



I. Scope

1. These Business terms and conditions apply to the rental of a reserved tent or pitch at the Europa-Park Camp Resort (Rheinweg 5, D-77977 Rust, Germany) as well as the use of the communal facilities (e.g. washing facilities) provided at the Europa-Park Camp Resort.

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. The camping contract for the period of time and the number of persons stated in the booking confirmation only comes into effect through this booking confirmation.

2. Only a maximum of three nights for a maximum of six persons can be booked online. Bookings for longer periods must be made by telephone.

3. The contractual partners are Europa-Park Resort and the camping guest. If a third party has booked for the camping guest then said third party shall be liable towards Europa-Park Resort as joint and several debtors together with the camping guest for all obligations from the camping contract insofar as a corresponding declaration of the third party has been submitted to Europa-Park Resort.

4. Youth under the age of 18 are only permitted to stay in the resort when accompanied by a legal guardian or an adult who has been assigned the parental rights and duties and the responsibility by the legal guardians. The submission of a corresponding written document of the legal guardians is necessary in this case.

III. Services, prices, payment, offsetting

1. Europa-Park Resort is obliged to keep the pitches reserved by the camping guest available 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 is obliged to pay the agreed or applicable prices of Europa-Park Resort for the provision of the pitches and the other services used by the camping guest. 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 agreement to a subsequent reduction in the number of booked pitches, any other services provided by Europa-Park Resort or the length of stay of the camping guest requested by the camping guest dependent on an increase in the price for the pitches and/or for the other services provided by Europa-Park Resort.

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 9 % 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).

13. Requests for pitches will be fulfilled as far as possible. However, there is no entitlement to a specific pitch. In particular, Europa-Park Resort reserves the right to allocate the camping guest another pitch within the respective category. This also applies in cases where the camping guest has explicitly requested a specific pitch within the context of online bookings. The camping guest may not change the allocated pitch without the express permission of Europa-Park Resort.

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 pitches that are not used by the camping guest, Europa-Park Resort must credit the income from other rentals as well as the saved expenses. If the pitches are not rented to another party, Europa-Park Resort can demand the contractually agreed payment and make a lump-sum deduction 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 afore-mentioned claim was not incurred or not in the requested amount.

V. Cancellation of Europa-Park Resort

1. If it has been agreed in writing that the camping guest can withdraw from the contract free of charge within a certain period of time, Europa-Park Resort is entitled to withdraw from the contract during this period if there are enquiries from other customers/camping guests about the contractually booked pitches and the camping guest does not waive their right to withdraw upon enquiry by 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

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

- Pitches are booked with misleading or false information about essential facts, e.g. the person of the camping guest or the purpose of his or her stay;

- 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;

In the event of a cancellation due to force majeure, the camping guest shall have no claim for damages against Europa-Park Resort. A rebooking of the date is possible subject to availability.

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

1. Booked pitches are available to the camping guest from 12:00 noon on the agreed day of arrival. There is no claim to an earlier provision.

2. On the agreed day of departure, the pitches must be vacated and made available to Europa-Park Resort by no later than 11:00 am. After this time, Europa-Park Camp Resort is entitled to charge 50% of the full list price for use exceeding the contractually agreed time until 6:00 pm, and 100% from 6:00 pm onwards. 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. If a parking space is required for accommodation units brought along by the camping guest before the booked pitch is occupied or on the day of departure after 11:00 am, a parking space in the waiting zone can be booked for a fee - insofar as the capacities of Europa-Park Resort allow this. The camping guest must ensure that the fee for this is paid at reception before departure in accordance with the valid price list.

3. 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.

4. Day visitors of the camping guest(s) are to be registered at reception in good time before entering the campsite. The camping guest(s) shall ensure that all fees according to the valid price list are paid at reception before departure.

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 willful or grossly negligent breach of duty of Europa-Park Resort, and damages which are due to a willful 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. For their own safety, camping guests should always carry valuables with them. Europa-Park Resort strongly advises camping guests to lock the accommodation units (caravan, motor home, tent) they bring with them. Europa-Park Resort accepts no liability for lost or stolen objects/valuables.

3. 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

1. 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.

2. The erection of additional pavilions or tents on the booked pitch is subject to a fee and must be registered with Europa-Park Resort reception. The camping guest must ensure that the fees according to the valid price list are paid at reception before departure.

3. Dogs are generally welcome at the Europa-Park Resort campsite, with the exception of fighting dogs and dogs classified as dangerous. An additional fee is payable. Dogs must therefore be registered and paid for at reception before entering the campsite. Camping guests must note that leads are compulsory throughout the campsite.

4. It is not possible to enter or leave the campsite by car between 11:00 pm and 7:00 am.

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.

9. Reservations at the campsite do not count as overnight stays in the „Hotel Friend“ loyalty programme operated by Europa-Park Resort.

10. Camping guests must take note of the posted site regulations and adhere to them at all times during their stay.