



General Business Terms of Europa-Park GmbH & Co - Hotelbetriebe KG for the Europa-Park Resort camping contract (last updated: 06/2022)

I. Scope

1. These Business Terms and Conditions apply to the rental of a reserved camping pitch at the Europa-Park Camp Resort (Rheinweg 5, D-77977 Rust, Germany) and the use of the communal facilities (e.g. washing facilities) provided at the Europa-Park Camp Resort.

2. Any General Business Terms of the camper shall only apply if their applicability has been explicitly agreed in writing in advance.

II. Conclusion of the contract, contracting parties, statute of limitations

1. The contract shall come into effect when the Europa-Park Camp Resort accepts the camper's request for a pitch. The camping contract for the period and the number of persons stated in the booking confirmation shall only come into effect with this booking confirmation.

2. A maximum of five nights for no more than six persons can be booked online. Bookings for longer periods must be made by telephone.

3. The contracting parties are Europa-Park Resort and the camper. If a third party has booked for the camper, then said third party and the camper shall be liable vis-a-vis Europa-Park Resort as joint and several debtors for all obligations from the camping contract if a declaration to that effect has been submitted by the third party to Europa-Park Resort.

4. Minors (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 by the legal guardians of a written document to that effect shall be necessary in this case.

III. Services, prices, payment, offsetting

1. Europa-Park Resort shall ensure that the pitches reserved by the camper are available and provide the agreed services. The services agreed as per contract can be taken from the advertisement in the brochure and the relevant details in the reservation confirmation.

2. The camper shall pay the agreed or applicable prices of Europa-Park Resort for the provision of the pitches and the other services used by the camper. This shall also apply to services arranged for by the camper and expenses payable by Europa-Park Resort to third parties. The agreed prices include the applicable rate of value added tax and any visitor's tax which may be due.

3. Europa-Park Resort can make its agreement to any retrospective reduction in the number of booked pitches, any other services provided by Europa-Park Resort or the length of stay requested by the camper subject to 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 shall be payable without deduction within 10 days of receipt thereof. Europa-Park Resort can require the camper to pay any due claims at any time. In the event of default in payment, Europa-Park Resort shall be entitled to require payment of the 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 that it has sustained a higher amount of damage.

5. Europa-Park Resort shall be 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 camper 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 the case of advance payments or provisions of security for package holidays. In the event that a credit card is provided as guarantee, Europa-Park Resort shall merely verify the coverage of its costs. No charges will be debited by Europa-Park Resort in advance. Payment by cash on site is also possible.

6. In justified cases, for example if the camper should be in arrears with payment, Europa-Park Resort shall also be entitled, also after conclusion of the contract until the commencement of the stay, to require 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 as agreed in the contract up to the full agreed remuneration.

7. Europa-Park Resort shall further be entitled to request a reasonable advance payment or provision of security within the meaning of Number 5 above from the camper at the beginning of and during the stay for existing and future claims from the contract, if such an advance payment or security has not previously been forthcoming pursuant to Numbers 5 and/or 6 above.

8. The camper can offset a claim of its own against a claim of Europa-Park Resort or reduce the payment or exercise a right of retention only if it has an undisputed or final and binding claim against a claim of Europa-Park Resort.

9. If the period between conclusion of the contract and provision of the service exceeds four months, Europa-Park Resort reserves the right also to change its prices without prior announcement.

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

11. All prices and price agreements shall be in euro. Where foreign currencies are mentioned, this shall merely serve the purpose of offering binding guidance based on the exchange rate at the time of publication.

12. In the case of bank transfers the camper must state his or her reservation number and name (identical with the name on the reservation confirmation). Incoming payments can only be considered by Europa-Park Resort if these are received at least 14 days before arrival. Europa-Park Resort will not send confirmation of receipt of payment to the camper, so bank deposit slips should therefore be kept as confirmation by the camper. Payment by bank transfer is not possible in the case of reservations made at short notice (these include all reservations made from one to 14 days before arrival).

13. Requests for pitches will be met where possible. However, the camper shall have no entitlement to a specific pitch. Europa-Park Resort especially reserves the right to allocate to the camper another pitch within the requested category. This shall also apply in cases where the camper has explicitly requested a specific pitch in the context of online bookings. The camper may not change the allocated pitch without the express permission of Europa-Park Resort.

IV. Cancellation by the camper/non-use of services by the camper

1. Cancellation by the camper of the contract concluded with Europa-Park Resort shall require the written consent of Europa-Park Resort. If this consent is not granted, the price agreed in the contract shall be payable even if the camper does not use the contractual services. This shall not apply in the event of breaches of Europa-Park Resort's obligation to show consideration for the rights, legal interests and other interests of the camper in cases where the camper can no longer reasonably be expected to adhere to the contract or the camper is entitled to some other statutory or contractual right of cancellation.

2. Where a date has been agreed in writing between Europa-Park Resort and the camper for the free cancellation of the contract, the camper can cancel the contract until this date without triggering any claims for payment or compensation on the part of Europa-Park Resort. The camper's right of cancellation shall lapse if he or she does not exercise his or her right to cancellation in writing towards Europa-Park Resort by the agreed date, unless the camper has cancelled a reservation for the reasons set out in Subclause IV. (1) (3).

3. Should the camper not make use of his or her previously booked pitch or accommodation without informing Europa-Park Resort within any contractually agreed period of free cancellation, the cancellation fee shall be 100% of the contractual price for the overnight accommodation plus one euro per person per night, where this latter sum represents a flat-rate administrative charge. The camper's claim to a pitch shall lapse in this case. As a general rule, no previously paid sums shall be refunded.

4. Should the camper not make use of his or her reserved pitches, Europa-Park Resort shall offset any income from the hire thereof to other parties and any expenses saved thereby against any claim against the camper. If it cannot hire the pitches to other parties in this way, Europa-Park Resort can require payment of the contractually agreed amount less a flat-rate sum for expenses saved. The camper shall have the right to prove that the above mentioned claim is not as high as is claimed by Europa-Park Resort.

V. Cancellation by Europa-Park Resort

1. If it has been agreed in writing that the camper can cancel the contract free of charge within a certain period, Europa-Park Resort shall be entitled to withdraw from the contract during this period if there are enquiries from other customers/campers concerning the contractually booked pitches and the camper does not waive their right of cancellation when approached by Europa-Park Resort.

2. If an advance payment or provision of security as agreed or requested according to Subclause III (5) and/or (6) above is not provided even after the expiry of a reasonable final deadline set by Europa-Park Resort, Europa-Park Resort shall likewise be entitled to withdraw from the contract.

3. Europa-Park Resort shall moreover be entitled to terminate the contract without notice for an objectively justified reason, for example if

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

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

- Europa-Park Resort has justified reason to assume that the use of the contractual services could endanger the smooth running of its business, safety or public reputation of Europa-Park Resort for reasons outside the sphere of influence or the organisation of Europa-Park Resort;

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

VI. Provision, hand-over and return of the overnight accommodation

1. Booked pitches shall be available to the camper from 12 noon on the agreed day of arrival. He or she shall have no claim to earlier availability.

2. On the agreed day of departure, the pitches must be vacated and made available to Europa-Park Resort by no later than 11 am. After this time, Europa-Park Camp Resort shall be entitled to charge 50% of the full list price for all the hours exceeding the contractually agreed period up until 6pm, and 100% for the hours from 6pm onwards. Contractual claims of the camper shall not be established hereby. The camper shall be at liberty to prove that Europa-Park Resort has either no claim or a substantially reduced claim for fees for use. If space is required for accommodation units brought along by the camper before the booked pitch is occupied or on the day of departure after 11 am, space in the waiting zone can be booked for a fee - subject to sufficient capacity on the part of Europa-Park Resort. The camper must ensure that the fee for this space in accordance with the valid price list is paid at reception before departure.

3. The site allocated to the campers including sleeping places may be used by no more than the number of persons who are registered. The sub-letting or further rental of the sleeping places provided shall require the prior written consent of Europa-Park Resort, where Section 540 (1) (2) BGB [German Civil Code] is excluded insofar as the camper is not a consumer.

4. The camper is obliged to report to reception before occupying a space (this applies in particular to pitches for tents).

5. Day visitors for the camper(s) must be registered at reception in good time before entering the campsite. The camper(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 observe and be liable for its obligations from the contract with the due care of a prudent merchant. Claims for damages on the part of the camper shall be excluded. Exempted from this exclusion are claims arising from damage due to injury to life, limb or health, where Europa-Park Resort was responsible for the breach of duty which led to the injury, other damage due to a wilful or grossly negligent breach of duty on the part of Europa-Park Resort, and damage due to a wilful or negligent breach by Europa-Park Resort typical of this kind of contract. A breach of duty by a legal representative or vicarious agent shall be deemed equivalent to a breach of duty by Europa-Park Resort. Should disruption or defects affect the services of Europa-Park Resort, Europa-Park Resort shall make every effort to remedy these when they come to its attention or in response to a prompt complaint by the camper. The camper undertakes to make every reasonable contribution to remedying the disruption and minimising possible damage. The camper must examine leisure facilities, equipment and vehicles before use.

2. For their own safety, campers should always carry valuables with them. Europa-Park Resort strongly advises campers to lock any accommodation units (caravans, motor homes, tents) they bring with them. Europa-Park Resort accepts no liability for lost or stolen objects/valuables.

3. Where Europa-Park Resort procures external services, technical or other equipment from third parties for the camper, it will be acting on behalf of and on the account of the camper, who shall be liable for the careful handling and proper return of the equipment and indemnify Europa-Park Resort against all claims of third parties arising from the provision of the equipment in question.

VIII. Termination

Europa-Park Resort shall be entitled to terminate the contract without notice for cause. Cause shall exist in particular if the camper's conduct represents an ongoing breach of the binding campsite regulations or if he or she endangers other campers, causes lasting disruption 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 camper shall not be entitled to a refund of the rental price.

IX. Special instructions

1. In order to prevent damage to the site, the affixing of decorative materials or other objects shall be subject to prior consultation with Europa-Park Resort. The camper shall warrant that, in particular, decorative materials meet the fire prevention requirements. In cases of doubt, Europa-Park Resort can request the submission of a confirmation of the competent fire prevention authority.

2. The erection of additional pavilions or tents on the booked pitch shall be subject to a fee and must be registered with the Europa-Park Resort reception. The camper 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. Campers should note that dogs must be kept on leads throughout the campsite.

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

5. In times of pandemics or other special situations, you must comply with applicable legal and official regulations, such as the obligation to wear a mask or social distancing rules. If you do not comply with these regulations communicated by us or our employees, we reserve the right to assert our house rules.

There is also no claim to compensation on the part of persons who cannot use Europa-Park Camping despite having a valid reservation, because they do not personally meet a legal or official requirement, e.g., the required vaccination status.

X. Final provisions

1. Europa-Park Resort reserves the right 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. Accompanying persons (relatives, grandparents, etc.) and day visitors may use the main entrance to Europa-Park.

3. Amendments or addenda to the contract, acceptance of the application and these General Business Terms for the camping contract require the written form. Unilateral amendments or addenda undertaken by the camper shall be invalid.

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

5. Under company law, the exclusive place of jurisdiction - also for disputes relating to cheques and bills of exchange - in commercial transactions is the registered office of Europa-Park Resort. Where one contracting party satisfies the pre-requisites of Section 38 (2) ZPO [Code of Civil Procedure] and has no general place of jurisdiction in Germany, the registered office of Europa-Park Resort under company law shall apply as the 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 conflict of laws 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. The statutory regulations shall apply in all other cases.

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

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

10. Campers must take note of the site regulations on display and adhere to them at all times during their stay.