

General rental conditions Villa Buena Vida Curaçao, Marbella Estate Jan Thiel

Application

- These general rental conditions apply to reservations and agreements relating to Villa Buena Vida Curaçao (hereinafter referred to as "villa").
- In these general rental conditions, the term "tenant" refers to the person who enters into a rental agreement with the owners regarding the rental of the villa.
- Any deviations from these general conditions are only valid if agreed upon in writing in advance.

Receiving keys/gate passes

The key and gate passes will be handed over at the villa by the manager.

The tenant is never entitled to duplicate the keys/gate passes for any reason whatsoever. Should the tenant nevertheless do so, a fine of €500 (five hundred euros) will be due, without prejudice to the actual costs. The keys/gate passes are provided to the tenant on loan by the villa manager. The keys/gate passes remain the property of the villa owners and must be returned to the manager on the departure date after the stay. In the event of loss, theft, or any other misuse of keys/gate access passes, the tenant is liable for a fee of €100 (one hundred euros) per key/gate access pass.

If the tenant and/or other occupants are locked out of the villa, a fee of €50 (fifty euros) will be charged. This fee will be deducted from the deposit. For verification purposes, the manager may ask the tenant for identification before handing over a copy of the key.

Accommodation rules

The villa is intended solely for residential use. You will be staying in a gated community; it is not a holiday resort. This means, among other things, that there must be no disturbance to neighbors, nude or topless sunbathing, and/or parties or other gatherings where more than the number of people booked will be present, unless you have received prior written permission from the villa owners or the manager.

No noise disturbance is permitted between 11:00 PM and 7:00 AM in order to respect the local residents. If in doubt, consult the manager.

Arrival at the villa is after 4:00 PM. The villa must be vacated by 10:00 AM on the day of departure. The villa is managed by Property Care Curaçao. The manager will welcome the tenant, show them around the villa, and is available to answer any questions regarding the villa's occupancy. A folder with important information, house rules for the villa, and those of Marbella Estate, is available in the villa.

The tenant and other occupants must behave responsibly in and around the villa during their stay. The use of narcotics in and around the villa is prohibited. The villa is non-smoking. Smoking is permitted outside on the terrace/balcony, unless otherwise indicated. If you decide to smoke in the villa, an additional cleaning fee will be charged.

Open fires (BBQs, oil lamps, etc.) are strictly prohibited in the palapa. Fireworks may never be set off in or near the villa or at Marbella Estate. Any resulting damage will be borne by the tenant.

Pets are not allowed.

Having more people in the villa than agreed upon at the time of booking, or the maximum number of people applicable to the villa, is strictly prohibited without the permission of the villa owners, unless otherwise agreed in writing. This may result in the early termination of the rental agreement by the villa owners, without refund of the rental fee.

Moving cabinets, beds, televisions, or taking any of the interior furnishings outside is prohibited, with the exception of crockery, glasses, and cutlery.

Use of the private swimming pool at Villa Buena Vida Curaçao

The use of glassware is prohibited in and around the swimming pool. Plastic cups are provided in the villa.

The large communal swimming pool at Marbella Estate

- Opening hours are from 7:00 AM to 9:00 PM.
- The use of glassware is prohibited in and around the swimming pool.
- Showering is mandatory before entering the water.
- (Children's) parties at or near the pool are not permitted without written permission from the management. Parties, with permission, may only be held for the owners, residents of Marbella Estate, and their guests.
- After using the pool, waste must be disposed of in the designated container.
- Pets are prohibited near and in the pool and adjacent green areas to prevent bacterial contamination of the water and the surrounding area.
- Decent swimwear is required.
- Quiet hours must be observed in and around the pool between 9:00 PM and 7:00 AM.

Liability/complaints/damage

The tenant and other occupants are fully and severally liable for all damage to the villa, its inventory, and all items belonging to the rented villa during the relevant rental period, unless the tenant and other occupants can demonstrate that the damage is not attributable to them. Any discovered damage or defects must be reported immediately to the manager by the tenant.

The owners of the villa accept no liability:

- for theft, loss, or damage of or to property or persons, of any nature, during or as a result of the stay in and around the villa
- for construction activities in the vicinity of the villa
- in the event of a power outage or the inoperability of technical equipment, utilities, or the inability or partial inactivity of the internet and/or television.

The costs of normal maintenance and repair of defects are the responsibility of the owners of the villa. If defects occur, the tenant must notify the manager immediately and follow the instructions as closely as possible.

Departure and final cleaning

All costs incurred as a result of the tenant's failure to return the villa on time will be charged to the tenant. Items remaining after the tenant's departure will be retained for a reasonable period. No liability will be accepted for these items.

At the end of the stay, the tenant must leave the villa tidy. The kitchen appliances and BBQ must be left clean, garbage must be placed in the bin, the safe must be emptied, and the door must be left open.

The final cleaning costs are the responsibility of the tenant. This will be included in the invoice at the time of booking.

Applicable Law

Dutch law applies to all terms and conditions of the rental agreement/house rules, as well as any disputes arising from them.