
I. Scope

1. These Business Terms shall apply to the rental provision of hotel rooms for accommodation as well as all other services and deliveries of the hotel provided for the customer in this respect (hotel admission contract). The term “hotel admission contract” comprises and replaces the following terms of admission of the hotel, hotel, hotel contract or hotel accommodation contract.

2. The signing or further renting of the provided rooms as well as their use for other than accommodation purposes requires the prior written consent of the hotel whereby § 540 Par. 3 Sentence 2 BGB is excluded insofar as the customer is acting on behalf of and for the account of the customer.

3. General Business Terms of the customer shall only apply if this was explicitly agreed in writing in advance.

II. Inclusion of the contract, contractual partners, statute of limitations

1. The contract shall be concluded through the acceptance of the customer’s application by the hotel. The hotel is at liberty to confirm the room booking in a text form.

2. The contractual partners are the hotel and the customer. If a third party has booked for the customer, the hotel shall be liable toward this third party in respect of the remaining obligations together with the customer for all obligations from the hotel admission contract insofar as a corresponding declaration of the third party has been submitted to the hotel.

3. All claims against the hotel shall principally become statute-barred in one year from the legal commencement of the statute of limitations. Claims for damages shall become statute-barred in respect of services and deliveries of the hotel provided for the customer in this respect (hotel admission contract) insofar as the customer has not already paid according to the contract. Invoices of the hotel without a due date are payable without deduction within ten days from invoice date. Invoices of the hotel with a due date are payable after the due date has expired. In any case of claims which are due to a wilful or grossly negligent breach of duty of the hotel.

III. Services, prices, payment, offsetting

1. The hotel undertakes to keep the rooms booked by the customer 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 customer undertakes to pay the prices of the hotel agreed or applicable for the provision of rooms and the further services used by him. This shall also apply to services arranged for by the customer and expenses of the hotel to third parties. The agreed prices include the respective applicable rate of value added tax and possible due visitor’s tax.

3. The hotel is entitled to request the submission of a confirmation of the responsible fire prevention authority or a written assurance that the hotel does not require any further action to remedy a malfunction of the fire alarm system within four days from receipt of the invoice. The invoice can request the immediate payment of due claims from the customer at all times. In case of default in payment the hotel is entitled to request the respective amount of compensation in the current amount of 8 % or with legal transactions, in which as a consumer is involved, in the amount of 5 % above the base lending rate. The hotel reserves the right to charge interest.

4. The hotel 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 customer upon conclusion of the contract and the payment dates can be agreed in writing in the contract. The statutory provisions shall remain unaffected in case of advance payment or provision of security for package holidays. In case a credit card is stated as guarantee the hotel shall merely examine in advance the form of payment of the credit card and the credit card does not include a charge for the booking.

5. Payment by cash on site is still also possible.

6. In justified cases, for example if the customer is in arrears, with the payment, the hotel 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. The hotel is further entitled to request a reasonable advance payment or provision of security within the meaning of Number 5 above from the customer at the beginning of and during the stay for existing and future claims from the contract insofar as such was not already paid according to the contract. A breach of duty of a legal representative or a vicarious agent is deemed equivalent to a breach of duty of the hotel. The hotel is entitled to request the submission of a confirmation of the responsible fire prevention authority or a written assurance that the hotel does not require any further action to remedy a malfunction of the fire alarm system within four days from receipt of the invoice. The invoice can request the immediate payment of due claims from the customer at all times. In case of default in payment the hotel is entitled to request the respective amount of compensation in the current amount of 8 % or with legal transactions, in which as a consumer is involved, in the amount of 5 % above the base lending rate. The hotel reserves the right to charge interest.

8. In justified cases, for example if the customer is in arrears, with the payment, the hotel 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.

9. The hotel is entitled to request a reasonable advance payment or provision of security within the meaning of Number 5 above from the customer at the beginning of and during the stay for existing and future claims from the contract insofar as such was not already paid according to the contract.

10. In the event of a justified case of the customer, the payment can only be taken into account according to the hotel if these are received by the hotel at least 14 days before arrival. A confirmation of receipt of the payments is not sent to the customer by the hotel, therefore the deposit slips of the bank are to be stored as confirmation by the customer. Payment by bank transfer is no longer possible in case of reservations at short notice (these include all reservations 3 to 14 days before arrival).

11. If the hotel does not receive the deposit slips of the bank, the hotel reserves the right to charge interest to the customer.

IV. Cancellation of the contract

1. A cancellation by the customer of the contract concluded with the hotel requires the written consent of the hotel. If this consent is not granted then the agreed price from the contract is also due. The hotel shall not apply profit with the breach of the hotel’s obligation to show consideration for rights, legal interests and other interests of the customer if an adherence to the contract is no longer deemed reasonable for the customer or if the hotel is under contradiction of cancellation.

2. Insofar as a date is agreed upon in writing between the hotel and the customer for the free cancellation of the contract, the customer can cancel the contract until this date without any prejudice to any claims for payment or compensation of the hotel. The customer’s right of cancellation shall lapse if he does not exercise his right to cancelation in writing towards the hotel by the agreed date. An insurance in which there is no case of cancellation of the customer pursuant to Subclause IV. No. 3 Sentence 3.

3. In case of rooms which are not used by the customer the hotel must offset the income or charges for other services of the hotel. This shall also apply if the rooms are not otherwise rented. The hotel can request the contractually agreed remuneration and deduct a flat rate for saved expenses of the hotel. In this case the customer undertakes to pay at least 60 % of the contractually agreed price for rooms with or without breakfast, 50 % for half-board and 40 % for half-board arrangements. The customer is at liberty to prove that the afore-mentioned claim was not incurred or was reduced.

V. Vandalism of the hotel

1. Insofar as agreed in writing that the customer can cancel the contract free of charge within a certain deadline, the hotel is in its part entitled to cancel the contract during this period of time in case of enquiries from other customers for the contractually booked rooms and the customer does not waive his right to cancellation following an enquiry from the hotel.

2. If an advance payment or provision of security as agreed or requested according to Subclause III. No. 5 and/or 6 is not provided within a reasonable time the hotel is entitled to cancel the contract.

3. The hotel is further entitled to terminate the contract extraordinarily for a factually justified claim of the customer.

4. The hotel has justified reason to assume that the use of the hotel service can endanger the smooth business operation, the safety or the reputation of the hotel in public without this being attributed to the field of control of the hotel. In this case the hotel is entitled to cancel the contract.

5. There is a breach of the afore-mentioned Subclause I No. 2.

6. The contract is not entitled to any damages in case of a justified cancellation of the hotel.

VI. Provision, hand-over and return of the rooms

1. The customer does not acquire any entitlement to the provision of certain rooms.

2. Booked rooms shall be available to the customer from 3.30 pm of the agreed day of arrival. The customer has no entitlement for the rooms to be available earlier.

3. On the agreed day of departure the rooms are to be cleared and made available to the hotel by no later than 11.00 am. After this time the hotel can charge 50 % of the full accommodation price (list price) for the service which exceeds the contract until 6.00 pm, from 6.00 pm 100 % of the accommodation price, owing to the late clearance. Contractual claims of the customer are not established here. He is at liberty to prove that the hotel did not suffer any or a substantially less claim for fees for use.

VII. Liability of the hotel

1. The hotel shall be liable for its obligations from the contract with the due care and attention of a merchant. Claims of the customer for damages are excluded. Excluded from this are damages from the injury to life, the body or the health if the hotel was responsible for the breach of duty of care. This also applies if the customer has been advised of the possibility of damages which are due to a wilful or negligent breach of duties of the hotel 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 the hotel. Should interferences or defects arise to the services of the hotel, the hotel shall make every effort to remedy these when it gains knowledge thereof or following the immediate ascertainment of the customer. The customer undertakes to make every reasonable contribution to remedying the interference and to minimising possible damages. The customer must examine facilities, appliances and vehicles upon entry before use.

2. The hotel can ask the hotel customer for any damages as place of jurisdiction. In case of interpretation problems, discrepancies due to language or contradictions with contents between the foreign and German version.

3. In case of damage to the complex, the affixing of decoration materials or other objects is to be coordinated with the hotel in advance. The costs for security measures which have become necessary through an event of the customer, can be charged to the customer of the event. The hotel does not need to justify the necessity of the security measures towards the customer. The justified reason to order the corresponding security measures is sufficient.

4. In order to prevent damages to the complex, the affixing of decoration materials or other objects is to be coordinated with the hotel in advance. The customer assumes the warranty that in particular decoration materials meet the fire prevention requirements. In case of doubt the hotel can request the submission of a confirmation of the responsible fire prevention authority.

5. Final provisions

1. The right is reserved to correct mistakes and printing and calculation errors. Tickets shall only and exclusively be issued to overnight guests in the hotel. The main entrance of the Europa-Park is available to accompanying persons (relatives, grandparents, etc.) and day visitors.

2. Agreement and commitments, amendments will be accepted according to the hotel. Any amendments or addendums to the contract, the acceptance of the application or these General Business Terms for the hotel admission must be made in writing. Unilateral amendments or addendums by the customer are invalid.

3. The place of performance and payment is the registered seat of the hotel.

4. Exclusive place of jurisdiction – also for cheque and bill of exchange disputes – in commercial transactions is the registered seat of the hotel under company law company. Insofar as one contractual partner is of the pre-requisites of § 38 Par. 2 BGB (ratification) and has no general place of jurisdiction in the domestic country, the registered seat of the hotel company under company law applies as place of jurisdiction.

5. German law applies. The application of the UN Convention on the International Sale of Goods and the law of conflicts are excluded.

6. Should individual provisions of these General Business Terms for the hotel admission contract become or be held by a court of law or a commercial court for invalid or null and void, the remaining provisions shall have no effect on the validity of the other provisions. Incidentally the statutory regulations shall apply.

8. In case of interpretation problems, discrepancies due to language or contradictions with contents between the foreign and German version.