



# VILLA CARIBBEAN VIEW

## **GENERAL TERMS AND CONDITIONS FOR THE VILLA CARIBBEAN VIEW PLOT 15 CORAL ESTATE - CLIFF ST. MARIE – ST. WILLIBRORDUS**

Before making a reservation, we ask that you to read our General Terms and Conditions. A written rental agreement is drawn up for every reservation. In this agreement, the tenant fully accepts our General Terms and Conditions and the agreed proposal.

The General Terms and Conditions form an integral part of the rental agreement of Villa Caribbean View – Plot 15.

Important: The tenant has to send a scanned-in copy of the rental agreement by e-mail or by post.

### **Reservations**

Once the availability has been enquired about and checked, the tenant shall confirm the reservation of the villa. The homeowner sends a rental agreement and an invoice indicating the deposit that has to be remitted before the date stated in the agreement. The agreement has to be signed and returned; the amount agreed with the homeowner is indicated in this agreement.

Deposit: The mandatory amount in order to secure the reservation is 50% of the total sum and this has to be paid within 3 days of the reservation being made.

If the reservation is made earlier than 8 weeks before the stay, a deposit of 50% of the total sum has to be remitted. The remaining 50% has to be remitted no later than 8 weeks prior to the stay.

Further allowances will not be made for confirmed reservations for which the corresponding deposit is not received. If the sum relating to the reservation is not paid within the stated period of time, the homeowner reserves the right to cancel the reservation.

Confirmation The reservation is confirmed as soon as the deposit of 50% of the rental has been received by the homeowner and the rental agreement, which has been signed by the tenant, has been returned within the period concerned and before the date indicated in the contract.

The remaining amount of 50% has to be paid no later than 8 weeks before the first rental date. If this condition is not met, the homeowner reserves the right to nevertheless declare the contract null and void, without informing the tenant of that beforehand and without the tenant being entitled to compensation or reimbursement of the deposit.

Once the total amount has been paid, the homeowner shall send a confirmation for the stay by e-mail or by post, together with all the important information concerning your stay, as well as the address and route directions to the meeting place of the house owner or his/her representative.

### **Method of payment**

Your reservation will be confirmed by depositing the agreed amount in the bank account stated. In the event of the amounts due not being paid in time, the homeowner shall send a written reminder. If the payable amount has not been received by the homeowner within 7 days of the date of the reminder, the contract shall be deemed to have been cancelled.

In that case, the homeowner will charge cancellation costs as described under Cancellation in these terms and conditions.

**Rates**

The rates mentioned on the website are in Euros per week. The rates are based on the economical situation on the date that the contract is signed. We reserve the right to change the rates without informing you of this beforehand. However, after the rental agreement has been signed, the price can no longer be changed.

Bed linen and bathroom linen are included in the price. Pool cleaning 1/2x per week.

**Use of water and electricity**

Excluding the rental price is the use of water and electricity as follows:

electricity you have to pay at the rate of € 0,38 per kW, water you have to pay at the rate of € 6,-- per m<sup>3</sup>.

**Final cleaning**

The cost for final cleaning of the villa is as follows:

2/4 persons € 125,--

6 persons € 150,--.

**Tourist taxes**

7% tourist taxes (VAT) will be charged.

**Security deposit**

A security deposit shall be requested of € 500,00 (five hundred Euros) for the rental of the villa. The security deposit has to be remitted at the same time as the agreed rental price. This security deposit is required before the key is supplied and is a guarantee against potential damage, that could be inflicted during your stay and for settlement of the costs for water and electricity.

The security deposit shall be paid back within 7 days in the event that no material damage or loss is established by the owner or his/her manager.

**Pets**

If the presence of pets is required, a request should be submitted to the homeowner to this effect plenty of time before the reservation is made. In the event that this is not done, the reservation can be cancelled immediately, without the right to a refund of money already deposited.

**Capacity of the accommodation**

The number of persons stipulated in the rental agreement may not be exceeded and taking along extra beds, tents, caravans, etc., is not permitted.

If the number of persons permitted to spend the night is exceeded, upon your arrival or during your stay, you will be at risk of access being denied or you may be asked to leave.

**Arrival and departure**

The arrival shall take place at the agreed date from 16.00 hours onwards. Departure shall take place before 10.00 in the morning. If you would prefer different arrival and/or departure times, you can discuss this with the manager. If you are unable to arrive on the day of the reservation becoming effective, or at the stipulated time on account of problems during your journey, strikes or for personal reasons, no refund will be paid. This also applies to an earlier departure than agreed.

**Cancellation**

The homeowner has to be informed of all cancellations by registered letter.

All stays that are interrupted or shortened, or non-appearance for whatever reason, does not entitle tenants to a refund.

Should the tenant cancel the rental agreement, the following cancellation costs are charged:

- a. in the event of cancellation more than 8 weeks before the start of the reserved stay, an amount of 50% of the total rent is owed.
- b. in the event of cancellation as from 8 weeks before the start of the reserved stay, the full rent is owed.

You are advised to take out a cancellation insurance.

### **Descriptions**

Upon arrival, it should be verified whether the accommodation meets the descriptions of the reserved villa. You should check the fixtures and fittings in the villa, based on the list of fixtures and fittings that you are given upon arrival in the villa.

### **Swimming pool**

The swimming pool must not be emptied. In no event may the tenant touch the swimming pool's equipment/tools. Use of the swimming pool and its surrounding area is wholly and solely the tenant's responsibility.

### **Having disposal over the rented object**

The villa and its installations are handed over in a perfect condition. Any complaints relating to the aforementioned will not be accepted if received more than 24 hours after arrival.

The homeowner undertakes to properly maintain the rented object. The repairs that have to be carried out as a result of failure to act, negligence or poor care for the rented villa shall be borne by the homeowner.

The tenant undertakes to take the peace in the neighborhood into account and not to cause any noise nuisance for the neighbors.

In the event of any damage to furniture and all the equipment mentioned on the list of fixtures and fittings or should this be missing, the cost of this shall be borne by the tenant.

The homeowner cannot be held responsible for special circumstances such as: force majeure, climatological catastrophes or nuisance that interrupts or stops the stay, or that means the stay becomes impossible.

### **Final clean**

At the end of the stay by the tenant, the rented villa has to be handed over 'broom clean'. Crockery with accessories have to be placed in the cupboards in a clean state or has to put in the dishing washer.

Any furniture that has been moved around has to be returned to its original position. The manager is entitled to charge additional costs if the aforementioned is not adhered to.

### **Insurances**

The tenant must insure themselves with an insurer against any risks during the stay, such as theft, loss or damage to personal possessions and against damage to the furniture, etc. of the rented villa and against the damage that can be caused to the buildings on account of any negligence.

Under no circumstances can the homeowner be held liable for the aforementioned and stresses emphatically that it is the responsibility of the tenant to take out insurance for this should he/she deem this to be necessary.

### **Cancellation by the homeowner**

The homeowner may only cancel the rental agreement, or amend this, in the following cases:

- a. in the event of force majeure, such as war, strike, a natural disaster, extraordinary weather conditions, fire.
- b. on account of grave circumstances. Understood to be meant by grave circumstances are circumstances that are of such a nature that further ties of the homeowner to the agreement cannot reasonably be demanded.

A refund of the full invoice amount shall be made. Any other loss suffered as a result of the cancellation or amendment shall not be compensated by the homeowner.

### **Liability**

The homeowner accepts no responsibility for:

- a. Theft, loss or damage, of whatever kind, during or as a result of a stay in our villa. The technical equipment in the accommodation going out of order, or being out of action, temporary failure or breakdown of the maintenance of water and/or power, internet in and around the holiday accommodation, digging up the street and construction work around the villa that is not announced beforehand;
- b. Obvious errors or mistakes on its websites or other notices.
- c. The homeowner and/or manager cannot be held responsible for accidents in and around the house.
- d. The tenant is jointly and severally liable for all loss and/or damage to the rented villa and the fixtures and fittings therein, irrespective of whether this is the result of acts or omissions of the tenant or of third parties who are in the rented villa with the permission of the tenant.
- e. In the event of incorrect use or if the rented villa is left behind in an incorrect manner, additional costs can be charged to the tenant.

### **Legal effectiveness**

For the legal effectiveness: the parties acknowledge the exclusive legal competence of the Law Courts of Amsterdam. Signing the rental agreement and the confirmation of this also means that you have been informed about the general terms and conditions of rental and that you accept these without exception.

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