

## Travel Conditions

These Travel and Booking Conditions apply to holiday accommodation stays offered through BungalowNet via the website [bungalow.net](http://bungalow.net). The contracting party for the booking is BungalowNet Holidays FZCO, trading under the brand name BungalowNet. BungalowNet offers and confirms bookings in its own name. The accommodation stay is provided on site by the relevant accommodation partner.

### Article 1. Application

These booking conditions apply to all holiday accommodation bookings made through BungalowNet. Other arrangements or agreements are only valid if confirmed in writing by an authorised representative of BungalowNet.

### Article 2. Offer and acceptance

The contract is concluded when the traveler accepts BungalowNet's offer and BungalowNet confirms the booking. After conclusion of the contract, the traveler receives a confirmation as soon as reasonably possible, electronically or in writing, which may take the form of an invoice.

For bookings made via the internet, BungalowNet ensures that the booking process clearly indicates before confirmation that a binding booking is being entered into.

By confirming the booking, BungalowNet concludes a binding agreement with the traveler for the accommodation stay offered and is responsible for the contractual execution of the booking.

### Article 3. Evident errors

Evident errors and evident mistakes are not binding upon BungalowNet. These are errors or mistakes which, from the perspective of the average traveler, were or should have been immediately recognisable as such.

### Article 4. Withdrawal of offer

BungalowNet's offer is made without obligation and may be withdrawn if necessary. Withdrawal for the purpose of

correcting calculation errors or other obvious errors is permitted. In such cases, BungalowNet will inform the traveler as soon as possible and, where applicable, propose an alternative offer.

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

The traveler shall provide BungalowNet, before or at the time of conclusion of the contract, with all information necessary for the correct execution of the accommodation stay, including accurate contact details such as a mobile telephone number and email address. The traveler shall also disclose any information regarding the nature or composition of the travel party that may reasonably affect the fulfilment of the stay. If the traveler fails to meet this obligation and this results in the inability to fulfil the stay as agreed, any resulting costs may be charged to the traveler.

### Article 6. The booking party

Any person entering into a contract on behalf of or for the benefit of another person (the booking party) is jointly and severally liable for all obligations arising from the contract. All communications and transactions, including payments, between the traveler(s) and BungalowNet are conducted exclusively through the booking party. Each traveler remains liable for their own share of the obligations.

### Article 7. Information from third parties

BungalowNet is not responsible for general information conveyed through photos, brochures, advertisements, websites or other materials insofar as such information has been produced or published under the sole responsibility of third parties.

### Article 8. Payment

Upon conclusion of the contract, a down payment of 30% of the total agreed accommodation price plus any contracted insurance or fund contributions is payable immediately.

The remaining amount must be received no later than six weeks prior to the day of arrival. If payment is not made on time, the traveler is in default. BungalowNet will notify the traveler in writing and allow a further payment period of seven working days. If payment is not received within that period, the contract will be deemed cancelled and applicable cancellation costs may be charged.

If the contract is concluded within nine weeks of the day of arrival, the full amount is payable immediately.

All payment obligations under these Conditions are owed to BungalowNet. Payments may be processed by or on behalf of BungalowNet through designated payment channels. A payment received through those channels is deemed received by BungalowNet.

BungalowNet processes refunds in accordance with these Conditions.

### Article 8.1. Bank transfers

#### 8.1.1. Confirmation of payment

A "proof of payment" or transfer receipt is not accepted as confirmation of settlement. Payment is considered received only once the funds have been successfully credited to the designated bank account.

#### 8.1.2. Processing time

The traveler must account for interbank processing times, which may take several business days, to ensure the deadlines set forth in Article 8 are met.

#### 8.1.3. Payment upon arrival

If the funds have not been cleared and are not visible in our account upon arrival, the traveler will be required to pay the full reservation amount again via an alternative payment method to gain entry to the accommodation.

#### 8.1.4. Duplicate payments

Once BungalowNet verifies that a duplicate payment has occurred due to a late-clearing transfer, a full refund of the additional charge will be issued promptly.

### Article 9. Traveler information and documents

The traveler is responsible for ensuring compliance with personal travel requirements. Any identification, registration or documentation requirements applicable at the accommodation location are handled on site by the accommodation partner in accordance with local regulations.

#### **Article 10. Booking confirmation and arrival information**

BungalowNet will provide the traveler with the booking confirmation and arrival information required for the accommodation stay no later than ten days prior to the day of arrival, unless this cannot reasonably be required.

If the traveler has not received the required information no later than five working days before arrival, the traveler must notify BungalowNet without delay.

Booking confirmations and customer communications are issued by or on behalf of BungalowNet.

#### **Article 11. Changes requested by the traveler**

After conclusion of the contract, the traveler may request changes, provided such requests are submitted in writing and applicable cancellation costs are taken into account. BungalowNet may charge a booking change fee of €35. Changes to option bookings are free of charge.

The traveler may cancel the booking or appoint a substitute traveler, provided this is communicated in writing. When appointing a substitute traveler, both the booking party and the substitute traveler must confirm their agreement in writing. A change of arrival date or a reduction in the number of paying travelers is treated as a partial cancellation.

#### **Article 12. Cancellation by the traveler**

For accommodation stays, cancellation charges apply 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 accommodation price;

- Cancellation from the 28th day (inclusive) up to the day of arrival: 90% of the accommodation price;
- Cancellation on the day of arrival or later: 100% of the accommodation price.

Cancellations outside office hours are deemed to have been made on the next business day.

#### **Article 13. Changes instigated by BungalowNet**

BungalowNet's offering consists of available periods in the accommodation calendars used for booking purposes.

If a booked accommodation stay cannot be fulfilled as agreed, BungalowNet will offer an equivalent alternative. Equivalence is assessed based on objective criteria, including location, accommodation type, facilities and group composition.

If the traveler rejects the proposed alternative, the traveler is entitled to a refund of the accommodation price, or a proportional part thereof if the stay has already commenced, within two weeks.

#### **Article 14. Liability**

BungalowNet is responsible for the proper contractual performance of the accommodation stay sold. The accommodation stay is carried out on site by the relevant accommodation partner.

BungalowNet is not liable for incorrect information produced or published by third parties under their sole responsibility, or for circumstances beyond BungalowNet's reasonable control.

Any compensation for loss of enjoyment shall not exceed the total accommodation price paid.

#### **Article 15. Travelers' obligations**

Travelers must comply with reasonable instructions related to the accommodation stay. Any improper conduct that materially hinders the fulfilment of the stay may result in appropriate on-site measures by the accommodation partner.

BungalowNet may apply contractual consequences where appropriate. Any damage must be reported without delay to both the accommodation partner and BungalowNet.

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

If the traveler fails to fulfil a financial obligation on time, statutory interest may be charged on the outstanding amount. Reasonable out-of-court collection costs may also be charged in accordance with applicable law.

#### **Article 17. Issues during the stay**

Any issue arising during the stay should be reported as soon as reasonably possible to the accommodation partner on site so that a solution can be sought immediately.

If an issue cannot be resolved on site, the traveler should contact BungalowNet customer service without delay. BungalowNet will make reasonable efforts to find a fair solution.

Written complaints submitted after departure should be received within three months of the departure date.

#### **Article 18. Cancellation Fund**

The cancellation fund is a contractual arrangement offered by BungalowNet. It does not constitute insurance, and BungalowNet is not an insurer.

The cancellation fund covers cancellation costs only in the situations described in the applicable fund terms provided at the time of booking. Those terms explain when the fund applies, which exclusions apply, and how a request can be submitted.

#### **Article 19. Damage Fund**

The damage fund is a contractual arrangement offered by BungalowNet. It does not constitute insurance, and BungalowNet is not an insurer.

The damage fund applies only in the situations and to the extent described in the applicable fund terms provided with the booking confirmation. Those terms

explain the scope of cover, the exclusions and the procedure to report damage.

**Article 20. Governing law and disputes**

These Travel and Booking Conditions and any agreement concluded under them are subject to the mandatory law applicable to consumer bookings.

Nothing in these Conditions limits any mandatory consumer rights that the traveler may have under applicable law.

Any dispute shall be submitted to the court that has jurisdiction under the applicable mandatory law.

**Article 21. Long-stay exception**

Stays of 90 days or more may fall outside BungalowNet's standard holiday accommodation booking model and may require separate arrangements or additional conditions.

Travelers requesting or making bookings for stays of 90 days or more should contact BungalowNet before booking to confirm the applicable terms.

BungalowNet is not obliged to accept a booking for a stay of 90 days or more under these standard Conditions.