

# **FAMILYPARK TERMS AND CONDITIONS OF SALE**

## **for Bulk Buyers and Groups**

### **1. VALIDITY**

1.1 The following Terms and Conditions of Sale for Bulk Buyers and Groups together with the General Terms and Conditions (GTC's) apply to all contracts of Familypark GmbH (hereinafter „Familypark“), which have group bookings and bulk purchases as their subject. Insofar as these Terms and Conditions of Sale for bulk buyers and groups do not contain special provisions, additions and / or amendments to the GTC's, the GTC's apply to such contracts. The Terms and Conditions of Sale for bulk buyers and groups, the general terms and conditions (GTC's) as well as the park regulations are retrievable and available from the homepage of Familypark ([www.familypark.at](http://www.familypark.at), hereinafter as „Homepage“.)

1.2 The purchased tickets entitle you to use all attractions and rides (except token-machines and special offers), provided the necessary personal requirements are met (see reasons for exclusion in the park regulation e. g. size, age, pregnancy).

### **2. FORMATION OF THE CONTRACT**

The offers of Familypark are not binding and subject to change. The contract is concluded when the booking or the reservation of the customer is confirmed by Familypark in writing, by fax or by email.

### **3. PRICES**

3.1 All our prices include all taxes but exclude the shipping costs and are based on the tax rates at the time of writing this brochure.

3.2 Familypark reserves the right to change prices at any time. Familypark reserves the right to change the prices of tickets already sold, but only in case of objective justification, in particular in the event of a change in VAT rates or other applicable tax rates due to changes in legislation.

3.3 The rates are valid from 1 January 2020 and are subject to our General Terms and Conditions and are available on request. The shipping costs are also available on request.

### **4. TICKET SALE TO BULK BUYERS (non dated tickets sale)**

4.1 These Terms and Conditions of Sale define those persons as bulk buyers who order at least 20 tickets with a single contract.

4.2 The minimum order quantity is 20 tickets per order. Tickets are issued only against advance payment. The tickets are valid for one person on a day of your choice during the season for which they have been ordered (according to the park opening times announced). The pre-sales prices apply to adults and children from 3 years. The tickets are not usable for group bookings.

4.3 The tickets are exclusively for free distribution or sale to employees of the buying company. Under no circumstances may they be used for external advertising, offered to the general public for free or sold for commercial purposes.

4.4 Each new order will be shipped only after payment of the previous order.

4.5 Reimbursements/Ticket exchange:

Unused tickets must be returned registered (Familypark, Familypark GmbH; Sales Department,

Märchenparkweg 1, 7062 St. Margarethen) at the latest by January 15<sup>th</sup>, which immediately follows the expiration of the season (for example for season 2020 until January 15<sup>th</sup> 2021).

In addition the following data needs to be sent: invoice number, name of the customer, address.

Tickets that are not returned until the required date can not be exchanged.

Should there be tariff increases with regard to the new season, with regard to which the tickets are exchanged, the customer must pay the respective tariff increase as an extra charge in order to be able to receive the tickets.

After receiving the tickets to be exchanged, Familypark will contact the wholesaler in this regard and send him a VAT-eligible invoice regarding the surcharge in advance. After receipt of payment of the surcharge, the tickets for the new season will then be sent to the wholesaler.

## **5. TICKET SALE FOR/TO GROUPS (dated tickets sale)**

### 5.1 Mixed groups:

To qualify for the group rate, the group must contain at least 20 paying people who visit the park on the same day. Group reductions can only be granted after written registration in advance (at the latest 3 working days before the visit)!

If there are fewer than 20 paying people in the group on the day of the visit, the agreed group offer stays valid and an additional payment up to 20 people is required.

### 5.2 School and Kindergarten groups:

To qualify for the group rate, the group must contain at least 10 paying children who visit the park on the same day. Group reductions can only be granted after written registration in advance (at the latest 3 working days before the visit).

If there are fewer than 10 children on the day of the visit, the agreed group offer stays valid and an additional payment up to 10 children is required. These group offers are only valid for school classes and kindergartens from Monday - Friday, organized by the school management or the teaching staff within the scope of the education.

### 5.3 Information:

It is recommended to make bookings as early as possible in order to ensure availability.

Registrations are processed during office hours (during season: Mon-Thu: 8:00 -16:30, Fri: 8:00 - 16:00. Out of season: Mon-Thu: 08: 00-16: 00 and Fri: 08: 00-12:00).

### 5.4 Meals:

Menu orders and especially the exact number of menus and the desired time for the seat reservations must be communicated to Familypark in writing by online form (see homepage) at least 7 working days before the visiting day. For a group booking less than 7 working days before the visit, a menu order is only possible after prior consultation with the park.

The number of menus communicated is the minimum used as the basis for the price calculation on the day of the visit of the group. Restaurant reservations can only be made for groups, which have booked menus.

There is no guarantee for a table reservation in a specific restaurant.  
The allocation of the various restaurants is subject to availability.  
The composition of the menus may be subject to change at short notice.  
A list of all allergenes is available on request.

#### 5.5 Prepayment:

In order to receive the tickets in advance, a 100 % prepayment of the order plus mailing expenses is required no later than 14 working days prior to the visiting day.

Ordering additional tickets after payment: In order to benefit from the same conditions, a new reservation must be made before the visit. On site at the cashier desk additional tickets can only be purchased at regular group rates. No special conditions can be granted without prior reordering.

#### 5.6 Payment at the cash registers:

If no pre-dispatch of the tickets is desired or the required advance payment is not made on time, the full price has to be paid at the ticket office upon presentation of the booking number, otherwise no admission can be granted.

#### 5.7 Complete cancellation of a booking:

Cancellations of group bookings must be made in writing no later than 09:00 a.m. on the day of the visit in order to be able to receive a refund of the entrance fee paid. An early closing of the park (before 06:00 p.m.) for whatever reason does not entitle to a refund of the price paid. Should the Familypark be closed all day due to the weather conditions, a complete cancellation is possible. The settlement of the processing fee is omitted.

In case of a complete cancellation, 40,00 EUR handling fee will be charged per booking without exception. In the event that the price has already been paid, the handling fee will be deducted immediately from the amount to be refunded.

#### Tickets with menu:

A partial or total cancellation of the menu order is only possible up to 2 working days before the visit.

In case of belated cancellation, the price of the menus can not be refunded.

The appointment of the seat reservation has to be kept as punctually as possible. A reservation longer than 20 minutes after the confirmed time can not be guaranteed.

#### 5.8 Weather-related whole-day closing:

If the Familypark is closed for a whole-day due to the weather conditions, a complete cancellation is possible at any time. Already paid tickets will be fully refunded. The collection of the processing fee is omitted.

#### 5.9 Reimbursements:

General: If the group was smaller than the required minimum size on the day of the visit (see point 5.1 mixed groups 20 people, point 5.2 school and kindergarten groups 10 people), there is only entitlement to a refund of the excess amount over this minimum volume. Familypark reserves the right to deduct excess free fares from the refundable amount according to the actual size of the

group.

Prepaid tickets and menus: Unused tickets can be sent back within 5 working days after the visit. The date of the postmark applies. In addition, the following data needs to be sent: invoice number, name of the customer/group, address, date of visit, name of the bank, IBAN, BIC.

For the proper refund we will gladly send you our form.

Please send the tickets to: Familypark, Familypark GmbH; Sales Department, Märchenparkweg 1, 7062 St. Margarethen, Austria.

Tickets that are not returned until the required date, can no longer be refunded.

The refundable amount will only be refunded by bank transfer, provided the tickets have been sent back to us in good time by registered mail with all the necessary data.

In case of a reimbursement a handling fee of 3% of the refundable net price for tickets and menus will be deducted.

Menus can only be refunded up to 2 days before the date of visit. After that, not required menus can not be refunded.

Tickets and menus paid on the day of the visit:

Tickets must be returned on the day of the visit before closing time of the cashpoints.

Please pay attention to our cashpoint closing times!!!

Excess tickets can only be redeemed in cash on the day of the visit.

Unused tickets that are not returned to the ticket office on the day of the visit are excluded from reimbursement.

Too much ordered and paid menus cannot be refunded, but are usually served at the reserved meal time.

**As of April 2021 – This is a non-binding translation of the „Familypark Verkaufsbedingungen für Großabnehmer und Gruppen“. Only the German version of these Familypark General Conditions of Sale for Bulk buyers and groups is legally binding.**