

## Reservation and booking conditions of Bandabou Curacao Rentals & Management

**Bandabou Curaçao Rentals & Management mediates professionally in the rental and leasing of a vacation home in Curaçao, with which the homeowner and tenant will enter into an agreement with the terms and conditions that are hereby listed;**

### **Article 1 - Conclusion and content of the agreement:**

The agreement is concluded by the acceptance of the tenant/homeowner of the offer of Bandabou Curaçao Rentals & Management. After the conclusion of the agreement, the renter/owner receives a digital confirmation of the rental agreement.

### **Article 2 - Payment:**

1: At the conclusion of the agreement, a deposit of 50% (or otherwise specified) of the total agreed rent must be paid. If this payment is received by us, the reservation is therefore 100% fixed.

2: The remainder of the rent must be at least 10 weeks before the day of arrival in the possession of Bandabou Curacao Rentals & Management (BBCRM). If payment is not made on time, the renter is in default. He will be notified by BBCRM by email and then has the opportunity to pay the amount due within 2 working days. If payment is still not made, the agreement will be cancelled on the day of default. BBCRM has the right to charge the cancellation fee of €150.

3: If the travel agreement is concluded within 10 weeks of the date of departure, the entire rental amount must be paid immediately.

### **Article 3 - Rental Fee:**

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 as they were known to BBCRM at the time the rental agreement was signed.

### **Article 4 - Cancellation by the tenant:**

If an agreement is cancelled, the hirer will owe the following cancellation fee in addition to the administration fee (€150):

A: Cancellation from the day of booking until 60 days before the day of arrival: the down payment being 50% of the rental amount.

B: Cancellation from the 60<sup>st</sup> day (inclusive) to the day of arrival or later: the full rental amount.

### **Article 5 - Deposit:**

Tenant shall pay by bank to BBCRM a deposit for the rented accommodation €500. At the end of the rental period BBCRM will pay this deposit on the first of the following month after deduction of what the lessee owes the lessor, such as costs for consumption of water/electricity (and any damage).

**Article 6 - Obligations of the lessor:**

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

**Article 7 - Tenant's obligation:**

Tenant is obliged to use the rented house properly and to leave the rented house in good condition, neat and tidy. The final cleaning is not included in the rental price but is necessary to take off (€100).

**Article 8 - Damage:**

The hirer 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 hirer.

BBCRM advises the tenant to take out travel and cancellation insurance (world coverage!) that includes possible damage to the vacation accommodation caused by the tenant's own fault.

**Article 9 - Cost of Repair:**

The costs of normal maintenance and repair of defects shall be borne by the lessor. If there are any defects, the tenant must immediately notify the manager/owner of the accommodation and follow his instructions as closely as possible. The lessor/manager will then do everything in his power to solve the defect as soon as possible.

**Article 10 - Terminations by BBCRM**

1: BBCRM has the right to terminate the agreement due to weighty circumstances.

Circumstances are understood to be those that are of such a nature that further commitment by BBCRM to the agreement cannot reasonably be required.

3: If the cause of the cancellation can be attributed to the lessee, the resulting damage will be charged to the lessee.

**Article 11 - Changes by BBCRM**

1: BBCRM retains the right to change the agreed and service provision due to serious circumstances (force majeure). It will notify the lessee of these within 72 hours (3 working days) after BBCRM has been informed of the changes.

2a: In the case of changes BBCRM will make the tenant an alternative offer. It shall do so within 72 hours (3 working days).

2b: The alternative offer must be at least equivalent. The equivalence of the alternative accommodation must be assessed according to objective standards and must be determined according to the following circumstances, which must be apparent from the alternative offer; the location of the accommodation in the destination; the nature and class of the facilities that the accommodation otherwise offers.

2c: The hirer who exercises his right to reject the modification or the alternative offer pursuant to previous paragraphs must give notice within 72 hours (3 working days) of receiving notice of the modification or the alternative offer.

2d: In that case BBCRM has the right to terminate the agreement with immediate effect. It must - on pain of forfeiture - make use of this right within 72 hours (3 working days) of receipt of notification of the rejection by the hirer. The hirer is in that case entitled to remission or restitution of the hire price (or, if the journey was partially enjoyed, to restitution of a proportionate part thereof) within 2 weeks.

3a: If the cause of the change can be attributed to BBCRM, the traveller's loss resulting from it shall be borne by BBCRM. Whether this is the case is determined on the basis of article 12.

3b: If the cause of the change can be attributed to the hirer, the resulting loss shall be borne by the hirer.

3c: If the cause of the change cannot be attributed to either the hirer or BBCRM, both parties shall bear their own loss.

3d: If the cause of the change is attributable to an airline, BBCRM is never liable for it.

#### **Article 12 - Liability and force majeure:**

1: BBCRM functions as an intermediary for the rental of private vacation homes to tourists. BBCRM is liable for the proper execution of your booking. The owners of these vacation homes are liable for their property and the letting of it. BBCRM has personally visited all properties and knows that these properties, at the time of placement, meet the description on our site [www.bandaboucuracao.com./](http://www.bandaboucuracao.com/) [Micazu.nl/](http://Micazu.nl/) [.com/.en/.de](http://.com/.en/.de) / [Airbnb.com](http://Airbnb.com). The tenant has the right to rent the property as described on the site, this is the responsibility of BBCRM.

2: Each owner has a manager who manages the property and ensures a clean and complete home. This manager acts on behalf of the owner and has the task of offering the property as described. In case of disputes about the property or parts of the property, BBCRM will mediate between the tenant and the property owner to achieve a good and acceptable end result for the tenant and owner. Properties that do not (or no longer) meet BBCRM's high entry requirements will be removed from our listings. If an owner does not or cannot meet the rental requirements as described, BBCRM will ensure that a comparable alternative is offered. 3: In the event of shortcomings caused by force majeure BBCRM will make every effort to offer a solution within the limits of the nature of the force majeure. This too in direct consultation with the homeowner. Force majeure means abnormal and unforeseeable circumstances independent of the will of the person invoking them, the consequences of which could not be avoided despite all precautions. Examples of force majeure are: natural disaster, strikes, storm or water damage, burglary or robbery, construction activities in the area, war (threats), house no longer rentable (e.g. fire), etc.

4: BBCRM/the homeowner is not liable for (physical) damage and/or loss/theft of your property during your stay.

#### **General:**

BBCRM is a professional party in the mediation of vacation homes in Curaçao. Our company is very careful with information and its correctness; texts and photos are always checked and our starting point is that it must be a true reflection of reality.

#### **Extra Safety information:**

##### **Additional Safety Information:**

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

**Bandabou Curaçao Rentals & Management means safe and secure private vacation home rentals with correct conditions and 100% service from our company.**