



General Terms and Conditions of Europa-Park GmbH & Co – Hotelbetriebe KG for the Europa-Park Resort Hotel Accommodation Contract (Status: 11/2024)

I. Area of application

1. These General Terms and Conditions apply to the renting of hotel rooms for accommodation in one of the Europa-Park Resort hotels and all other supplies and services provided by the hotel for the guest in this context (hotel accommodation contract). The term 'hotel accommodation contract' comprises and replaces the following terms: accommodation contract, guest accommodation contract, hotel contract, hotel room contract.

2. The sub-letting or re-renting of the provided rooms and their use for purposes other than accommodation requires the prior written consent of Europa-Park Resort: Sec. 540 Para. 1 Sentence 2 German Civil Code (BGB) is excluded insofar as the guest is not a consumer.

3. In cases where the rooms are rented as part of a package travel contract, the regulations of the German laws on package travel (Secs. 651a ff. German Civil Code, [BGB]) take precedence over any conflicting provisions in these General Terms and Conditions.

4. The general terms and conditions of guests only apply if this was expressly agreed to in writing in advance.

II. Conclusion of contract, contracting parties, limitation period

1. The presentation and promotions of the hotel rooms on the website do not constitute a binding offer for the conclusion of a hotel accommodation contract.

2. In the case of online purchases, guests can place hotel rooms and additional offers into their basket on a non-binding basis. They can then correct their entries at any time prior to sending a binding order, using the correction tools which are provided and explained in the order process.

A binding order can only be submitted after entering the required personal details. To do so, the guest must first register.

By clicking the 'Order with obligation to pay' button on the website, the guest submits a legally binding booking, thereby making an offer for the conclusion of a hotel accommodation contract and, depending on the extras selected, a purchase contract.

The hotel confirms the receipt of the booking placed via the website by e-mail, without undue delay. This e-mail constitutes a binding acceptance of the booking, unless it contains an explicit rejection of the booking.

In cases where it is impossible to deliver the extras ordered by the guest, e.g. tickets for an event which is already sold out, the hotel will not declare its acceptance of the order and no contract will be concluded. The hotel will inform the guest of this situation immediately and refund any payments it has already received without undue delay.

3. In the event of telephone bookings, the guest must supply the hotel with the necessary details and the desired dates. The booking is not deemed to have been placed until the confirmation e-mail has been sent.

4. The contracting parties are the hotel and the guest. Where a third party has placed a booking on behalf of the guest, the third party and the guest are liable vis-à-vis the hotel as joint and several debtors for all obligations arising out of the hotel accommodation contract, insofar as the hotel is in possession of a corresponding declaration from the third party.

5. In principle, any and all claims against the hotel become statute-barred one year from the start of the statutory limitation period, with the exception of claims for travel defects in the case of package tours, which become statute-barred two years after the end

of the package tour. Claims for damages become statute-barred in five years, notwithstanding knowledge thereof. The shortening of limitation periods does not apply in the case of claims based on an intentional or grossly negligent breach of duties on the part of the hotel.

6. Young persons under the age of 16 years are only permitted to stay in a hotel if they are accompanied by a parent or guardian or another adult to whom the parent or guardian has transferred parental rights and duties as well as responsibility. A written document from the parent or guardian must be presented in this case.

7. Young persons between 16 and 18 years of age may either stay at a hotel as provided in Subclause 6 above, or without an accompanying adult provided that they can furnish a signed Declaration of consent for minors travelling without one legal guardian together with a copy of their parent or guardian's ID.

8. Parents and accompanying adults are hereby informed that they must fulfil their duty of supervision with care. Supervising adults will be held responsible for any damage caused by those in their care, even if said adults are not present on site on the day of the visit.

III. Services

1. The hotel shall be obliged to ensure the availability of the rooms booked by the guest and to perform the agreed services. The contractually agreed services are specified in the descriptions in the brochure and the details contained in the relevant booking confirmation.

2. The hotel reserves the right to discontinue the provision of individual insignificant partial services, e.g. a swimming pool or sauna, without prior notice for an objective cause such as a steep rise in heating costs. The guest can derive no right to compensation from the above.

3. The guest shall be obliged to pay the agreed and/or applicable prices of the hotel for the provision of the rooms and any other services they use. This also applies to services arranged by the guest and outlays paid by the hotel to third parties. The agreed prices include the currently valid statutory value added tax and any applicable tourist taxes.

4. Should the guest subsequently wish to reduce the number of booked rooms, the services to be provided by the hotel or shorten the length of their stay, the hotel may make its agreement conditional upon an increase in the price for the rooms and/or the other services to be provided by the hotel.

IV. Prices, payment, offsetting

1. In principle, the hotel accepts the following payment methods for bookings: credit card (Mastercard, VISA, AMERICAN EXPRESS, Diners Club, Discover), invoice, PayPal, GooglePay, ApplePay, Postfinance, GiroPay, iDeal and Bancontact. In respect of any booking, the hotel reserves the right not to offer specific payment methods and to refer guests to other options.

2. The booking price for the reservation shall be paid in full at least four days before arrival. Insofar as the guest has not paid the full booking price directly upon completing the booking, but wishes to pay at the hotel reception upon arrival by Chèque Vacances, EC card, voucher, EMOTIONS card or in cash, the number of a valid credit card shall be supplied as a guarantee at the time of booking.

3. If the hotel has not received full payment of the booking price by four days prior to arrival, the booking price will be pre-authorised as a security guarantee to be held on the credit card. Once



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payment is made by an alternative means upon arrival, the pre-authorisation will be cancelled.

4. In cases where an authorised credit card has not been supplied, the hotel reserves the right to cancel the booking if payment has not been received by four days prior to arrival.

5. If the guest makes the booking online within three days prior to arrival, or if a restricted rate is booked, the successful payment of the full booking price is required to conclude the booking process.

6. In the case of telephone bookings made within three days prior to arrival, the guest will receive a temporarily valid guarantee request in the form of an e-mail with a link for the payment of the booking price. The guest will not receive the booking confirmation until the booking price has been paid in full. If the guest fails to pay during this time, the reservation will be cancelled.

7. At the start of and throughout the guest's stay, the hotel is furthermore entitled to demand an appropriate advance payment or security guarantee for existing and future receivables arising from the contract, unless this has already been furnished.

8. The guest may only reduce a claim of the hotel, offset their own claim against it or exercise a right of retention insofar as their own claim is uncontested or has been finally and bindingly established. The guest is also entitled to offset their claims against those of the hotel if they are giving notice of defects or asserting counterclaims arising from the same contract.

9. If the applicable rate of value added tax changes after conclusion of the contract, then the agreed price shall be adjusted accordingly.

10. All stated prices and price agreements are in euros. Insofar as foreign currencies are referred to, this solely serves as a binding guideline on the basis of the exchange rate valid at the time of publication.

11. When making bank transfers, the guest shall state the reservation number and the name (identical with the name on the booking confirmation). Incoming payments can only be taken into account by the hotel if it receives them at least 14 days before arrival. The hotel will not send the guest a confirmation of receipt for payments. The guest must therefore keep hold of the deposit slips from their bank as confirmation. Payment by bank transfer is not possible for reservations at short notice (these include all reservations 1 to 14 days before arrival).

12. A flat-rate processing fee will be charged for group bookings (for 20 or more persons). The amount due will be displayed to the guest in the booking process. This processing fee will be deducted from the invoice or, where applicable, from a cancellation fee.

V. Changes to services

The hotel reserves the right to amend its prices on the basis of the following.

1. If the time between the conclusion of the contract and the provision of the service exceeds four months, the hotel reserves the right to amend prices on the following basis without prior notice. If one or more of the relevant cost items, e.g. personnel, energy, fuel, taxes or charges, increases after conclusion of the contract and, according to the hotel's best judgement, the increase (additional costs) can be expected to remain in place at the time of provision of the service and other circumstances cannot be expected to counterbalance this increase, the hotel is entitled to raise its price unilaterally in an amount equivalent to the additional costs, provided that the increase does not exceed 8% of the agreed price.

If the originally agreed price increases by more than 8%, the guest is entitled to rescind the contract. The hotel may require the guest to either accept the alteration of the contract or declare their rescission within a time frame to be determined by the hotel. To the extent that there is a significant decrease in the calculated prices, the price reduction will be passed on to the guest.

2. In the case of package tours, the hotel may increase the price of the package unilaterally up to 20 days before arrival, provided that the increase results directly from the occurrence of any of the following after conclusion of the contract

- a) an increase in the price for the carriage of passengers due to higher costs for fuel or other energy sources,
- b) an increase in taxes and other charges for agreed travel services such as tourist taxes, harbour dues or airport charges, or
- c) a change in the exchange rates applicable to the package concerned.

If one or more of the cost items mentioned in Sentence 2 a) to c) increases after the conclusion of the contract and, according to the hotel's best judgement, the increase (additional costs) can be expected to remain in place at the time of provision of the service and other circumstances cannot be expected to counterbalance this increase, the hotel is entitled to raise its price unilaterally in an amount equivalent to the additional costs, provided that the increase does not exceed 8% of the agreed price of the package.

If, on the other hand, one of the cost items named in Sentence 2 a) to c) decreases after conclusion of the contract and prior to the start of the package, and this results in a reduction of the hotel's costs, the guest is permitted to request a reduction in the price of the package. If the originally agreed price increases by more than 8%, the hotel may propose a corresponding price increase to the guest and demand that they either accept the proposal or declare their rescission of the contract within an appropriate time frame to be determined by the hotel.

VI. Rescission by the guest/non-utilisation of hotel services

1. The guest may only rescind the contract concluded with the hotel with the latter's written consent. If such consent is not given, then the contractually agreed price must be paid, even if the guest does not make use of contractual services. This does not apply if the hotel has breached its duty to show consideration for rights, legal interests and other interests of the guest if, in consequence thereof, it is unreasonable for the guest to be held to the contract or the guest is entitled to any other statutory or contractual right of rescission. Package tour travellers may rescind the contract at any time prior to the start of the package. Europa-Park Resort shall be appropriately compensated on the basis of Clause VI. No. 3.

2. Insofar as a date has been agreed in writing between the hotel and the guest, up to which time rescission of the contract will be free of charge, the guest can rescind the contract up to this date without giving rise to payment or damages claims of the hotel. The guest's right of rescission will lapse if it is not exercised in writing vis-à-vis the hotel by the agreed date, except in the case of rescission by the guest pursuant to Clause VI. No. 1 Sentence 3.

3. Where rooms are not used by the guest, the hotel shall offset the income from the renting of these rooms to other parties well as the saved expenses. If the rooms are not rented to other parties, the hotel may demand the contractually agreed remuneration and make a flat-rate deduction for saved expenses. In such case, the guest shall be obliged to pay at least 80% of the contractually agreed price for overnight stays with or without breakfast, 70% for



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half-board and 60% for full-board. The guest is at liberty to prove that the aforementioned claim did not arise or that it does not correspond to the amount demanded.

4. In respect of group bookings, 50% of the accommodation fee will be charged in the event of rescission without consent from the 28th day before arrival and 80% thereof will be charged from the second day before arrival. Individual cancellations are possible up to three days before the arrival date. The hotel will charge a cancellation fee of 80% of the room price for rescissions after this date. Guests can take out their own travel cancellation insurance policies as an additional safeguard.

5. The following cancellation and rebooking conditions apply in the case of bookings at restricted rates:

5.1 A flat-rate processing fee in the amount of €50.00 for each rebooking, reduction of stay or cancellation will be charged up to 29 days before arrival.

5.2 From the 28th day before arrival, rebookings are no longer possible and cancellations will be subject to a charge of 50% of the price per night for the first night. Tickets and other add-ons can generally be cancelled without charge.

5.3 As of the second day before arrival, 80% of the price per night for the first night will be charged for cancellations. 80% of the costs of cancelled tickets and other add-ons will be charged.

VII. Rescission by the hotel

1. Insofar as it has been agreed in writing that the guest can rescind the contract free of charge within a certain period, the hotel is also entitled to rescind the contract during this period, if it has received enquiries from other guests concerning the contractually booked rooms and the guest does not agree to relinquish their right of rescission upon inquiry by the hotel.

2. The hotel is further entitled to extraordinary rescission of the contract for an objectively justified cause, if, for example

- force majeure or other circumstances beyond the control of the hotel render the performance of the contract impossible;
- rooms are booked on the basis of misleading or false statements, e.g. the identity of the guest or the purpose of the stay;
- The hotel has reasonable grounds to assume that the use of the contractual services may compromise the smooth operation or jeopardise the safety or public image of the hotel and the cause does not lie within the latter's sphere of control or organisational remit.
- there is a breach of Clause I No. 2 above.

3. The hotel is furthermore entitled to the extraordinary rescission of the contract insofar as the costs of providing the contractual service are grossly disproportionate to the remuneration. This may be caused, for example, by a sharp increase in energy prices.

4. The guest can derive no right to compensation from a justified rescission by the hotel.

VIII. Provision, hand-over and return of rooms

1. The guest is not entitled to the provision of specific rooms.

2. Booked rooms will be available to the guest from 3.30pm on the agreed day of arrival. The guest has no right to earlier availability of the rooms.

3. On the agreed day of departure, the rooms are to be vacated and available to the hotel by no later than 11am. If a room is vacated after 11am, the hotel may charge 50% of the full accommodation price (list price) for use beyond the contractually agreed

scope up to 6pm; if a room is vacated after 6pm, it may charge 100% of the full accommodation price. This does not give rise to contractual claims of the guest. The guest is at liberty to prove that the hotel has no claim to charges for use or that its claim is substantially lower.

IX. Liability of the hotel

1. The hotel shall be liable for its obligations under the contract with the diligence of a prudent businessman. Damages claims of the guest are excluded. This excludes damages arising from loss of life, personal injury or health impairment where the hotel is responsible for the breach of duty, other damage based on an intentional or grossly negligent breach of duty on the part of the hotel and damage based on an intentional or negligent breach by the hotel of duties typical for the contract. A breach of duty by a legal representative or a vicarious agent of the hotel is deemed equivalent to a breach of duty by the hotel itself. In the event of disruptions to or defects in the services of the hotel, the hotel shall make every effort to remedy the situation upon gaining knowledge thereof or following prompt notice of defects by the guest.

The guest shall be obliged to make every reasonable effort to remedy the problem and minimise possible damage. The guest must examine leisure facilities, appliances and vehicles before use.

2. The hotel is liable to the guest for items they have brought in in accordance with the statutory provisions of the German Civil Code (BGB). The liability of the hotel is excluded if the room or receptacles in which the guest has left items are left unlocked. Guests are requested to hand over valuables at reception; money is to be deposited openly and a receipt for the amount is issued.

3. Where a parking space is provided for a guest in the hotel garage or in a hotel car park, no safekeeping contract is deemed to have been concluded, even if a fee has been charged. The hotel is not liable for losses of or damage to vehicles parked or manoeuvred on hotel premises and the contents thereof, except in cases of intent or gross negligence. No. 1, Sentences 2 to 4 above apply mutatis mutandis.

4. Insofar as the hotel procures external services, technical or other equipment from third parties for the guest, it acts on behalf of and for the account of the guest. The latter shall be liable for the careful handling and proper return of the equipment and shall indemnify the hotel from all third-party claims arising from the provision of the respective equipment.

X. Special notes

1. The guest may not bring food and beverages to events taking place in the hotel. In special cases, a written agreement can be made on this subject. In such cases, a service fee will be charged.

2. The guest may only insert newspaper ads concerning an event they are planning in the hotel, invitations to job interviews or sales events in the hotel or any comparable measures with the hotel's prior written consent. If the hotel has not given its consent, and the respective newspaper ad or measure significantly impairs the interests of the hotel, the hotel has the right to cancel the event. The guest may be charged for the costs of security measures necessitated by an event they hold. The hotel is not obliged to justify the necessary security measures to the guest. Reasonable grounds for ordering corresponding security measures shall suffice.

3. Decorative materials or other items may only be mounted following prior consultation and agreement with the hotel to avoid damage to the facilities. The guest warrants that decorative materials in particular comply with fire safety requirements. In case



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of doubt, the hotel may require the submission of a confirmation from the responsible fire protection authorities.

4. During pandemics or other special situations, the guest shall undertake to adhere to the applicable statutory and official regulations such as obligatory mask-wearing or social distancing rules. Insofar as the guest does not comply with these rules communicated by the hotel or its employees, the hotel reserves the right to exercise its right to deny entry and/or eject individuals from its premises [Hausrecht]. Similarly, persons who are unable to make use of Europa-Park Hotels, despite having a valid reservation, because they are personally unable to meet a statutory or official requirement, e.g. they do not have the required vaccination status, are not entitled to compensation.

5. The consumption of cannabis and cannabis products is prohibited in the hotels and in the entire Europa-Park Resort.

XI. Final provisions

1. The hotel reserves the right to correct mistakes as well as printing errors and calculation errors.

2. Only overnight guests with a valid admission ticket may enter the Europa-Park via the hotel entrance. Accompanying persons (relatives, grandparents etc.) and day visitors may only use the main entrance of Europa-Park.

3. Amendments and supplements to the contract, the acceptance of the application or these General Terms and Conditions for Hotel Accommodation must be in writing. Unilateral amendments or supplements made by the guest are invalid.

4. The place of performance and payment is the registered head office of the hotel. The law of the Federal Republic of Germany shall prevail to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). In the event that the guest has placed their order as a consumer, i.e. the guest is a natural person and concludes the contract with the hotel for a purpose which can be regarded as being unconnected with their trade, business or profession, and at the time of booking, their habitual residence is in another country, the application of mandatory legislation within the meaning of Art. 6(2) Sentence 2 of Regulation (EC) 593/2008 of that country will not be affected by the choice of law made in Sentence 2, if the law of that country would have been applicable in accordance with Art. 6(1) of Regulation (EC) 593/2008 in the absence of the above choice of law, i.e. in cases where

- the hotel pursues its commercial activity in the country in which the guest has their habitual residence, or
- the hotel directs its commercial activity to this country.

The preceding sentence does not apply, i.e. the guest cannot invoke the mandatory provisions of their country, in the case provided for in Art. 6(4) lit. a) - e) of Regulation (EC) 593/2008, in particular in the case of:

- a contract for the supply of services where the services to be supplied to the guest are to be supplied to them exclusively in a country other than that in which they have their habitual residence;
- a contract of carriage other than a contract relating to package travel within the meaning of Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours (1);
- a contract relating to a right in rem in immovable property or a tenancy of immovable property other than a contract relating to the right to use immovable properties on a timeshare basis within the meaning of Directive 94/47/EC.

5. If the guest has placed their order as a merchant, legal entity under public law or a public-law special fund, the place of performance

for all services arising from the business relationship with the hotel and the exclusive place of jurisdiction shall be the registered head office of the hotel. The hotel's right to take legal action before a court at another statutory place of jurisdiction remains unaffected. In all other respects, the applicable statutory provisions shall apply to the jurisdiction of the courts – subject to Subclause 6 below.

6. If the guest has made their hotel booking as a consumer and their habitual residence is in a non-EU country that is not a member of the Lugano Convention, the exclusive place of jurisdiction shall be the registered head office of the hotel.

7. Insofar as the guest's place of residence or habitual residence was in Germany at the time of concluding this contract and, at the time the action is brought by the hotel, they have either moved this place of residence or habitual residence to a location outside of Germany, or if their place of residence or habitual residence is unknown at this time, the place of jurisdiction for all disputes arising from and in connection with the contractual relationship existing between the guest and the hotel shall be the registered head office of the hotel.

8. In the event that individual provisions of these General Terms and Conditions for the Hotel Accommodation Contract are or become invalid or void, this shall not affect the validity of the remaining provisions. In other respects, the statutory provisions shall apply.

9. Versions of these General Terms and Conditions in languages other than German are intended for translation purposes only. In the event of problems of interpretation, linguistic discrepancies or contradictions in the contents of the foreign-language and German versions, the German version of these General Terms and Conditions shall prevail.

