



General Business Terms of Europa-Park Resort GmbH & Co. Hotelbetriebe KG for the camping contract Europa-Park Resort (Status: 12/2009)

I. Scope

1. These Business Terms shall apply to the rental provision of sleeping berths in stationary tents, covered wagons and log cabins in the Europa-Park Camp Resort as well as the use of shared facilities which are provided (e.g. washing facilities) in the Europa-Park Camp Resort and the use of the site.

2. General Business Terms of the camping guest shall only apply if this was explicitly agreed in writing in advance.

II. Conclusion of the contract, contractual partners, statute-of-limitations

1. Europa-Park Resort undertakes to keep the sleeping berths booked by the camping guest ready and to provide the agreed services. Which services have been agreed as per contract can be seen from the advertisement in the brochure and from the details in the reservation confirmation which refers to this.

2. The camping guest undertakes to pay the prices of Europa-Park Resort agreed or applicable for the provision of the sleeping berth and the further services used by him. This shall also apply to services arranged for by the camping guest and expenses of Europa-Park Resort to third parties. The agreed prices include the respective applicable rate of value added tax and possible due visitor's tax.

3. Europa-Park Resort can make its consent to a subsequent reduction in the number of booked sleeping berths, possible other services of Europa-Park Resort or the duration of the camping guest's stay, requested by the camping guest, dependent on the fact that the price for the sleeping berths and/or for the other services of Europa-Park Resort is increased.

4. Invoices of Europa-Park Resort without a due date are payable without deduction within 10 days from receipt of the invoice. Europa-Park Resort can request the immediate payment of due claims from the camping guest at all times. In case of default in payment Europa-Park Resort is entitled to request the respective applicable statutory interest on default in the current amount of 8 % or with legal transactions, in which a consumer is involved, in the amount of 5 % above the base lending rate. Europa-Park Resort reserves the right to prove higher damages.

5. Europa-Park Resort is entitled to request a reasonable advance payment or provision of security in the form of a credit card guarantee, a down payment or similar security from the camping guest upon conclusion of the contract. The amount of the advance payment and the payment dates can be agreed in writing in the contract. The statutory provisions shall remain unaffected in case of advance payments or provisions of security for package holidays. In case a credit card is stated as guarantee Europa-Park Resort shall merely examine the coverage of costs. No charges will be debited by Europa-Park Resort in advance. Payment by cash on site is still also possible.

6. In justified cases, for example if the camping guest is in arrears with the payment, Europa-Park Resort is also entitled to request an advance payment or provision of security within the meaning of Number 5 above or an increase in the advance payment or provision of security, agreed in the contract, up to the full agreed remuneration after conclusion of the contract until the commencement of the stay.

7. Europa-Park Resort is further entitled to request a reasonable advance payment or provision of security within the meaning of Number 5 above from the camping guest at the beginning and during the stay for existing and future claims from the contract insofar as such was not already paid according to Numbers 5 and/or 6 above.

8. The camping guest can only offset, reduce or exercise a right of retention with an undisputed or final and binding claim against a claim of Europa-Park Resort.

9. If the period of time between conclusion of the contract and provision of the service exceeds four months Europa-Park Resort reserves the right to also make changes to prices without a prior announcement.

10. If the applicable rate of value added tax changes after conclusion of the contract then the agreed price shall change accordingly.

11. All stated prices and price agreements shall apply in euros. Insofar as foreign currencies are mentioned then this shall be exclusively carried out for the binding orientation based on the exchange rate which was valid at the time of publication.

12. With bank transfers the camping guest has to state the reservation number and the name (identical with the name on the reservation confirmation). Incoming payments can only be taken into account by Europa-Park Resort if these are received by it at least 14 days before arrival. A confirmation of receipt of the payments is not sent to the camping guest by Europa-Park Resort, therefore the deposit slips of the bank are to be stored as confirmation by the camping guest. Payment by bank transfer is no longer possible in case of reservations at short notice (these include all reservations one to 14 days before arrival).

IV. Cancellation of the camping guest/non-use of services by the camping guest

1. A cancellation by the camping guest of the contract concluded with Europa-Park Resort requires the written consent of Europa-Park Resort. If this consent is not granted then the agreed price from the contract is also to be paid if the camping guest does not use contractual services. This shall not apply with breaches of Europa-Park Resort's obligation to show consideration for rights, legal interests and other interests of the camping guest if an adherence to the contract is no longer deemed reasonable for the guest or he is entitled to any other statutory or contractual right of cancellation.

2. Insofar as a date was agreed upon in writing between Europa-Park Resort and the camping guest for the free cancellation of the contract, the camping guest can cancel the contract until this date without initiating any claims for payment or compensation of Europa-Park Resort. The camping guest's right of cancellation shall lapse if he does not exercise his right to cancellation in writing towards Europa-Park Resort by the agreed date insofar as there is no case of the cancellation of the camping guest pursuant to Subclause IV. No. 1 Sentence 3.

3. In case of sleeping berths not used by the camping guest Europa-Park Resort must offset the income from another rental as well as the saved expenses. If the sleeping berths are not otherwise rented then Europa-Park Resort can request the contractually agreed remuneration and deduct a flat rate for saved expenses. In this case the camping guest undertakes to pay at least 80 % of the contractually agreed price for overnight stays. The camping guest is at liberty to prove that the aforementioned claim was not incurred or not in the requested amount.

V. Cancellation of Europa-Park Resort

1. Insofar as agreed in writing that the camping guest can cancel the contract free of charge within a certain deadline, Europa-Park Resort is on its part entitled to cancel the contract during this period of time in case of enquiries from other customers/camping guests for the contractually booked sleeping berths and the camping guest does not waive his right to cancellation following an enquiry from Europa-Park Resort.

2. If an advance payment or provision of security as agreed or requested according to Subclause III. No. 5 and/or No. 6 above is not provided even after the expiry of a reasonable final deadline set by Europa-Park Resort then Europa-Park Resort is also entitled to cancel the contract.

3. Europa-Park Resort is further entitled to terminate the contract extraordinarily for a factually justified reason, for example if

1. force majeure or other circumstances beyond the control of Europa-Park Resort render the satisfaction of the contract impossible;

2. sleeping berths are booked under misleading or false statement of essential facts, e.g. the person of the camping guest or the purpose of his stay;

3. Europa-Park Resort has justified reason to assume that the use of the contractual services can endanger the smooth business operation, the safety or the reputation of Europa-Park Resort in public without this being attributed to the field of control or organisation of Europa-Park Resort;

4. there is a breach of the afore-mentioned Subclause I. No. 2.

VI. Provision, hand-over and return of the sleeping berth

1. With a booking of individual beds within the stationary Tipy tents there is no entitlement to a complete, own tent. Multi-bed tents are stipulated with third party occupation. The camping guest has the possibility to reserve a complete tent. The costs for the vacant beds shall be charged in this case.

2. Stationary covered wagons can only be booked as complete wagons. Vacant beds not used by the camping guest shall be charged.

3. With regard to the stationary log cabins there is no entitlement that a complete room will be made available when booking. Multi-bed rooms are stipulated with third party occupation. Complete bedrooms can be booked. The costs shall insofar be charged for sleeping berths which are not occupied.

4. Booked sleeping berths shall be available to the camping guest from 3:00 pm of the agreed day of arrival. There is no entitlement that the accommodation will be available earlier.

5. On the agreed day of departure the sleeping berths are to be cleared and made available to Europa-Park Resort by no later than 11:00 am. After this time Europa-Park Camp Resort can charge 50 % of the full list price for the use which exceeds the contract until 6:00 pm, from 6:00 pm 100 % of the list price, owing to the late clearance. Contractual claims of the camping guest are not established hereby. The camping guest is at liberty to prove that Europa-Park Resort did not suffer any or a substantially less claim for fees for use.

6. The site allocated to the camping guests including sleeping berths may be used as a maximum by the number of persons who are registered. The sub-letting or further rental of the provided sleeping berths requires the prior written consent of Europa-Park Resort, whereby § 540 Par. 1 Sentence 2 BGB [German Civil Code] is excluded insofar as the camping guest is not a consumer.

VII. Liability of Europa-Park Resort

1. Europa-Park Resort shall be liable for its obligations from the contract with the due care and attention of an ordinary merchant. Claims of the camping guest for damages are excluded. Excluded from this are damages from the injury to life, the body or the health if Europa-Park Resort was responsible for the breach of duty, other damages which are due to a wilful or grossly negligent breach of duty of Europa-Park Resort, and damages which are due to a wilful or negligent breach of duties of Europa-Park Resort which are typical for the contract. A breach of duty of a legal representative or a vicarious agent is deemed equivalent to a breach of duty of Europa-Park Resort. Should interferences or defects arise to the services of Europa-Park Resort, Europa-Park Resort shall make every effort to remedy these when it gains knowledge thereof or following the immediate complaint of the camping guest. The camping guest undertakes to make every reasonable contribution to remedying the interference and to minimising possible damages. The camping guest must examine leisure facilities, appliances and vehicles before use.

2. As the sleeping berths rented to camping guests cannot be locked, valuables are to be carried by the camping guests at all times for their own safety.

3. The car park which is available to the camping guests is a public car park. Europa-Park Resort assumes insofar no liability whatsoever.

4. Insofar as Europa-Park Resort procures external services, technical or other equipment from third parties for the camping guest it acts on behalf of and for the account of the camping guest. He shall be liable for the careful handling and proper return of the equipment and shall indemnify Europa-Park Resort from all claims of third parties from the provision of the respective equipment.

VIII. Termination

Europa-Park Resort is entitled to terminate the contract without notice for an important reason. An important reason exists in particular if the camping guest sustainably breaches the camping site regulations which are binding for him through his conduct, endangers other camping guests, causes sustainable interferences, uses the rental object in breach of the contract or behaves in gross breach of the contract in any other manner. In this case the camping guest is not entitled to repayment of the rental price.

IX. Special instructions

In order to prevent damages to the site, the affixing of decoration materials or other objects is to be coordinated with Europa-Park Resort in advance. The camping guest assumes the warranty that in particular decoration materials meet the fire prevention requirements. In case of doubt Europa-Park Resort can request the submission of a confirmation of the responsible fire prevention authority.

X. Final provisions

1. The right is reserved to correct mistakes and printing and calculation errors.

2. Entrance tickets shall only and exclusively be issued to registered overnight guests in the Europa-Park Camp Resort. The main entrance of the Europa-Park Resort is available to accompanying persons (relatives, grandparents, etc.) and day visitors.

3. Amendments or addendums to the contract, the acceptance of the application or these General Business Terms for the camping contract must be made in writing. Unilateral amendments or addendums by the camping guest are invalid.

4. The place of performance and payment is the registered seat of Europa-Park Resort.

5. Exclusive place of jurisdiction – also for cheque and bill of exchange disputes – in commercial transactions is the registered seat of Europa-Park Resort under company law. Insofar as one contractual partner satisfies the pre-requisites of § 38 Par. 2 ZPO [Code of Civil Procedure] and has no general place of jurisdiction in the domestic country, the registered seat of Europa-Park Resort under company law applies as place of jurisdiction.

6. The law of the Federal Republic of Germany shall apply exclusively. The application of the UN Convention on the International Sale of Goods and the law of conflicts are excluded.

7. Should individual provisions of these General Business Terms be or become invalid or null and void this shall have no effect on the validity of the other provisions. Incidentally the statutory regulations shall apply.

8. Versions of these General Business Terms in other languages than German shall only serve for purposes of translation. The German version of these General Business Terms shall be solely decisive in case of interpretation problems, discrepancies due to language or contradictions with contents between the foreign and German version.