

## General Terms and Conditions

This document stipulates the terms and conditions applicable for holiday rentals of properties in Mauritius, as described on BungalowVanille.com. The terms and conditions listed in this document apply to any reservation secured by a down payment.

Any reservation made for properties listed on BungalowVanille.com is a legal agreement effective between the tenant (hereby referred to as the Client), and the property owner (hereby referred to as the Owner). BungalowVanille.com and its owner is hereby referred to as the Agent.

**The obligation of the Agent**, and its related businesses is limited to the responsibility of a selection and description of the properties as listed on BungalowVanille.com. This responsibility is subject to our own knowledge and the information provided by the owner or manager of the property. Any false information in this respect, which is unknown to us, is the responsibility of the owner of the property.

**The responsibility of the Client** is to report any faults or complaints to the Owner or manager immediately on arrival or within 24 hours of arrival. Complaints made after departure can not be considered.

The Client is solely responsible for treating the property with care during the stay and any damage caused by the Client is to be reported to the Owner or manager within 24 hours and at the latest before departure. The cost for repair is to be carried by the Client and will be settled through cash payment on departure.

The property is intended for the sole use of the Client and his or her travelling party only.

**The obligation of the Owner** is limited to fulfilling the description of the property as advertised on BungalowVanille.com.

The Owner is responsible for keeping the accommodation in good working order and providing general maintenance of the garden, pool and other shared facilities (where applicable).



## **Cancellation Policy**

In the event of a cancellation of a booking, the Client may be partly refunded, depending on the date of notification of the cancellation.

### **Refund in percentages of the booking total;**

More than 8 weeks prior to arrival: 60%

More than 4 weeks prior to arrival: 40%

Less than 4 weeks prior to arrival: 0%

Any down payment made is a security against cancellation and is non refundable.

Any cancellation made less than 4 weeks prior to arrival will be charged at 100% of the booking total. A cancellation is valid from the date the Client receives an acknowledgement from the Agent. This should take no longer than 48 hours from the time the cancellation request has been received.

All refunds through credit card or international bank transfer are subject to transaction fees paid by the Client. Typically this is less than 4% of the total amount transferred but may vary depending on destination country and/or type of credit card or banks used in the transaction.

All refunds will be made in EUR currency unless otherwise stated.

Any changes to a booking, such as cancellation of parts of the intended stay will be carried out according to the above cancellation policy. All eventual refunds will be balanced against the existing booking (in such a case) or carried out after the originally intended departure date.

## **Payment**

No booking is to be secured without a completed down payment. Any booking not secured by a down payment is to be regarded as preliminary. No rights can be drawn from a preliminary booking and the Agent on behalf of the Owner, reserves the right to cancel any preliminary booking with or without notice to the Client.

Any down payment shall be completed by the Client as agreed with the Agent and with the method of payment available at the time of booking.

The Agent is not responsible for transaction fees occurring as a result of the originating bank. Any such fee may be balanced against the booking total.

Payments are accepted in EUR currency only, unless otherwise agreed.



## **Force Majeure**

Neither the Owner, nor the Agent or any of its related businesses shall be liable for any breach or delayed performance of its obligations hereunder resulting from an Event of Force Majeure where the breaching party could not prevent or cater for the breach at a reasonable cost.

For the purposes of these General Terms and Conditions, an Event of Force Majeure shall be an unforeseen event beyond the reasonable control of any of the parties including but not limited to fires, strikes (including those of the parties' employees), blockage, mobilizations, insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials, wars and revolutions, disease breakouts, natural disasters, Acts of God, decisions and regulations of any civil or military authority and any other events already recognized under Mauritian law as an event of Force Majeure.

## **Other Conditions**

The Agent reserves the right to supply the Tenant with a replacement accommodation should the originally booked accommodation be unavailable due to reasons beyond the Agent's control. Reasons for a replacement situation may include but is not limited to liquidation of external parties and unforeseen events classified as Force Majeure under Mauritian Law.

Neither the Owner, nor the Agent or any of its related businesses shall be liable for any breach or delayed performance of its obligations resulting from a delay in delivery or delay in service carried out by a third party. This may include delays with sudden and/or unforeseen repair works, air conditioning servicing or similar works carried out by a third party beyond the control of the Owner or the Agent.