



## General Business Terms and Conditions of Europa-Park GmbH & Co – Hotelbetriebe KG for the hotel accommodation agreement – Europa-Park Resort (Status: 09/2022)

### I. Scope

1. These business terms and conditions apply to the rental of hotel rooms for accommodation in a Europa-Park Resort hotel and all other services and deliveries provided by the hotel to the customer in this context (hotel accommodation agreement). The term ‘hotel accommodation agreement’ 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. If the rental is part of a package travel agreement, the provisions of package travel law (sections 651a et seq. of the German Civil Code, BGB) take precedence over any conflicting provisions in these terms and conditions.

4. General Business Terms and Conditions 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 presentation and promotion of the hotel room on our website is not a binding offer to conclude a hotel accommodation agreement.

2. In the event of an online purchase, you may first place our hotel rooms and additional offers in the shopping basket on a non-binding basis and, at any time before placing a binding order, you may correct your entry by using the correction tools provided and illustrated for this purpose in the order process.

You may place a binding order after entering the necessary personal data. To do this, you must register with us.

By submitting a booking through our website and clicking the ‘Book and pay’ button, you are placing a legally binding order whereby you are making us an offer to conclude a hotel accommodation agreement and, depending on the extras selected, a purchase agreement.

We will email you immediately to confirm receipt of the booking you have submitted through our website. This email constitutes a binding acceptance of the booking unless it contains an explicit rejection of the booking.

If it is not possible to deliver the extras you have ordered, such as tickets, for example because the event in question is sold out, we will not confirm acceptance of the order. No contract is established in such cases. We will inform you of this immediately and refund any payments already received without delay.

3. In the event of a telephone booking, you must provide us with the necessary details and your desired dates. The booking will not be created until the email confirmation is sent.

4. The parties to the agreement are the hotel and the customer. If a third party has placed the order on the customer’s behalf, that third party is liable to the hotel, jointly with the customer, for all obligations arising from the hotel accommodation agreement if the hotel is in possession of a corresponding declaration by the third party.

5. All claims against the hotel are subject to a limitation period of one year from the start of the statutory limitation period, with the exception of claims for travel defects in cases of package holidays, which are subject to a limitation period of two years starting from

the end of the package holiday. Claims for damages are subject to a limitation period of five years, regardless of knowledge of them. Reduction of the statute of limitations does not apply to claims that are based on an intentional or grossly negligent breach of duty by 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 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 hotel reserves the right to discontinue providing certain minor partial services, such as a pool or sauna, without notice where there is good cause, such as sharply increased heating costs. This does not entitle the customer to any compensation.

3. 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.

4. 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.

5. Upon concluding a contract with the customer, the hotel is entitled to demand an appropriate advance payment or security guarantee in the form of a credit card guarantee, a deposit, or similar. The amount of the advance payment and the payment dates may be agreed in writing in the contract. If a deposit or security bond has been paid for a package holiday, statutory provisions remain unaffected. If a credit card is provided solely as guarantee, the hotel will only verify that costs can be covered by the card. The hotel will not debit the card in advance. It is therefore also still possible to pay in cash at the hotel.

6. 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.

7. 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.

8. 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.

9. 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.

10. If the applicable rate of value added tax changes after con-



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clusion 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. Changes to services

The hotel reserves the right to make price changes according to the following criteria.

1. If the time between the conclusion of the agreement and the provision of the service exceeds four months, the hotel reserves the right to make price changes according to the following criteria without prior notice. If one or more of the relevant cost items, such as personnel, energy, fuel, taxes, or duties, increases after the conclusion of the agreement and the hotel can expect, after exercising due consideration, that the increase (additional costs) will remain effective at the time of provision of the service and will not be reduced by the same amount due to other circumstances, the user is entitled to implement a unilateral price increase by the amount of the additional costs if the increase does not exceed 8% of the agreed price. If the originally agreed price is increased by more than 8%, the customer is entitled to withdraw from the agreement. The hotel may require the customer either to accept the change to the agreement or to expressly withdraw from the agreement within a time frame to be determined by the hotel. If the calculated prices decrease significantly, the price reduction will be passed on to the customer.

2. For package holidays, the hotel may increase the tour price unilaterally up to 20 days before arrival only if the increase in the tour price is a direct result, after the conclusion of the agreement, of

- a) an increase in the price of transporting people due to increased costs of fuel or other energy sources,
- b) increased taxes and other duties for agreed travel services such as tourist taxes or port or airport fees, or
- c) a change in the exchange rates applicable to the package holiday in question.

If one or more of the cost items mentioned in sentence 2 a) to c) increases after the conclusion of the agreement and the hotel can expect, after exercising due consideration, that the increase (additional costs) will remain effective at the time of provision of the service and will not be reduced by the same amount due to other circumstances, the user is entitled to implement a unilateral price increase by the amount of the additional costs if the increase does not exceed 8% of the tour price.

Conversely, if one of the cost items mentioned in sentence 2 a) to c) decreases after the conclusion of the agreement and this leads to lower costs for the hotel, the traveller may request a reduction of the tour price. If the agreed tour price is increased by more than 8%, the user will offer the traveller an equivalent price increase and require the traveller either to accept the price increase offer or to

expressly withdraw from the agreement within a reasonable time frame to be determined by the user.

### V. 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. For package holidays, travellers may cancel the agreement at any time prior to the beginning of the trip. The fair compensation for the hotel is based on section V. No. 3.

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 section V. 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.

### VI. 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.



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4. Moreover, the hotel is entitled to withdraw from the agreement on an extraordinary basis if the provision of the contractual service is grossly disproportionate to the payment. This may be caused, for example, by a sharp increase in energy prices.

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

### VII. 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 3:30pm 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 11:00am. After this time the hotel can charge 50 % of the full accommodation price (list price) for the use which exceeds the contract until 6:00pm, from 6:00pm 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.

### VIII. 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.

### IX. 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).

### X. Final provisions

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

2. Access to the Europa-Park via the hotel entrance is available only to guests who are staying overnight and in possession of a valid entry ticket. Accompanying persons (relatives, grandparents etc.) and one-day visitors may only use the main entrance to the Europa-Park.

3. Amendments or addendums to the contract, the acceptance of the application or these General Business Terms and Conditions for the hotel accommodation agreement 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 and Conditions for the hotel accommodation agreement 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.



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

