



Travel conditions

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Article 1. Application General Conditions

These additional conditions apply to all tenancy agreements of Bungalow.Net. Other arrangements or agreements are only valid when they are confirmed in writing by an authoritative representative of Bungalow.Net.

Article 2. Offer and acceptance

The contract is created upon the traveller's acceptance of Bungalow.Net' offer. After the creation of the contract, the traveller receives a confirmation as soon as possible, either electronically or in writing, possibly in the form of an invoice. In the case of bookings made via Internet, Bungalow.Net designs the booking process in such a way that, before acceptance, the traveller is informed that he/she is entering into a contract. By confirming the booking by Bungalow.Net, the traveller is committed to the contract.

Article 3. Evident errors

Evident errors and evident mistakes are not binding upon Bungalow.Net. Such errors and mistakes are errors and mistakes which – from the perspective of the average traveller – were or should have been instantly recognized as such.

Article 4. Withdrawal of offer

The offer of Bungalow.Net is made without obligation and can be withdrawn by Bungalow.Net if necessary. Withdrawal in order to correct errors in the calculation of the travel sum, or other errors, is permitted. The withdrawal will be done as soon as possible after notification, after which Bungalow.Net will propose an alternative offer to the traveller.

Article 5. Traveller's duty of disclosure

- The traveller will provide Bungalow.Net, before or no later than at the time of conclusion of the contract, with all details about him/herself and the travellers for whom he/she has made bookings that may be relevant to the conclusion or fulfilment of the contract. Details include the traveller's mobile phone number and e-mail address, if available.
- Furthermore, he/she will mention any details regarding the nature or composition of the group of travellers whom he/she has booked that may be relevant to the proper fulfilment of the agreed up travel package by Bungalow.Net.
- If he/she fails to meet this information requirement and Bungalow.Net is consequently compelled to exclude said traveller(s) from (further) participation in the travel package, the costs will be charged to him/her.

Article 6. The booking party

- Any person who enters into a contract on behalf of or for the benefit of another person (the booking party) is severally liable for all obligations arising from the contract.
- The (other) traveller(s) is/are each liable for their own share.

Article 7 Information third parties

Bungalow.Net is not responsible for general information conveyed in photos, brochures, adverts, websites and other formats insofar as they have been produced or published under the responsibility of a third party/parties.

Article 8 Payment

- Upon the creation of the contract, a deposit must be paid which is equal to 30% of the total agreed upon travel sum + any contracted insurance(s).
- The remainder of the travel sum must be received by Bungalow.Net no later than six weeks prior to the day of departure. In the case of late payment, the traveller is in default. He/she is advised of this in writing, after which he/she has a further opportunity to settle the payable amount within 7 working days. If he/she fails to pay within that period, the contract will be deemed to have been cancelled on the day of default. Bungalow.Net is then entitled to collect cancellation costs. In this case the sum already paid will be deducted from the payable cancellation costs.
- If the contract is concluded within 6 weeks of the day of departure, the travel sum must be paid immediately and in full.

Article 9 Information

- If the traveller is unable to take part in the (entire) trip because of the absence of any (valid) document, this and all resulting consequences will be on his account.
- The traveller him/herself is responsible for having the required documents on their person, such as a passport that meets all the requisite validity criteria, or, where permitted, a tourist identity card and any required visas, proof of inoculations and vaccinations, driving license and international insurance card.
- The traveller will be informed of the possibility of taking out holiday cancellation insurance and travel insurance either by or at the request of the travel organizer.

Article 10. Travel documents

- Bungalow.Net will place the required travel documents in the possession of the traveller no later than 10 days before the first day of arrival at the booked accommodation, unless this cannot be reasonably required of Bungalow.Net.
- If the traveller has not yet received the required travel documents by at most 5 working days prior to

departure, he/she will notify Bungalow.Net without delay.

- If a travel package is booked within 10 days before the first date of arrival, Bungalow.Net will indicate when and in what manner the required travel documents will be placed in the possession of the traveller.
- If the traveller has not received these in a timely manner, he/she will notify Bungalow.Net without delay.

Article 11. Changes instigated by the traveller

- After the creation of the contract the traveller may request changes to the contract with Bungalow.Net, provided this is communicated in writing and that the possible cancellation costs are taken into account. Bungalow.Net will charge the traveller a booking change fee of € 35.00. Changes made to an option booking are free of charge.
- The traveller may cancel or appoint a substitute tenant at any point, provided this is communicated in writing and that the cancellation costs are taken into account. When appointing a substitute tenant, both the booking party and the new tenant need to confirm their agreement to this in writing to Bungalow.Net.
- A change in the date of departure or a reduction in the number of paying travellers is treated as a (partial) cancellation. In this case, no booking change or communication costs are due. Ask Bungalow.Net for the exact fee in this case.

Article 12. Cancellation by the traveller

In the case of self-transport packages to living units such as bungalows, apartments, motorboats, sailing yachts, on-site caravans and campsite reservations, in addition to any booking charges, the cancellation charges are as follows:

- Cancellation up to the 42nd day (exclusive) prior to the day of departure: the down payment;
- Cancellation from the 42nd day (inclusive) up to the 28th day (exclusive) prior to the day of departure: 60% of the travel sum;
- Cancellation from the 28th day (inclusive) up to the day of departure: 90% of the travel sum;
- Cancellation on the day of departure or later: the full travel sum. Outside office hours Cancellations outside office hours are deemed to have been made on the next business day. Office hours are understood to be from Monday to Friday from 9:00am to 5:30pm, exclusive of recognized holidays.

Article 13. Changes instigated by Bungalow.Net

Bungalow.Net' offer is made without obligation and can be withdrawn if necessary. In this case Bungalow.Net will offer the traveller an equivalent alternative. Equivalence is judged by objective standards, by which the following aspects are taken into account:

- The location of the accommodation with respect to the place of destination;
- The nature and class of the accommodation;
- Additional facilities offered by the accommodation.
- The composition of the group of travellers. The traveller can exercise his/her right to reject the change or alternative offer. In that case the traveller is entitled to a waiver or restitution of the travel price (or, if part of the travel package has already been completed, to restitution of a proportionate part thereof) within 2 weeks.

Article 14. Exclusions and restrictions to liability of travel organiser

- Bungalow.Net is not liable for obvious errors on the website or for errors in the information provided to the traveller which are dependent upon third parties.
- Nor is Bungalow.Net liable if and insofar as the traveller has been able to claim his/her loss under an insurance policy, such as a travel and/or holiday cancellation insurance policy.

- If Bungalow.Net is liable vis-à-vis the traveller for loss of enjoyment, the compensation will not exceed the total travel price.
- The exclusions and/or limitations of the travel organizer's liability included in this article also apply to the employees of Bungalow.Net, the booking office and the service providers involved, as well as their staff, unless this is excluded by a Treaty or Act.

Article 15. The travellers' obligations

The traveller(s) is/are obliged to comply with all instructions provided by Bungalow.Net to promote the proper fulfilment of the travel package and is/are liable for loss caused by any improper conduct on his/her/their part. The criterion for judging whether conduct is improper will be the conduct of a properly behaved traveller.

- The traveller who causes or may cause such nuisance or trouble that the proper fulfilment of a travel package is or may be greatly hindered can be excluded from (continuing) the trip by Bungalow.Net, if the latter cannot be reasonably required to fulfil the contract.
- All ensuing costs will be borne by the traveller if and insofar as the consequences of the nuisance or trouble can be attributed to him/her. If and insofar as the cause of the exclusion cannot be attributed to the traveller, the travel sum will be wholly or partly refunded to him/her.

The traveller is obliged wherever possible to avoid or limit causing any loss or damage, in particular by complying with his/her reporting obligation.

Article 16. Interest and collection costs

The traveller who fails to fulfil a financial obligation to Bungalow.Net on time will be required to pay legal interest on the outstanding amount. In addition, he/she will be required to pay any out-of-court settlement costs equal to 15% of the claimed sum, unless this amount, given the collection work involved and the payable amount, is deemed unfair.

Article 17. Complaints

- An identified shortcoming in the fulfilment of the contract must be reported in situ as soon as possible, but at least within 24 hours of arrival, so as to provide the opportunity for an effort to be made to resolve the problem. To this end, the traveller should report the deficiency to the relevant landlord/reception and then to Bungalow.Net, -in this order-. If the shortcoming is not resolved within a reasonable term and the quality of the trip suffers as a consequence, this must in any event be reported without delay to Bungalow.Net.
- If a shortcoming cannot be satisfactorily resolved in situ, the travel organizer will provide adequate facilities for this to be recorded as a written complaint in the manner prescribed (complaint report). Bungalow.Net will do its best to find alternative accommodation for the traveller.
- The travel organizer will provide information in the travel documents concerning the procedure to be followed in situ, the contact details, and the availability of those involved in the resolution process.
- If the traveller fails to meet the reporting obligations and to produce a complaint report and thus the service provider or the travel organizer were, as a result, not given an opportunity to rectify the shortcoming(s), his/her right to compensation may be denied or limited.
- A complaint made after (early) departure without consulting Bungalow.Net in advance, exempts both landlord and Bungalow.Net from accepting the complaint and/or any form of restitution, unless Bungalow.Net decides otherwise.
- If a complaint is not satisfactorily resolved, it must be submitted in writing, with reasons, to Bungalow.Net within one month after the termination of the travel package or received service(s) or after the original date of departure. The traveller should append a copy of the complaint report to this written complaint.
- If the complaint concerns the actual contracting procedure, it must be submitted to Bungalow.Net

within 2 weeks of the traveller ascertaining the facts relating to the complaint.

- If the complaint relates to the realization of a contract, it must be submitted to Bungalow.Net in writing after the traveller taking cognizance of the facts to which the complaint relates..
- If the traveller fails to submit the complaint in time, the travel organizer will not take it into consideration unless the late submission cannot be reasonably attributed to negligence on the part of the traveller. The travel organizer will inform the traveller of this in writing or by electronic means.
- Within 1 month of receiving the complaint, the travel organizer will produce a written response informing the traveller that the complaint is being dealt with. If expected that it will take a foreseeable longer time to conclude the complaint, Bungalow.Net will notify the traveller in writing within 1 month with an indication of when the traveller can expect a detailed response..