date Change Policy

11.1 Date change requests can only be accepted in writing from your registered email address to booking@schlossleizen.com and need to include original invoice or receipt number for reference.

11.2 Each year has two seasons: main season (summer) and low season (autumn, winter and spring). Date changes for the same season (same year and same season) will be accommodated if the booking situation permits it (available capacity at the requested date) and provided that such a request is made at least 90 days before the beginning of the original booking.



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USt-IdNr.: DE281026738

Hotel Address
Schlossstrasse 12
17209 Leizen, Germany

11.3 The arrangement fee for date changes is EUR 100,00 per child and booking.

12. Germany For Kids Liability

12.1 Germany For Kids is liable in accordance with the applicable German Laws.

12.2 Germany For Kids is not liable if Force Majeure or other circumstances outside of our control or not attributable to Germany For kids make it impossible to perform the Contract

12.3 Germany For Kids is not liable for the loss and /or damage of valuables of guests as Germany For Kids requires to keep them in the central hotel safe.

13. Final provisions

13.1 These General Terms and Conditions form part of the Contract for Accommodation and Supervision of Children. Additional Policies of Germany For Kids, data contained in the Short and Complete Child Profile, other binding information communicated to the Customer, constitute part of the Contract for Accommodation and Supervision of Children.

13.2 The present General Terms and Conditions are exclusively subject to the German Law.

13.3 These General Terms and Conditions exist in two languages: English and German. In case of differences between the two versions, the German text prevails.

13.4 The exclusive competent court of jurisdiction for all disputes arising out of or in connection with these General Terms and Condition is the competent court at the seat of Kinderferienhotels Deutschland Germany4Kids GmbH.

13.5 Should individual provisions of these General Terms and Conditions for the Germany For Kids Accommodation and Supervision Contract and/or other parts of the Contract be or become invalid or void, the validity of the remaining provisions shall not be affected.

13.6 Changes or amendments to the Contract shall be made in written form and communicated to Customers by email. Any unilateral changes or modifications on the part of the Customer shall be invalid.

13.7 Place of performance and payment shall be the registered seat of Germany For Kids.



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