



## GENERAL

The general terms and conditions are always provided by means of an attachment to the relevant email with the reservation confirmation and applies to all bookings of Casa Masana.

### Definitions:

**Landlord:** the natural or legal person who rents out the (holiday) accommodation to the tenant.

**Tenant:** the natural or legal person who enters into a rental agreement with the landlord with regard to a holiday home/apartment.

**Co-tenant:** the person who stays in the accommodation together with the (main) tenant.

**Rental agreement:** your booking confirmation.

**Booking confirmation:** the form on which the name of the main tenant, the rental period, the rental price and the requested additional services are indicated.

### Agreement:

The agreement is concluded between the landlord and the tenant.

The landlord is entitled to refuse the reservation on the grounds of age and group composition. The landlord is entitled to set additional conditions at any time after booking. The statutory right of withdrawal (cooling-off period) does not apply to the agreement. This agreement is governed by Curaçao law. Any disputes will be submitted to the competent court in Curaçao.

## **Subject**

The villa can accommodate up to 10 people. **We also set the condition that the tenant is at least 25 years old**, and that he is present in the house during the entire rental period to accompany young people/children who may be staying in the house. The villa is only rented for holidays. Celebrations and other gatherings with more than the number of people reserved are not allowed in the villa.

Please send a copy of the passport of the main booker when signing the contract.

## **Acceptance of good condition**

The landlord offers the property and the tenant accepts the property in the condition as it is, in good condition, safety, hygiene and habitability.

## **Destination and use**

The villa is intended for holiday residence. Any modification by the tenant to the destination or use of the villa is not permitted.

The villa sleeps 10 and has facilities for up to 10 people. It is not allowed to occupy the house with more than the stated maximum number of people.

Condition of the villa: the rented property will be completely cleaned and brought to a neat condition before it is put into use. When leaving the house, the house must be returned in a neat condition (cleaned up). We assume that you will put everything back in its place before departure, if necessary, the dishes have been done and the used household appliances have been cleaned. If this turns out not to be in order and additional cleaning costs arise, these will be charged to the tenant through the deposit.

The tenant will respect the rental guidelines and will treat the rented property and its contents as a good family man in all situations. This includes, among other things, closing windows and doors in wind/rain, locking the house in absence, switching off all electrical appliances when not in use. If the tenant does not comply with this or if nuisance is caused to surrounding residents, the tenant reserves the right to terminate the contract with immediate effect.

## **Transfer and subletting**

The tenant is not allowed to transfer his rights, nor to rent the property to third parties.

## **Payment and terms**

The rent must be paid in 2 parts. 50% of the rent must be paid immediately after booking. The remaining rent of 50% must be paid no later than 6 weeks before arrival. This only applies if you book more than 45 days before arrival. For reservations made within 45 days of arrival, the full rental fee including deposit is required to make your booking. The remainder, including the deposit, must be paid 45 days before arrival, otherwise your reservation will be lost. The reservation will expire if the full deposit is not received within 45 days of arrival.

When paying 50% or the full payment, you agree to the terms and conditions. No deposit of 50% or full deposit within 45 days of arrival? Then there is no reservation.

The landlord's obligation to provide access to the property is postponed until the rent has been paid in full and the lease, signed, is in the possession of both parties.

The landlord reserves the right to terminate the agreement due to unforeseen circumstances. In that case, the tenant will be informed of the cancellation of the rental contract as soon as possible and will be refunded the rent already paid within one week of cancellation. In the event of unilateral termination by the tenant, amounts already paid will never be refunded!

## **Rental deposit**

To ensure a successful completion of the rental contract, the tenant pays a deposit of € 750 to the landlord before he can use the property. The deposit will be deposited into the landlord's bank account at least 6 weeks before the start of the contract, we recommend that you pay it together with the remainder of the rent.

The landlord's obligation to provide access to the property is postponed until the deposit has been paid in full. In the event of non-payment, the agreement will be considered dissolved on the effective date. The deposit is completely separate from the rent to be paid.

If no damage has been done, the deposit will be refunded by the landlord within 2 weeks after the rental period.

## **Tenant's liability**

The tenant is liable for damage caused to the holiday home by himself and/or by his travel companions or visitors. He is responsible for the house during the rental period and he is committed to keeping the house neat and clean. The BBQ must also be clean and empty. If this is not the case, €100 will be deducted from the deposit.

The tenant is not allowed to accommodate more or other persons in the holiday home than those mentioned on the contract.

The tenant is responsible for all forms of damage, including to contents, as determined by the landlord at the end or after the rental period.

All damage must be reported to the landlord before the tenant's departure.

In case of no damage, the rental deposit will be refunded by the landlord to the tenant by bank transfer via bank account within 2 weeks after the expiry of this contract, after settlement of charges or costs.

## **Visit of the landlord**

The landlord is allowed, by means of an appointment with the tenant, to visit the house/garden, with the aim of checking whether all obligations are being carried out. This right must take into account the private life of the tenant and be exercised in moderation.

## **Responsibility in the event of accidents and burglary**

The landlord, the owner of Casa Masana, is not responsible for accidents that happen in and/or around the house.

The landlord accepts no further liability for:

- a. the disabling or decommissioning of technical equipment in the homes, temporary outages or malfunctions in and around the home of water and/or energy management;
- b. unannounced street and construction work around the house;
- c. the non-execution or partial performance of the rental agreement in the event of force majeure. This also includes the event that the service providers engaged by the landlord remain negligent;
- d. damage caused by (natural) disasters;
- e. Internet Storingen;
- f. nuisance caused by activities outside the rented plot.

The tenant is responsible for theft of and damage to the contents if the theft occurs without traces of burglary. In the event of theft without traces of burglary, e.g. by not locking windows or doors in their absence, or by not activating the alarm system when there are no people in the villa, the tenant is liable for the damage suffered.

## **Arrival and departure**

Arrival: from 4:00 p.m.

Departure: no later than 12:00 noon, unless otherwise agreed in writing and there is no arrival of new guests that day.

In connection with the deposit and meter readings, the property will be inspected by the manager together with you on arrival and departure and the meter readings will be taken together with you.

You can arrive or leave any day. There is a minimum stay of 7 nights, with Christmas a minimum of 14 nights.

## **Praise:**

The price quotes of the accommodation are regardless of the number of bedrooms used. There is a maximum of 2 people per bedroom. The rental prices include:

- Water
- Pool maintenance
- Sheets and towels

The rental prices do not include:

- Final cleaning and intermediate cleaning. These costs will be charged separately
- Tourist tax 7%
- Electricity consumption at € 0.55 cents (per kilowatt hour)
- Cleaning BBQ, oven, induction plate, microwave and dishwasher

For stays longer than 7 nights, there is a mandatory intermediate cleaning (an additional charge will be charged). Extra cleaning/linen service (on request) is not included.

## **Cancellation of the reservation:**

1. Cancellation is possible up to 30 days before arrival, in which case the customer will be refunded 50% of the total rent. 50% of the total rent is cancellation fees and any credit card processing fees that have been incurred.
2. Cancellation from 30 days before arrival: the full rent is due. All deposits paid so far are non-refundable, except that your security deposit will be returned.
3. If the customer leaves before the agreed departure date, no part of the rental price will be refunded. You will only get your deposit back after deduction of costs.
4. Cancellations must be made in writing.
5. In case of no-shows, delays and early departures, there will be no refund of the rental.

That is why we recommend that you take out cancellation insurance and travel insurance.

## **Remainder**

Any printing errors in this contract, our website or other forms and documents are subject to change. The landlord has the right to amend the contract in the event of printing errors.

The landlord reserves the right to make changes if applicable.

The landlord, owner of Casa Masana Curaçao is under no circumstances liable and responsible for damage caused to all persons involved or movable and immovable property. The tenant hereby waives any recourse against the landlord, the owner of Casa Masana Curaçao.

This rental agreement is exclusively governed by Curaçao law. All disputes arising from the rental agreement will be settled in the first instance by the competent court in Curaçao.

Pets are not allowed.

Smoking is not allowed in the house, but it is allowed on the balcony or outside porch

Parking policy: 2 cars can be parked at the house.

Waste policy: the house must be properly inhabited. Due to vermin, it is forbidden to leave (garbage) bags or food in and around the house. For waste, the container in front of the house should be used.

Use of the swimming pool is entirely at your own risk. Children should only be supervised by an adult in or near the pool. The landlord, owner of the villa, can under no circumstances be held liable for accidents and/or incidents.

**Insurance:**

The landlord has insured the house and its contents against the usual risks and on the usual conditions with a local insurance company. The goods belonging to the tenant are not insured under this policy. We recommend that you take out proper travel insurance.

**Termination of the rental agreement:**

Dissolution can be done by the landlord without compensation in the event of force majeure situations such as fire, natural disasters, etc. In all other cases, the landlord will compensate you up to the maximum of the amount already paid by the tenant. The landlord has the best efforts obligation to look for a comparable accommodation.

These terms and conditions apply to your stay at Casa Masana Curaçao. The house rules are part of the terms and conditions, by booking the villa you agree to these terms and conditions.