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Operation Water sports- and Bungalowpark Heegermar b.v. (private company) shall henceforth be known as: Bungalowpark 'de Pharshoeke'.

1. Definitions

- * **Accommodation:** all holiday stays/bungalows are decorated for recreational purposes
- * **Accommodation Provider:** the owner and/or his appointed operator of the rental or the accommodation
- * **General Conditions:** these general conditions of Operations Water sports- and Bungalowpark Heegermar b.v. (private company), henceforth be known as: Bungalowpark 'de Pharshoeke', that refer to agreements set regarding the rent of the accommodation provided by the accommodation provider, Bungalowpark 'de Pharshoeke' itself.
- * **Booking form:** the form meant for the holiday maker to fill with all correct and obligatory details with the aim to place a reservation for the rent of an accommodation.
- * **Third parties:** those other than Bungalowpark 'de Pharshoeke' and/or the holiday maker and fellow holiday maker.
- * **Facilities:** all services inside and outside the park that can be used based on the agreement.
- * **Guests:** all persons covered by the term 'holiday maker(s)' and who make use of the accommodation and/or facilities of the park, as well as visitors to the park.
- * **Bungalowpark 'de Pharshoeke':** the trade and brand name for reserving the accommodation in the management of third parties.
- * **Fellow Holiday Maker:** the persons registered by the holiday maker as part of the travel group.
- * **Agreement:** the lease agreement of an accommodation which was offered by Bungalowpark 'de Pharshoeke', and provided with the general terms and conditions.
- * **Park:** the park in which the accommodation is located.
- * **Park regulations:** the regulations used by the accommodation provider for the use of the accommodation provider and/or the Park.
- * **Holiday maker:** the (legal) person who made the booking and therefore became the other party of the Bungalowpark 'de Pharshoeke'.
- * **Booking Price:** basic rental costs including any discounts and additional costs, excluding any costs to pay on spot.
- * **Written:** by letter or by email.

* **Deposit:** an amount that will be charged at the start of or during the stay as an advance/security deposit on any possible damage caused by the guest or by his fault. Any waived contractual fines may also be deducted from this security deposit.

* **Website:** the website(s) used by Bungalowpark 'de Pharshoeke' to offer accommodation.

2. Scope

These general conditions are applicable to all offers by Bungalowpark 'de Pharshoeke' and agreements made with Bungalowpark 'de Pharshoeke' regarding the rent of accommodations. These conditions are an inseparable part of the agreement.

3. Realization of the agreement

3.1 Making a reservation

3.1.1. A reservation of an accommodation can be made online as well as by phone. Both ways of making a reservation are binding for both parties.

Online booking

3.1.2. An agreement under suspensive conditions (pending check for accuracy) will be made between the "holiday maker" and Bungalowpark 'de Pharshoeke', regarding the reservation of an accommodation that was explicitly offered by Bungalowpark 'de Pharshoeke' on the website in the event that the following conditions are met:

* the holiday maker agrees with these General conditions of Bungalowpark 'de Pharshoeke'.

* the holiday maker fills in all obligatory details in order to make the reservation online and in order to make the reservation definite by clicking on the button "Bevestigen".

3.1.3. Every reservation made by the holiday maker through the website will be confirmed by e-mail from Bungalowpark 'de Pharshoeke', which means that the reservation has been received and is being processed. This makes the reservation binding for the holiday maker.

3.1.4. The reservation will be checked for accuracy by Bungalowpark 'de Pharshoeke' only after having received the reservation. If the reservation is found to be accurate, the suspensive condition referred to in 3.1.2., will be fulfilled and the agreement will be concluded.

3.1.5. If the holiday maker has not received a confirmation e-mail, a booking error may have occurred and the holiday maker must contact Bungalowpark 'de Pharshoeke', the holiday maker cannot invoke the reservation.

Telephone booking

3.1.6. The holiday maker may also make a reservation by telephone. The telephone number is mentioned on the website.

3.1.7. A reservation agreement can be made by telephone.

Confirmation invoice

3.1.8. After the check and the processing of the reservation by telephone, the holiday maker will receive a confirmation e-mail from Bungalowpark 'de Pharshoeke' (or by post, on request of the holiday maker). In case the confirmation e-mail has not been received within 5 days after the booking, the holiday maker will have to contact Bungalowpark 'de Pharshoeke'. In said case, the holiday maker cannot invoke the reservation. The holiday maker must check the reservation for accuracy. The holiday maker should notify Bungalowpark 'de Pharshoeke' of any inaccuracies within 24 hours of receiving the confirmation e-mail.

Refuse of reservation

3.1.9. There are accommodation providers that do not accept reservations from travel groups of youths. Therefore Bungalowpark 'de Pharshoeke' reserves the right to refuse such reservations.

3.1.10. Bungalowpark 'de Pharshoeke' also reserves the right to refuse a reservation in case of suspicion that the accommodation will not be used according to the general conditions.

3.2. Right to revoke

3.2.1. Completed reservations are legally binding for the holiday maker. A revocation right ('*afkoelperiode*') as meant in the Civil Code is not applicable on services regarding the rent of the accommodation.

3.3. The holiday maker

3.3.1. The holiday maker must be age 21 or over when booking.

3.3.2. The holiday maker is jointly and severally liable for all registered fellow holiday makers and those that accompany the holiday maker.

3.3.3. The holiday maker is responsible for fulfilling all duties resulting from the agreement.

3.3.4. All correspondence takes place via the address of the holiday maker.

4. Cancellation or Change of the Agreement

4.1. Cancellation by the holiday maker

Under the condition that one has to cancel the holiday due to unforeseen circumstances, the holiday maker or his substitute (*plaatsvervanger*) must either provide written notice or notice by phone to Bungalowpark 'de Pharshoeke' (during office hours). A cancellation or a change of reservation usually incurs fees.

4.1.1. Cancellation with cancellation insurance. Taking out cancellation insurance through Bungalowpark 'de Pharshoeke':

* The option to take out a cancellation insurance will be provided in the confirmation e-mail.

* The costs concerning cancellation insurance are stated in the confirmation e-mail.

* If the (fellow) holiday maker wishes to take out cancellation insurance, he must fulfill the total costs of the insurance in the first installment payment, in the absence of which the holiday maker cannot invoke the (possibility of taking out) cancellation insurance.

If the holiday maker has properly taken out cancellation insurance and the cause of cancellation meets the conditions of the cancellation insurance, the holiday maker will receive a cancellation notice and an accompanying letter from Bungalowpark 'de Pharshoeke'.

4.1.2. Cancellations conforming to the general conditions of sale.

If the (fellow) holiday maker has not taken out a cancellation insurance or if the cause of cancellation doesn't follow the insurance conditions meant in 4.1.1, the reservation will be cancelled according to the conditions below. In addition to booking and optional costs (and possible cancellation insurance costs), the (fellow) holiday maker owes the following amounts:

When cancelling, the holiday maker pays a cancellation fee. This amounts to:

- When cancelling more than 3 months before the start date, 15% of the agreed rent price;
- When cancelling within 2 or 3 months before the start date, 50% of the agreed rent price;
- When cancelling within 1 month before the start date, 90% of the agreed rent price;
- When cancelling on the start date, 100% of the agreed rent price;

If the holiday maker refers a third party who wishes to take over (a portion of) the booking under written consent of Bungalowpark 'de Pharshoeke', the cancellation fee will be refunded (proportionately) after deduction of the administration costs.

4.2. Cancellation by Bungalowpark 'de Pharshoeke'.

4.2.1. In case of *force majeure* or unforeseen circumstances, Bungalowpark 'de Pharshoeke' can cancel the reservation. *Forces majeures* and unforeseen circumstances include, but are not limited to:

* when the accommodation is not suitable anymore for rental (for example: due to flooding, fire, or default of the accommodation provider).

* when the accommodation is not available anymore (for example: due to sudden sale of the accommodation by the accommodation provider, a double booking, or bankruptcy of the accommodation provider).

4.2.2. Bungalowpark 'de Pharshoeke' immediately informs the holiday maker of this cancellation in writing or by telephone with statement of reason.

4.2.3. Bungalowpark 'de Pharshoeke' will try to offer you an equivalent accommodation for the same booking price. The equivalence of the alternative accommodation is judged by Bungalowpark 'de Pharshoeke' on the basis of the location, the category of the accommodation, and the amenities included in the reservation.

4.2.4. If Bungalowpark 'de Pharshoeke' cannot offer a suitable alternative or if the holiday maker does not agree with the alternative, Bungalowpark 'de Pharshoeke' will proceed to refund the fully- or partially-paid booking price without owing any further compensation.

4.2.5. Bungalowpark 'de Pharshoeke' is not liable for any other costs resulting from other reservations made by the holiday maker (for example: flight tickets, car rental, ferry trips, bus trips, etc.).

[4.3. Changing the agreement](#)

4.3.1. After the invoice has been put together, the holiday maker can still change the reservation as long as the changes are accepted by Bungalowpark 'de Pharshoeke' and/or the accommodation provider.

4.3.2. Bungalowpark 'de Pharshoeke' charges 18,50 EUR per reservation for such changes.

4.3.3. In case of change of accommodation, the cancellation conditions, as stated in article 4.1., are fully applicable, as for the terms stated in article 4.1.2., the first reservation is assumed.

4.3.4. If the holiday maker wishes to make changes to the reservation, he must inform Bungalowpark 'de Pharshoeke' either in writing or by telephone.

4.3.5. If the change is not accepted, the old reservation remains valid. Bungalowpark 'de Pharshoeke' will inform the holiday maker as soon as possible after the change request.

4.3.6. If a member of the travel group cannot be present, the vacated place can be taken by another person if he fulfills all the conditions of the agreement.

4.3.7. If there is an extra person added to the travel group, additional costs may apply. These costs (per person), if applicable, are shown in the description of the accommodation.

4.3.8. When the holiday maker cannot be present, the vacated place can be taken by somebody else. In that case, the reservation will be taken over by this other person. The conditions regarding "*overnemen reservering*" as stated in article 4.3.9. are applicable for such changes.

4.3.9. In case the reservation is entirely taken over by a different group, Bungalowpark 'de Pharshoeke' can change the reservation if the accommodation and the accommodation provider allows such change. The following conditions will be applicable:

- When taking over the reservation, there will be a fee of 18,50EUR for amending the reservation.
- The holiday maker informs Bungalowpark 'de Pharshoeke' about this change in writing.
- The paid amounts will be considered paid by the party that takes over the reservation. The two parties must reach a mutual agreement regarding this privately, outside of the agreement(s) with Bungalowpark 'de Pharshoeke'.

5. Financial matters

[5.1. Prices and costs](#)

5.1.1. The stated prices are per accommodation per week, weekend or midweek, unless otherwise stated (as applicable).

5.1.2. In the event of special offers, e.g. where some nights are offered to stay for free, the cheapest nights will be deducted from the booking price.

5.1.3. These offers are not valid in combination with other offers.

5.1.4. Bungalowpark 'de Pharshoeke' reserves the right to change the booking price, in the event of increases of government levies or taxes.

5.1.5. Possible discount promotions are not applicable to already-finished reservations.

5.2. Other costs

5.2.1. These are fixed costs that relate to your booking (for example the obligatory reservation costs).

5.2.2. The other costs must be paid to Bungalowpark 'de Pharshoeke' when the reservation is made.

5.3. Optional costs

5.3.1. Optional costs or costs that are related to an option, e.g. cancellation insurance.

5.3.2. Optional costs must be paid to Bungalowpark 'de Pharshoeke' when the reservation is made.

5.4. Mandatory costs paid onsite/deposit

5.4.1. The costs that have to be paid onsite include:

The obligatory additional costs (e.g. electricity, heating, and gas costs).

Costs for booked optional amenities that will be used onsite, if stated in the brochure (e.g. bedding, bringing a pet).

Any taxes or levies due (e.g. tourist fees or environmental-levies).

5.4.2. The exact amounts of the mandatory costs paid onsite can be found per accommodation on the website. It is possible that between the booking and the day of arrival the amount of the costs have changed or that government levies have been put into operation. The costs applicable at the time of arrival will apply. Bungalowpark 'de Pharshoeke' is not liable for such changes, since such costs are beyond the control of Bungalowpark 'de Pharshoeke'.

5.4.3. The holiday maker must pay a deposit to the accommodation provider upon arrival, or give a written authorization to collect the deposit. Bungalowpark 'de Pharshoeke' decides in which way the holiday maker must pay the deposit.

5.4.4. Damage to the accommodation, inventory, or to the park that is caused during the stay, extra cleaning costs due to leaving the accommodation in inadequate condition and additional costs can deducted from the deposit. In case the deposit is not sufficient to cover the damage, the holiday maker must pay the difference onsite.

5.4.5. It can occur that the (fellow) holiday maker will not receive deposit back in the case that he checks out of the park outside the fixed checkout times.

5.4.6. Bungalowpark 'de Pharshoeke' does not accept any responsibility for levying and/or repaying this deposit and the costs referred to in this article.

5.5. The structure of the invoice

5.5.1. The invoice includes the following costs:

- * The booking price
- * The mandatory fixed costs, including the reservation costs
- * The optional costs (e.g. cancellation insurance)

5.6. The payment

5.6.1. Upon receipt of the confirmation invoice, the following costs must be fulfilled:

71 days or more before arrival:

- * Within 14 days of booking: 50% of the booking price
- * 14 days before arrival: the remaining amount

Between 24 and 70 days before arrival:

Within 14 days after booking, the full amount.

Between 15 and 23 days before arrival:

Within 5 days after booking, the full amount.

Between 4 and 14 days before arrival:

Within 1 day after booking, the full amount.

Between 0 and 3 days before arrival:

The payment needs to be done before the arrival (upon booking the reservation).

5.6.2. In every case, the total amount stated on the confirmation invoice must be fully paid before the start of the rental period.

5.6.3. Upon receipt of the full invoice amount, the travel documents will be sent to the holiday maker as soon as possible. The holiday maker will receive the travel document no later than 2 days before arrival.

5.6.4. Last-minute bookings are not included in this article.

[5.7. Payments outside payment terms](#)

5.7.1. If the payment terms are exceeded, Bungalowpark 'de Pharshoeke' reserves the right to cancel the reservation and to hold the holiday maker liable for the costs incurred.

5.7.2. In this case, the conditions regarding the cancellation, in accordance with article 4.1.2. above, are applicable and any unpaid amounts will be deducted from the cancellation insurance.

5.7.3. Bungalowpark 'de Pharshoeke' reserves the right to relinquish the claim to a third party (e.g. a debt collection agency). All related judicial and extrajudicial costs, as well as the (statutory) interest, will be owed by the holiday maker.

6. Obligations/Duties of Bungalowpark 'de Pharshoeke'

6.1.1. Bungalowpark 'de Pharshoeke' will endeavor to update the information on the website, after receiving additional information from the accommodation provider.

6.1.2. Bungalowpark 'de Pharshoeke' is not liable for any lack of information on the website that has not been received from the accommodation provider on time.

7. Obligations/duties for the (fellow) holiday maker

[7.1. Fulfillment of obligations from the general conditions and the park regulations](#)

7.1.1. The holiday maker, the fellow holiday maker(s), and their possible guests, commit themselves to a decent fulfillment of all obligations stated in the general conditions and park regulations, unless it concerns an obligation that belongs to Bungalowpark 'de Pharshoeke' or the accommodation provider.

7.1.2. The (fellow) holiday maker is obliged to take note of the park regulations and other rules belonging to the accommodation as stated in article 8.3. before entering into an agreement.

7.1.3. Non-compliance of the obligations will be assumed as an imputable failure to fulfill the terms of the agreement, which can lead to the holiday maker being liable for damages regarding Bungalowpark 'de Pharshoeke'.

8. (Use) Accommodation

[8.1. State of the accommodation and the nature of use](#)

8.1.1. The accommodation will be provided in good condition to the (fellow) holiday maker. If the (fellow) holiday maker believes this not to be the case, he must immediately report this.

8.1.2. The holiday maker is obliged to treat the rented accommodation and its inventory with care. The tenant will leave the rented accommodation in an orderly and clean state. All damage caused by the (fellow) holiday maker needs to be reported by the holiday maker to Bungalowpark 'de Pharshoeke' before departure and must be settled immediately.

8.1.3. If the accommodation is not left clean or if damage is found (e.g. to the inventory), part of or the total amount of the deposit, as stated in article 3.5., can be retained.

8.1.4. The accommodations can only be used for recreational purposes, unless expressly agreed otherwise in writing. Recreational purposes do not in any case include the use of the accommodation during the period that one or more of the users perform work, regardless of whether it is paid or unpaid work, and regardless of whether the work takes place in employment or out of employment.

8.2. Maximum allowed persons/visitors

8.2.1. It is not allowed to use the rented accommodation with more than the maximum allowed number of persons for the accommodation (including children and babies). The accommodation provider can, in that case, refuse the accommodation to the (fellow) holiday maker, by which he is not entitled to compensation.

8.2.2. It is prohibited to receive visitors or to let them stay overnight without prior approval from the accommodation provider.

8.3. Further conditions for use

8.3.1. The accommodation is located on a park.

8.3.2. The accommodation provider is entitled to make conditions (e.g. code of conduct and dress code) for the use of the accommodation and/or the park. This also applies for the use of the facilities offered. These conditions are stated in the park regulations.

8.3.3. The park regulations can be found and downloaded from the website or, by request of the (fellow) holiday maker, be sent by post for free.

8.3.4. The (fellow) holiday maker accepts the conditions of the park regulations and will adhere to the rules stated in the park regulations.

8.3.5. If the (fellow) holiday maker acts in violation of the provisions of the agreement, the general conditions, the park regulations, and/or the general rules of morality and decency, Bungalowpark 'de Pharshoeke' is entitled to end the agreement with the holiday maker with immediate effect and to remove the holiday maker from the park, without Bungalowpark 'de Pharshoeke' being then obliged to refund the amounts paid by the holiday maker and with the right to compensation undiminished.

8.4. Choice of accommodation

8.4.1. The holiday maker is responsible for the choice of accommodation that meet his wishes and requirements or those of the fellow holiday maker.

8.4.2. Bungalowpark 'de Pharshoeke' can only advise the holiday maker and is not liable for the insufficient suitability and/or the accommodation and/or park being adapted to the wishes and requirements of the (fellow) holiday maker.

8.5. Pets

8.5.1. Primarily, pets are not allowed in the offered accommodation, unless explicitly stated differently.

8.5.2. If pets are allowed in the accommodation, they must be registered at all times.

8.5.3. The registration of a pet after having made the reservation will be assumed a change, as referred to in article 4.3., and must meet the requirements related to this matter.

8.5.4. Bringing an unregistered pet, can give the accommodation provider reason to refuse access to the park and/or the accommodation, even if the website reports that pets are allowed.

8.5.5. Bringing pets comes with extra cleaning costs.

8.5.6. Pets must demonstrably meet the requirements at all times regarding health and vaccinations. If they don't meet those requirements or if it cannot be shown that they meet the requirements, the accommodation provider can refuse access for the pet to the accommodation or the park.

8.5.7. The holiday maker remains liable for the damage to the accommodation provider, Bungalowpark 'de Pharshoeke' and/or third parties caused by the pet. This also applies if such damage is the consequence of not fulfilling the requirements as referred to in article 8.5.6.

9. Facilities (on or outside the park)

9.1. Opening hours and costs

9.1.1. Information about the facilities offered is provided on the website in the descriptions about the accommodations. Bungalowpark 'de Pharshoeke' processes all known details about the presence, the costs, and the opening hours of the facilities with great care. If any possible changes occur that Bungalowpark 'de Pharshoeke' takes notice of, then those changes will be stated on the website under the relevant accommodation.

9.1.2. If costs are not stated for the use of facilities, this does not necessarily imply that use of the facilities is free.

9.1.3. Bungalowpark 'de Pharshoeke' is not liable for unexpected and onsite-changes in costs for the use of facilities or services offered by third parties.

9.1.4. Bungalowpark 'de Pharshoeke' cannot guarantee that the facilities stated on the website are always available. Especially outside the high season, it may occur that certain facilities are closed. There are many cases where facilities of an accommodation are leased by third parties, meaning that the opening hours may be beyond the control of Bungalowpark 'de Pharshoeke' and/or the owner of the relevant accommodation. For example, this may apply to a restaurant, bar, swimming pool, supermarket, etc. and also counts for facilities in the surrounding area of the accommodation.

10. Travel information

10.1. Traveling to and from the accommodation

10.1.1. Traveling to and from the booked accommodation is responsibility of the (fellow) holiday maker and is fully at his expense and risk.

10.2. Arrival and departure

10.2.1. The times of arrival and departure are listed on the reservation.

10.2.2. Early arrival is at your own risk.

10.2.3. In case of an expected delayed arrival, the holiday maker must inform the administrator of the booked accommodation directly by phone.

10.2.4. If there is no answer from the administrator, the holiday maker must contact Bungalowpark 'de Pharshoeke' by e-mail.

10.2.5. If article 10.2.3. and/or 10.2.4. are not fulfilled, the accommodation will stay booked for a maximum of 24 hours after the planned arrival time.

10.2.6. If the holiday maker does not arrive or register otherwise at Bungalowpark 'de Pharshoeke' within that 24 hours, the reservation is assumed to be cancelled under the conditions of article 4.1. of these general conditions.

10.2.7. For all reservations, the costs for the entire booked period are due in case of late arrival or early departure.

10.3. (Travel) documents and other obligations

10.3.1. The (fellow) holiday maker must take care of all necessary documents and/or compulsory vaccinations for persons and pets. Bungalowpark 'de Pharshoeke' is not responsible for the travel documents not being in order or for the lack of the compulsory vaccinations or health declarations.

11. Complaints

Bungalowpark 'de Pharshoeke' distinguishes complaints prior to the holiday from complaints due to/during the stay.

11.1. A complaint prior to the holiday

11.1.1. Complaints about the booking process, the website, the provision of information or the service of Bungalowpark 'de Pharshoeke' must always be submitted to Bungalowpark 'de

Pharshoeke'. Bungalowpark 'de Pharshoeke' will try to resolve the complaints as soon as possible.

[11.2. A complaint about the accommodation and/or park](#)

11.2.1. If the holiday maker has a complaint about the accommodation, the park, or the facilities, he must at all times submit it to the accommodation provider or the receptionist(s) of the park in order to enable those the complaints to be immediately resolved.

11.2.2. If no solution is reached, the (fellow) holiday maker can contact Bungalowpark 'de Pharshoeke' so that a solution may be reached as soon as possible. Bungalowpark 'de Pharshoeke' tries to resolve such complaints within 48 hours.

11.2.3. Contacting Bungalowpark 'de Pharshoeke' outside office hours is only allowed in case of emergencies and serious complaints.

11.2.4. If the (fellow) holiday maker fails to submit the complaint to Bungalowpark 'de Pharshoeke' by phone and during his stay, by which Bungalowpark 'de Pharshoeke' is given the opportunity to resolve the complaint, the (fellow) holiday maker cannot claim at a later stage that the complaint was not addressed. In this event, any possible right to compensation will be forfeited.

[11.3. Complaint procedure](#)

11.3.1. A complaint (by telephone) that is registered at Bungalowpark 'de Pharshoeke' and that has not been resolved to satisfaction of the (fellow) holiday maker, has to be submitted in writing and addressed to Bungalowpark 'de Pharshoeke' within 2 weeks after the date of departure with photos and/or other evidence.

11.3.2. Complaints submitted later will not be processed.

11.3.3. After Bungalowpark 'de Pharshoeke' has received the complaint, the (fellow) holiday maker will receive an acknowledgement of receipt within a month. This acknowledgement states how the process will continue.

12. Liability

[12.1. Limitation of liability Bungalowpark 'de Pharshoeke'](#)

12.1.1. Bungalowpark 'de Pharshoeke' is not liable for loss or theft (including money), damage to property, harm or injury caused to the (fellow) holiday maker by any cause whatsoever.

12.1.2. The use of all facilities and services on the holiday destination is at the risk of the (fellow) holiday maker.

12.1.3. Bungalowpark 'de Pharshoeke' is not liable for damages incurred in the case that the rented accommodation does not meet the requirements or wishes of the holiday maker.

12.1.4. Bungalowpark 'de Pharshoeke' is in no way liable for unexpected (construction) activities in the area of the rented accommodation, work on access and/or main roads, noise (e.g. caused by for example neighbors, events, festivals, church bells, cars, trains or agricultural implements), nuisance by vermin and/or environmental problems in the vicinity of the accommodation.

12.1.5. Obvious mistakes or errors on the website(s) are not binding for Bungalowpark 'de Pharshoeke'.

12.1.6. Bungalowpark 'de Pharshoeke' is not liable for the accuracy of the (photo) material provided and/or compiled by third parties.

12.1.7. The website contains hyperlinks to other websites. Bungalowpark 'de Pharshoeke' is not liable for those websites and does not accept any liability for the legality, the availability, and the accuracy of the details of those websites. The content of such websites is never part of an agreement with Bungalowpark 'de Pharshoeke'.

12.1.8. The (fellow) holiday maker is expected to be aware of the local laws and regulations. Bungalowpark ‘de Pharshoeke’ is not liable for the consequences of a possible violation of those laws and regulations committed by the (fellow) holiday maker.

[12.2. Liability holiday maker](#)

12.2.1. Without prejudice to the provisions in article 7, the accommodation provider is free to provide the (fellow) holiday maker with instructions regarding the use of the accommodation and all its amenities.

12.2.2. During his stay, the holiday maker is liable for any damage caused to the accommodation during the stay (e.g. window damage or breakage) including the interior, the inventory, and all that is part of the booked accommodation regardless of whoever caused the damage. The settlement of the damage must first take place between the accommodation provider and the holiday maker.

12.2.3. If the damage is not settled with the accommodation provider, Bungalowpark ‘de Pharshoeke’ is entitled to hold the holiday maker liable for the (suffered) damage (on behalf of the accommodation provider). All costs related to this are at the expense of the holiday maker named on the confirmation invoice.

13. Privacy

[13.1. Use of \(personal\) details](#)

13.1.1. The personal detail entered on the reservation will be used to process the reservation. If any changes occur to the details provided, the (fellow) holiday maker is obliged to give immediate notice of this in writing to Bungalowpark ‘de Pharshoeke’.

13.1.2. The information given will be included in the customer database of Bungalowpark ‘de Pharshoeke’ with the aim of using the information for the communication between Bungalowpark ‘de Pharshoeke’ and the holiday maker regarding the reservation (such as invoicing, sending necessary information about the booking, etc.) and for sending offers and information about Bungalowpark ‘de Pharshoeke’.

14. Applicable law and Arbitration

14.1.1. Dutch law applies to the agreement that, on the basis of these Terms and Conditions, is set, changed, or supplemented, unless other law is applicable on the basis of mandatory rules.

14.1.2. Disputes concerning the agreement can only be submitted to the competent court in Amsterdam, unless it concerns a dispute where the parties cannot make a choice for a competent court; in that case the court has jurisdiction that is declared competent by law.

15. Other provisions

[15.1. Changes](#)

15.1.1. Bungalowpark ‘de Pharshoeke’ reserves the right to make changes on the website and/or the offers without prior notification.

[15.2. Correspondence](#)

15.2.1. All correspondence with Bungalowpark ‘de Pharshoeke’ regarding the agreement must be done by mail or by e-mail directed to:

Bungalowpark- en Watersportpark ‘de Pharshoeke’

Pharshoeke 61

8621 CW Heeg

E-mail: info@pharshoeke.nl

15.2.2. Bungalowpark ‘de Pharshoeke’ is entitled to change the addresses named in article 15.2.1. The website will list the correct contact details at all times.

15.2.3. The holiday maker is responsible for providing accurate contact information and must give notice to Bungalowpark 'de Pharshoeke' of any change in contact information.

15.2.4. Bungalowpark 'de Pharshoeke' will preferably send announcements by e-mail to the holiday maker. The holiday maker cannot appeal on the basis of non-receipt of an e-mail from Bungalowpark 'de Pharshoeke' due to inaccuracy of the contact information, the inaccuracy of the e-mail address of the holiday maker, and/or due to (technical) problems on the side of the holiday maker and/or with his provider.

15.2.5. For business and long-term bookings, different conditions may apply to, among other things, the rental price, deposit, cleaning and bedding.

Insurances at Bungalowpark 'de Pharshoeke'

The content of this website is compiled with great care.

Bungalowpark 'de Pharshoeke' is not liable for changes and omissions.

Unforeseen government-imposed price increases can be passed on to the tenant. All prices listed in the price listings can be subject to change. Obvious (typographical) errors and mistakes in this website are not binding.

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