

## Travel Conditions

### 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 traveler's acceptance of Bungalow.Net's offer. After the creation of the contract, the traveler 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 traveler is informed that he/she is entering into a contract. By confirming the booking by Bungalow.Net, the traveler is committed to the contract. Bungalow.Net acts as an intermediary in the realization of a lease between the Owner / Landlord and the traveler.

### Article 3. Evident errors

Evident errors and evident mistakes are not binding upon the travel organizer. Such errors and mistakes are errors and mistakes which – from the perspective of the average traveler – 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The offer of Bungalow.Net is made without obligation and can be withdrawn by Bungalow.Net if necessary.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 traveler.

### Article 5. Traveler's duty of disclosure

- The traveler 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 travelers for whom he/she has made bookings that may be relevant to the conclusion or fulfillment of the contract. Details include the traveler'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 travelers whom he/she has booked that may be relevant to the proper fulfillment 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 traveler(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.
- All communications and transactions (including payments) between the traveler(s) on the one hand and the travel organization and/or booking office on the other hand are exclusively conducted through the booking party.
- The (other) traveler(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 down payment must be paid right away which is equal to 30.00% 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 traveler is in default. He/she is advised of this in writing by Bungalow.Net, 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 canceled 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 9 weeks of the day of departure, the travel sum must be paid immediately and in full.

### Article 9 Information

- If the traveler 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 traveler 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 green card.
- The traveler 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 traveler 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 traveler 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 traveler.
- If the traveler has not received these in a timely manner, he/she will notify Bungalow.Net without delay.

### Article 11. Changes instigated by the traveler

- After the creation of the contract the traveler 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 traveler a booking change fee of € 35.00. Changes made to an option booking are free of charge.
- The traveler 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 travelers 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 traveler**

- 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 arrival: the down payment;
  - Cancellation from the 42nd day (inclusive) up to the 28th day (exclusive) prior to the day of arrival: 60% of the travel sum;
  - Cancellation from the 28th day(inclusive) up to the day of arrival: 90% of the travel sum;
  - Cancellation on the day of arrival or later: the full travel sum.

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 8:30 am to 6pm and Saturday from 9:00 am to 6:00 pm, exclusive of recognized holidays.

#### **Article 13. Changes instigated by Bungalow.Net**

Bungalow.Net's offer is composed of the available periods in the rental calendars of collaborating landlords, who are responsible for the accuracy of their availability. In case of errors in availability and pricing, Bungalow.Net will offer the traveler 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 travelers.

The traveler can exercise his/her right to reject the change or alternative offer. In that case the traveler 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. Exclusion and limitation of Bungalow.Net's liability**

- Bungalow.Net is not liable for obvious errors on the website or for errors in the information provided to the traveler which are dependent upon third parties.
- Nor is Bungalow.Net liable if and in so far as the traveler 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 traveler 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 travelers' obligations**

- The traveler(s) is/are obliged to comply with all instructions provided by

Bungalow.Net to promote the proper fulfillment 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 traveler.

- The traveler who causes or may cause such nuisance or trouble that the proper fulfillment 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 fulfill the contract.
- All ensuing costs will be borne by the traveler if and in so far 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 traveler, the travel sum will be wholly or partly refunded to him/her.

The traveler is obliged wherever possible to avoid or limit causing any loss or damage. Any damage is to be reported to the landlord and to Bungalow.Net without delay.

#### **Article 16. Interest and collection costs**

The traveler who fails to fulfill 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. What to do in case you encounter issues during your stay?**

- If something goes wrong during your stay, we advise you to reach out to the property owner or the front desk. To contact them, either go to the reception or call the special emergency phone number you received when reserving your accommodation.
- It is highly recommended to report an issue within 24 hours of its occurrence.
- Ideally, the issue is resolved on the spot. However, this may not always be possible. If an issue cannot be resolved immediately, it is advised to contact the Bungalow.Net customer service team in

order to mediate between the two parties.

- We do our best to offer a fair solution to both our guests and owners. Should you, however, feel that the issue at hand has not been resolved properly, you can submit it to the <https://www.degeschillencommissie.nl> or to this Disputes Committee via the <https://ec.europa.eu/consumers/odr/> European ODR Platform.

## Article 18. Terms and conditions for the Cancellation Fund

What do we mean by ... ?

- Interruption compensation: the compensation you receive for each unused day of your trip.
- Cancellation costs: the full or partial travel costs and/or the administration charges for the booking which you must pay if you cancel a trip that you have booked. The maximum amount for this is the insured sum shown on your bookings confirmation.
- Payment: You are obliged to pay the premium of the cancellation fund directly at the start of the insured period.
- Serious illness: an illness that will not be cured without immediate treatment and that may have permanent consequences even with treatment.
- Family members in the first degree: your (ex-) spouse or the person with whom you live and with whom you have a registered partnership or cohabitation contract, parents\*, adoptive parents\*, foster parents\*, stepparents\*, in-laws\*, children, adopted children, foster children, stepchildren, sons-in-law\* and daughters-in-law\*.
- Family members in the second degree: brothers, sisters, grandparents\*, grandchildren, brothers-in-law\* and sisters-in-law\*.
- Family members in the third degree: nephews and nieces (children of brothers or sisters only), uncles\* and aunts\* (brothers or sisters of your father or mother only), great-grandparents\* and great-grandchildren.
- Family: the people who live with you in your home and with whom you are

travelling. If you travel alone, we also regard you as a family.

- Person living in your home: a person that you live with (in familiar atmosphere) in your home, but you are not travelling with. Student housing is excluded.
- Co-insured: a person who, like you, is insured on the basis of this cancellation fund.
- Unused travel days: travel days that you have not been able to spend at your destination or in your accommodation due to an unexpected event.
- Accident: a sudden external violent incident. Any injury must be confirmed by a physician.
- Trip: booked travel and/or accommodation.
- Travel companion: a person with whom you have booked a travel or rental arrangement. This person is named in the booking or reservation form.
- Travel sum: the total amount that you prepaid to Bungalow.Net for bookings and reservations for accommodation. The costs that you incur at your destination are not included in the travel sum. These are services and costs directly paid to the landlord/caretaker, but also e.g. tickets for museums or attractions and excursions.
- Travel sum per day: the total, prepaid travel sum, divided by the total number of travel days.
- You/your: the person who has contracted the fund and any co-insured persons.

\* This refers to partners that have the same relationship through marriage, a registered partnership and/or cohabitation agreement.  
Cancelling your trip

- When are you insured? You are insured for cancellation costs from as soon as you have contracted this fund until the day of departure from your holiday accommodation as stated in the confirmation.
- What are you insured for? The travel sum, including the surcharges that you have paid in advance to Bungalow.Net, is insured.
- In which cases are you insured? You are insured for cancellation costs in

the following cases:

1. You, a family member in the first or second degree or a person who lives in your home dies, becomes seriously ill or is seriously injured in an accident.
2. A family member in the third degree dies.
3. After booking your trip, you or your partner discover that you/she is/are pregnant and this has direct consequences for the trip that you have booked.
4. You, a co-insured, a person who shares your home or a child living at home must undergo a medically necessary intervention.
5. Less than 30 days before the start of the trip you unexpectedly find a rental or new estate house. You are also insured if, during your trip, you have to be present for the transfer of your existing home, but only if you have no influence on the delivery or transfer date.
6. The person who lives abroad and with whom were going to stay with during your trip becomes seriously ill, is seriously injured in an accident or dies, and as a result can no longer have you stay.
7. For unexpected medical reasons you cannot have the inoculations that are mandatory for your travel destination. There was also no way that you could have known this.
8. Unexpectedly, through no fault of your own, you cannot obtain a visa for your travel destination abroad.
9. Through no fault of your own, you lose your permanent job and become unemployed.
10. After a period of unemployment, you are offered a job and your new employer does not accept the trip that you have booked, because he needs you to be at work on the days on which your trip is planned. This must involve a job for at least 20 hours per week, for a minimum of six months.
11. Your long-term relationship or marriage unexpectedly breaks up. 'Long-term relationship' refers to a relationship with a shared household.
12. On the day of your departure you lose your travel documents and immediately report this to the police.
13. Your parent(s) or child(ren) unexpectedly needs (need) care urgently,

which only you can provide.

14. The private vehicle with which you were to make the trip breaks down 30 days before the start of the trip, due to an external problem. The vehicle cannot be replaced or repaired in time. An 'external problem' is e.g. a collision, a storm or theft. This does not include purely mechanical breakdowns and the like.

15. You or another insured must be at home, due to material damage to a property, rented house or the company where you or the coinsured person work. All of these events are unforeseen, happen unexpectedly and take place during the term of this cancellation fund policy.

- What is not insured?

Did you contract the cancellation fund more than seven days after booking the trip? And do you have to cancel your trip due to an illness or disorder suffered by you, a family member in the first, second or third degree, your deputy or a person who shares your home? And did this illness or disorder already occur in the three months before you contracted the fund? In that case you will receive no reimbursement for your cancellation costs.

- What will you be reimbursed?

We reimburse the cancellation costs, to a maximum of the travel sum, including the surcharges that you have paid in advance to Bungalow.Net.

The maximum amount that we reimburse for this is the amount shown on your bookings confirmation.

The reimbursement for all insured are limited to reimbursement for a maximum of 4 families or 9 travelers (non-family).

Has the travel agency already repaid you part of the travel sum or are you entitled to this? Then we will deduct this amount from our reimbursement. The same applies for any other reimbursements that you have received or to which you are entitled.

### Interrupting your trip

- When are you insured? You are insured throughout the trip. The commencement and end dates for your trip are shown on your bookings confirmation.

- In which cases are you insured? With

this cover you are entitled to compensation if you have to return home early during your trip, but this applies only in the following cases:

1. You, a family member in the first or second degree or a person who lives in your home dies, becomes seriously ill or is seriously injured in an accident.

2. A family member in the third degree dies.

3. You or your partner suffer complications during pregnancy.

4. You, your partner or a child living at home must unexpectedly undergo a medically necessary intervention.

5. The person that you were going to stay with during your trip who lives abroad becomes seriously ill, is seriously injured in an accident or dies and, as a result, can no longer have you stay.

6. You must return due to serious damage to your home or the company where you work. Are you entitled to compensation? Then this does not apply for your entire group of travel companions, but for a maximum of one family insured with us, or one co-insured. If you or a co-insured person die, all insured persons are then entitled to this cover.

- What is not insured? Did you contract the cancellation fund more than seven days after booking the trip? And do you have to cancel your trip due to an illness or disorder suffered by you, a family member in the first, second or third degree, your deputy or a person who shares your home? And did this illness or disorder already occur in the three months before you contracted the fund? In that case you will receive no reimbursement for your cancellation costs.

- What will you be reimbursed? Did you have to interrupt your trip early and did you actually return early? Then you are entitled to compensation for the unused travel days. We reimburse only full days. We deduct the amounts that have already been refunded to you from the compensation.

### Article 19. Conditions Damage Fund

The insurance is valid for the rental period of the accommodation specified in the bookings confirmation. Within the

period of validity of the insurance, the cover becomes effective as soon as the insured and/or his baggage have occupied the lodging accommodation at the commencement of the agreed rental period (including a hotel room or a boat) and it terminates as soon as the insured and/or his baggage leave the lodging accommodation at the end of the rental period. The insured is obliged to pay the premium before the commencement of the insurance. As soon as the cover has become effective, there is no right to repayment of the premium.

Coverage Damage Lodging Accommodation

Reimbursement is made for:

- damage to lodging accommodations and the inventory that the insured has received in lease or rent.

- damage occurred to a rented safety box during the stay, as a result of loss of its key.

- damage occurred to front door, when it needed to be broken down as a result of loss of the key to the lodging accommodation.

- Reimbursement is made when the insured is held liable for the occurred damage and the damage is over € 25,-

- The maximum reimbursement is € 2500,- per rental agreement.

No payments or assistance shall be made or provided for claims:

- if the insured or interested party makes a false statement and/or gives an incorrect version of events. In such situations, the right to payment shall cease to be effective in respect of the entire claim, even in respect of those parts of the claim for which no false statements were made and/or incorrect versions of events given;

- if the insured or interested party fails to fulfill any of the obligations resting on him under this insurance policy;

- caused or having become possible by the gross negligence or intention or with the aim of the insured or interested party, or an attempt to this end;

- which are directly or indirectly associated with the suicide of the insured, or an attempt to such an end;

- in connection with or as a consequence of participating in or committing a crime, or an attempt to such an end;



- caused or having become possible by the insured drinking alcohol, or taking intoxicating, stimulating or similar substances;

No payment will be made for claims caused whilst carrying out activities in connection with which a prohibition has knowingly and willfully been ignored. No payment will be made for damage caused by driving or sailing with the lodging accommodation.

#### General obligations

The insured or interested party shall be obliged:

- to do everything reasonably possible to prevent, minimize or limit damage;
- to give Bungalow.Net the co-operation reasonably required and to supply information truthfully;
- to demonstrate the circumstances leading to a request for payment;
- to submit original documentary evidence;
- to co-operate with the recovery from third parties, possibly by a transfer of rights.

The insured and the interested party are obliged to submit to Bungalow.Net applications for payment and/or assistance stating the policy details together with the invoices as soon as possible but not later than within 1 month after the period of validity of the insurance has expired, by means of sending a fully completed and signed claims form.

Notices given together with this serve also to assess the claim and the right to payment.