



General Business Terms of Europa-Park GmbH & Co – Hotelbetriebe KG for the hotel admission contract – Europa-Park Resort (Status: 06 / 2022)

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: accommodation, guest admission, hotel, hotel room contract.
2. The subletting or further rental of the provided rooms as well as their use for other than accommodation purposes require the prior written consent of the hotel whereby § 540 Par. 1 Sentence 2 BGB [German Civil Code] is excluded insofar as the customer is not a consumer.
3. General Business Terms of the customer shall only apply if this was explicitly agreed in writing in advance.

II. Conclusion 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 then said third party shall be liable towards the hotel as joint and several debtors 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 irrespective of knowledge in five years. The reductions in the statute-of-limitations shall not apply in 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 the 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 can make its consent to a subsequent reduction in the number of booked rooms, the service of the hotel or the duration of the customer's stay, requested by the customer, dependent on the fact that the price for the rooms and/or for the other services of the hotel is increased.
4. Invoices of the hotel without a due date are payable without deduction within ten days from receipt of the invoice. The hotel 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 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. The hotel reserves the right to prove higher damages.
5. 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. 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 the hotel shall merely examine the coverage of costs. No charges will be debited by the hotel in advance. 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 Numbers 5 and/or 6 above.
8. The customer can only offset, reduce or exercise a right of retention with an undisputed or final and binding claim against a claim of the hotel.
9. If the period of time between conclusion of the contract and provision of the service exceeds four months then the hotel 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 customer 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 the hotel if these are received by it 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 1 to 14 days before arrival).

IV. Cancellation of the customer/non-use of the services of the hotel

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 to be paid if the customer does not use contractual services. This shall not apply 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 he is entitled to any other statutory or contractual right of cancellation.
2. Insofar as a date was 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 initiating 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 cancellation in writing towards the hotel by the agreed date insofar as there is no case of the cancellation of the customer pursuant to Subclause IV. No. 1 Sentence 3.
3. In case of rooms which are not used by the customer the hotel must offset the income from another rental of these rooms as well as the saved expenses. 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 80 % of the contractually agreed price for overnight stays with or without breakfast, 70 % for half-board and 60 % for full-board arrangements. The customer is at liberty to prove that the afore-mentioned claim was not incurred or not in the requested amount.

V. Cancellation 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 on 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. Numbers 5 and/or 6 above is not provided even after the expiry of a reasonable final deadline set by the hotel then the hotel is also entitled to cancel the contract.

3. The hotel 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 the hotel render the satisfaction of the contract impossible;
 - rooms are booked under misleading or false statement of essential facts, for example the person of the customer or the purpose of his stay;
 - 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 or organisation of the hotel;
 - there is a breach of the afore-mentioned Subclause I No. 2.
4. The customer 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 use 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 hereby. 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 an ordinary 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, other damages which are due to a wilful or grossly negligent breach of duty of the hotel and 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 complaint of the customer. The customer undertakes to make every reasonable contribution to remedying the interference and to minimising possible damages. The customer must examine leisure facilities, appliances and vehicles before use.
2. Liability is assumed towards the customer for contributed objects according to the statutory provisions of the BGB. The liability of the hotel is excluded if the room or the containers in which the guest leaves objects is not locked. Customers are requested to hand over valuables to the reception; money is to be openly deposited against a receipt.
3. No contract for safekeeping is concluded insofar as a parking space is made available to the customer in the hotel garage or on a hotel car park, also against payment of a charge. The hotel shall not assume liability if motor vehicles parked or moved on the hotel property are stolen or damaged nor for their contents, except in case of wilful intent or gross negligence. No. 1 Sentences 2 to 4 above shall apply accordingly.
4. Insofar as the hotel procures external services, technical or other equipment from third parties for the customer it acts on behalf of and for the account of the customer. He shall be liable for the careful handling and proper return of the equipment and shall indemnify the hotel from all claims of third parties from the provision of the respective equipment.

VIII. Special instructions

1. The customer may not bring food and drinks to events taking place within the hotel. A written agreement can be reached in this respect in special cases. A service charge is made in these cases.
2. Newspaper advertisements placed by the customer, which relate to an event planned by the customer within the hotel, the invitation to job interviews or sales events within the hotel as well as comparable measures require the prior written consent of the hotel. If this consent has not been granted and if the interests of the hotel are substantially impaired by the respective newspaper advertisement or measure then the hotel is entitled to cancel the event. 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.
3. 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.
4. 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. Furthermore, no claim for compensation can be made by persons who cannot use the Europa-Park hotels despite a valid reservation because they personally do not fulfil a legal or official requirement (e.g. the required vaccination status).

IX. 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 overnight guests in the hotel. The main entrance of the Europa-Park 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 hotel admission must be made in writing. Unilateral amendments or addendums by the customer are invalid.
4. The place of performance and payment is the registered seat of the hotel.
5. 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. Insofar as one contractual partner satisfies the prerequisites of § 38 Par. 2 ZPO [Code of Civil Procedure] and has no general place of jurisdiction in the domestic country, the registered seat of the hotel under company law applies as place of jurisdiction.
6. German law applies. 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 for the hotel admission contract 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.