



Kaminda San Sebastian 11B
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General Terms and Conditions

General terms & conditions for rental of bungalows, apartments and safari tents Bandabou Breeze Curacao

Application

1. These general conditions apply to all offers, reservations and contracts relating to all accommodations and other facilities, which are rented out by Bandabou Breeze Curacao or other companies.
2. In these general conditions the term "tenant" means: The person who concludes an agreement with Bandabou Breeze to rent/use the accommodation. The term "user" means the tenant and the fellow tenants who use the accommodation rented by the tenant and/or use other facilities.
3. These general conditions apply regardless of your (prior) reference to possible own terms or to other general conditions. Bandabou Breeze disclaims all other general conditions used or referred to by you.
4. Any agreement deviating from these general conditions will only be valid if confirmed in writing.

Reservations

1. Bandabou Breeze only accepts reservations of persons who are 18 years of age or older. Reservations made by persons under that age are not valid.
2. Since October 1, 2024 also children are welcome at the resort. Young children under supervision from their parents. Because the pool is more than 1.40 mtrs deep and there is no lifeguard present, swimming is at own risk, children with no swimming license only under the supervision of their parents.
3. Bandabou Breeze only accepts reservations for a stay of minimum 3 nights.
4. If Bandabou Breeze accepts your reservation, Bandabou Breeze will send you a confirmation mail and an invoice. You have to check this on accuracy. Any inaccuracies should be communicated immediately to Bandabou Breeze.
5. The agreement between you and Bandabou Breeze means that Bandabou Breeze rents accommodation to you that is property of third parties. Bandabou Breeze has the right, acquired by agreement with the owner, and is authorized to conclude rental agreements with tenants on behalf of the owner.
6. The agreement between you and Bandabou Breeze is established at the moment Bandabou Breeze sends you a confirmation mail and the invoice.
7. The agreement covers rental of accommodation and/or other facilities for recreational use which by its nature is short term.
8. After sending the confirmation and the invoice Bandabou Breeze will reserve the accommodation up to 10 days. If the agreed amount of the reservation is not credited to the account of Bandabou Breeze within these 10 days, the reservation will be cancelled. After this period of 10 days, you cannot derive any rights to the reservation if payment has not been received by Bandabou Breeze. The reservation is final once the full amount of the invoice is credited to Bandabou Breeze.

Amendment of the agreement

1. If, after conclusion of the contract, you wish to make amendments, Bandabou Breeze is not obliged to accept these amendments. Bandabou Breeze is free to choose whether or not to accept these changes. If Bandabou Breeze accepts your changes, a modification fee might be applicable.

Replacement

1. It is for the entrepreneur, the tenant and other users not allowed to cede/grant the use of the accommodation to others than the persons mentioned in the agreement, unless otherwise agreed in writing with Bandabou Breeze.
2. If you and Bandabou Breeze have agreed that you and/or one or multiple users are replaced, you will continue to be liable towards Bandabou Breeze, alongside the renter and/or users which will replace you and/or other users, for the payment of the rental, the possible change fee and any additional costs arising from the replacement and any cancellation fees.



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Extra costs

1. 7% sales tax (O.B.) will be charged on top of the rental fee (the prices you see at our website are including OB).
2. Air conditioning will be charged based on consumption, at USD 0,93 per Kilowatt, plus 7% tax.

Arrival and departure

1. You can check-in from 3 pm on the agreed day of arrival, as indicated on the confirmation of the reservation. Check-out time on the agreed day of departure as stated on the confirmation of the reservation is 11am at the latest. The tenant can use the facilities of Bandabou Breeze throughout the day of departure.
2. If you agree with Bandabou Breeze to stay for a longer period than initially confirmed, Bandabou Breeze is still entitled to designate another accommodation.
3. If the use of the accommodation and/or other facility is terminated earlier than on the agreed date, as indicated on the confirmation of the reservation, the tenant is not entitled to a refund of (part of) the rent and/or costs.

Regulations

1. Since our new concept October the 1st 2024 we kindly ask you to be clothed. It's not allowed to be naked at the resort.
2. In accordance with the local regulations one is obliged to legitimate oneself at "check-in" upon request. If the guests cannot show their identity card, Bandabou Breeze is not allowed to accept the guests.
3. The accommodation may be inhabited by up to 2 people (except the 2-bedroom apartment, the bungalows and apartment with bedsofa). Inhabitation of more than 2 persons is possible but should be announced to and approved by the management in advance.
4. Smoking is not allowed inside the accommodation. On the porch it is not allowed to smoke, only at a part of the pool terrace.
5. The swimming pool is open from 7 am till 9 pm. Outside these hours we kindly ask you not to make noise to ensure an undisturbed rest of all our guests.
6. For committing necessary maintenance you will allow (construction)work and activities being carried out at the accommodation and other facilities during your stay without the right to compensation.
7. The tenant must leave the accommodation sweep-clean. The dishes must have been done, the bedding picked up, the kitchen and refrigerator cleaned and the garbage bags placed in the container near the parkingplace.
8. Bed linen, bathtowels are included in the rental price and will be changed 1 or 2 times a week.
9. A washing machine is available. You can ask the management, it will be charged with checkout. To dry the laundry we kindly request you to use the drying rack which is available in each accommodation.
10. If the renter and/or fellow users misbehave, Bandabou Breeze has the right to remove these persons from the resort immediately, without refund of (a part of) the rent.

Pets

1. Pets are not allowed in the accommodations, unless you have permission from the management.

Breakage, loss

1. The renter is liable for damage caused by breakage and/or loss and/or damage on inventory and/or accommodation. Any damage must be reported by the tenant to Bandabou Breeze immediately, and should be compensated immediately unless the tenant can prove that the occurrence of the damage is not due to fault of himself, other users or any of the members of his company.



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Cancellation Costs

1. If a reservation is cancelled by the tenant, cancellation costs payable by the tenant are applicable. If cancelled until 30 days before arrival 50% of the total costs are due and from the 30th day before arrival or later the total costs of the agreed rental price including taxes are due.
2. If you have not arrived within 24 hours after the agreed arrival date without further notice, it is regarded as a cancellation.

Force majeure and modification

1. In the case Bandabou Breeze is (temporarily) not able to perform the contract in whole or in part, due to force majeure, you will be submitted an amendment proposal (for other accommodation/other period etc.) within 10 days from the moment Bandabou Breeze became aware of the impossibility to execute the agreement.
2. Force majeure on the side of Bandabou Breeze exists if the implementation of the agreement in whole or in part, whether or not temporarily, is prevented by circumstances beyond the control of Bandabou Breeze, including war danger, strikes of the staff, blockades, fire, flood and other disturbances or events.
3. You are entitled to reject the proposed amendment. If you reject the amendment, you should report this within 10 days after receipt of the amendment proposal. In that case Bandabou Breeze has the right to terminate the agreement with immediate effect. In which case you are entitled to remission and/or restitution of the (already paid part) of the rental costs. In that case, Bandabou Breeze will not be obliged to compensate for any damage.

Liability

1. Bandabou Breeze accepts no liability for theft, loss or damage of or to property or persons, of whatever nature, during or as a result of a stay in the resort and/or rental/use of the accommodation, unless there is intent, fault or negligence of Bandabou Breeze or (one of) its employees.
2. Liability for damages consisting of loss of business and pleasure or other consequential damages, is excluded under all circumstances. Bandabou Breeze is furthermore in no case liable for damage for which compensation is claimed pursuant to a travel and/or cancellation insurance or any other insurance.
3. Bandabou Breeze is not liable for defects or interruptions in service by third parties services rendered.
4. Liability based on unlawful act is in any case limited to a maximum of USD 50.000,- per guest per stay for personal injury and liability for material damages is in any case limited to a maximum of USD 1.500,- per renter/user per stay.
5. Together with the user, you are personally and severally liable for all loss and/or damage to the leased accommodation and/or property of Bandabou Breeze, occurred during the use thereof by you and/or other users, regardless of whether this is the result of acts or omissions by you and/or of third parties who are with your permission on the resort.
6. In case of misuse of the accommodation or inventory or leaving behind the accommodation or inventory in a incorrect way (including serious pollution), charges are applicable, which you are obligated to pay immediately.

Applicable law

1. On the agreement between you and Bandabou Breeze the exclusively Dutch/Curaçao's Caribbean law is applicable.

Generally

1. Bandabou Breeze accepts no liability for translation, printing and editorial errors.

Bandabou Breeze, 2024 A Heart for Nature BV, Curaçao