



Reservation and booking conditions of Bandabou Curaçao Rentals & Management

Bandabou Curaçao Rentals & Management professionally mediates in the rental and letting of vacation homes on Curaçao, whereby the homeowner and tenant enter into an agreement with the conditions set out herein;

Article 1 – Conclusion and content of the agreement:

The agreement is concluded upon acceptance by the tenant/homeowner of the offer made by Bandabou Curaçao Rentals & Management. After the agreement has been concluded, the tenant/homeowner will receive a digital (email) confirmation of the rental agreement.

Article 2 – Payment:

1. Upon conclusion of the agreement, a deposit of 50% of the total agreed rental price must be paid. Once we have received this payment, the reservation is confirmed, subject to the cooling-off period as set out in Article 4.
2. The remainder of the rental amount must be received by Bandabou Curaçao Rentals & Management (BBCRM) no later than 10 weeks before the day of arrival. If payment is not made on time, the tenant will be in default. BBCRM will notify the tenant of this by email, and the tenant will then have the opportunity to pay the amount due within 2 working days. If payment is still not made, the agreement will be canceled on the day of default. BBCRM has the right to charge the cancellation fee of €150 due for this.
3. If the travel agreement is concluded within 10 weeks before the day of departure, the entire rental price must be paid immediately.

Article 3 – Rental price:

1. The published rental price applies per accommodation, unless otherwise indicated.
2. The published rental price is based on the prices, exchange rates, levies, and taxes known to BBCRM at the time of signing the rental agreement.

Article 4 – Cancellation by the tenant

1. After the reservation has been made and the (down) payment has been received, the tenant has a cooling-off period of 48 hours, during which the reservation can be canceled free of charge. In that case, the rent already paid will be refunded in full to the tenant.



2. After this 48-hour cooling-off period has expired, the following cancellation conditions apply:
 - a. For cancellations made between 48 hours after booking and 70 days (10 weeks) before the day of arrival, the tenant will owe 50% of the total rental price, plus €150.00 in administration costs.
 - b. For cancellations made 70 days (10 weeks) or less before the day of arrival (inclusive) up to and including the day of arrival, as well as in the event of a no-show, the tenant will owe the full rental amount (100%).
3. The second payment must be made no later than 70 days before arrival. After receipt of this second payment, the booking is considered final and non-refundable.
4. Cancellations must be communicated to BBCRM by email. The date of receipt of the cancellation is considered the cancellation date.
5. The tenant is strongly advised to take out cancellation insurance. Any cancellation costs may be recovered through this insurance (see Article 12, points 5-7).

Article 5 – Deposit:

The tenant shall pay BBCRM a deposit for the rented accommodation, usually €500.00 (may vary per accommodation), by bank transfer.

For stays longer than one month, the deposit shall be €750.00.

At the end of the rental period, BBCRM will refund this deposit to the tenant within 14 days of departure, after deducting any amounts owed by the tenant to the landlord, such as costs for water/electricity consumption and any damage.

Article 6 – Obligations of the landlord:

The landlord is obliged to make the rented property available to the tenant in good condition on the agreed date and time.

Article 7 – Obligations of the tenant:

The tenant is obliged to use the rented property in an appropriate manner and to leave it in good condition, neat and tidy. Final cleaning is not included in the rental price but is mandatory. The cost of final cleaning may vary per accommodation.



Article 8 – Damage:

The tenant is liable for damage to the rented property, including damage to or loss of (part of) the inventory, caused during the rental period and through the fault of the tenant.

BBCRM advises the tenant to take out travel and cancellation insurance (worldwide coverage!) that includes possible damage to the vacation accommodation through their own fault.

Article 9 – Repair costs:

The costs of normal maintenance and repair of defects are at the expense of the landlord. If defects occur, the tenant must immediately notify the manager/owner of the property and follow their instructions as much as possible. The landlord/manager will then make every effort to resolve the defect as soon as possible.

Article 10 – Termination by BBCRM:

1. BBCRM has the right to terminate the agreement due to compelling circumstances.
2. Compelling circumstances are understood to mean circumstances of such a nature that BBCRM cannot reasonably be expected to remain bound by the agreement.
3. If the cause of the termination can be attributed to the tenant, the resulting damage will be borne by the tenant.

Article 11 – Changes by BBCRM:

1. BBCRM reserves the right to change and/or cancel the agreed services due to compelling circumstances (force majeure). It will notify the tenant of this (where possible) within 72 hours (3 working days) after BBCRM has been informed of the changes.

(Insofar as the change or cancellation is the result of force majeure as described in Article 12, the provisions of Article 12 apply in full).

- 2a. In the event of changes/cancellation, BBCRM may make the tenant an alternative offer.
- 2b. The alternative offer must be at least equivalent. The equivalence of the alternative accommodation must be assessed according to objective criteria and must be determined on the basis of the following circumstances, which must be evident from the replacement offer: the location of the accommodation at the destination; the nature and class of the facilities offered by the accommodation.



2c. The tenant who exercises his right to reject the change or the alternative offer pursuant to the previous paragraphs must notify this within 72 hours (3 working days) of receiving the notification of the change or the alternative offer.

2d. In that case, BBCRM has the right to terminate the agreement with immediate effect. It must exercise this right within 72 hours (3 working days) of receiving notification of the rejection by the tenant, on pain of forfeiture. In that case, the tenant is entitled to a waiver or refund of the rental price (or, if the trip has been partially enjoyed, a refund of a proportionate part thereof) within 2 weeks.

3a. If the cause of the change can be attributed to BBCRM, the resulting damage to the traveler will be borne by BBCRM. Whether this is the case will be determined on the basis of Article 12.

3b: If the cause of the change can be attributed to the renter, the resulting damage will be borne by the renter.

3c. If the cause of the change cannot be attributed to either the renter or BBCRM, both parties will bear their own damage.

3d. If the cause of the change lies with an airline, BBCRM will never be liable for this.

Article 12 – Liability and force majeure:

1. BBCRM acts as an intermediary for the rental of private vacation homes to tourists. BBCRM is liable for the correct execution of your booking. The owners of these vacation homes are liable for their homes and the rental thereof. BBCRM has personally visited all properties and knows that, at the time of listing, these properties comply with the description on our website www.bandaboucuracao.com/ / Micazu.nl/ / [.en/.de/](http://en.de/) / Airbnb.com. The tenant has the right to receive the rented property as described on the website; this is the responsibility of BBCRM.

2. Each owner has a manager who manages the property and ensures that it is clean and complete. This manager acts on behalf of the owner and is responsible for offering the property as described. In the event of disputes about the property or parts of the property, BBCRM will mediate between the tenant and the homeowner to achieve a satisfactory and acceptable outcome for both parties. Properties that do not (or no longer) meet BBCRM's high admission requirements will be removed from our portfolio. If an owner does not or cannot comply with the rental conditions as described, BBCRM will ensure that a comparable alternative is offered.



3. In the event of a shortcoming caused by force majeure, BBCRM will make every effort to provide a solution within the limits of the nature of the force majeure. This will also be done in direct consultation with the homeowner. Force majeure is understood to mean abnormal and unforeseeable circumstances that are beyond the control of the party invoking it and whose consequences could not be avoided despite all precautions. Examples of force majeure include natural disasters, strikes, storms or water damage, burglary or robbery, construction activities in the vicinity, war (threats), a property that is no longer rentable (e.g. due to fire), etc.
4. BBCRM/the homeowner is not liable for (physical) damage and/or loss/theft of your property during your stay.
5. Force majeure on the part of the tenant or due to external circumstances, including but not limited to inability to travel, cancellation or change of flights, government measures, border closures, flight bans, pandemics, political unrest or other circumstances beyond the control of BBCRM and/or the homeowner, does not entitle the tenant to a refund of amounts already paid.
6. If the rented accommodation is available, habitable, and ready for use, the rental agreement remains in full force and effect and the regular cancellation conditions apply regardless of the circumstances.
7. The tenant is responsible for taking out appropriate travel and/or cancellation insurance. BBCRM and/or the homeowner cannot be regarded as an insurer and is not obliged to compensate for damage or costs resulting from situations of force majeure.

General:

BBCRM is a professional party in the mediation of vacation homes on Curaçao. Our company handles information and its accuracy with great care; texts and photos are always checked, and our starting point is that they must be a true representation of reality.

Additional safety information:

Important safety information: Our child-friendly vacation villas offer a beautiful swimming pool for children to enjoy. However, we would like to emphasize that children should never be left unattended at the pool. It is of the utmost importance that children are supervised by an adult at all times. The safety of your children is our priority, but we would like to point out that we are not liable for accidents or incidents that may occur at the swimming pool and/or at the villas. (This also applies to adults). Please ensure that a responsible adult is always present to supervise. Together, we can ensure that your stay in our villa is safe and enjoyable for the whole family. Thank you for your understanding and cooperation.

Bandabou Curaçao Rentals & Management means renting and letting a private vacation home safely and securely, with fair terms and conditions and 100% service from our company.