



**Lovely Villas B.V. mediates professionally for you in the lease / rental of a holiday villa or apartment in Curaçao, with the established conditions listed here;**

**Article 1 – Formation and content of agreement:**

1. The contract is formed by the acceptance by the tenant for the offer from Lovely Villas. After completion of the agreement the tenant receives a confirmation by email, in the form of an invoice.

**Article 2 – Payment:**

1. At the conclusion of the agreement, a deposit of 30% of the total agreed rental price must be paid. If this payment has reached us, the reservation is 100% solid.
2. The remainder of the rent must be received 9 (nine) weeks before arrival date by Lovely Villas. In case of late payment, the tenant is in default. Lovely Villas will remind the tenant by email. He has then still the possibility to pay the amount within 7 work days. If there is still no payment, the agreement is considered cancelled of the day of default. Lovely Villas is entitled to charge € 75.- cancellation fee.
3. If the travel contract is established within 9 weeks before arrival date, the entire rent should be paid immediately.

**Article 3 – Rent:**

The published rental price is per accommodation, unless indicated otherwise. The published rental price is based on prices, exchange rates, duties and taxes as at Lovely Villas known at the time of printing the publication.

**Article 4 – Travel documents:**

Lovely Villas makes the required lease documents (sales order) and sent this by email to the traveler.

**Article 5 – Changes by the tenant**

After completion of the agreement, the tenant may request amendments. Subject to the condition that the tenant meets the changed rent deducted from the payments already made. Above that, he has to pay the change costs of € 35, -.

**Article 6 – Cancellation by the tenant:**

If a contract is cancelled, next to the reservation and administration costs (€ 250, -) the following cancellation costs:

- a. At cancellation till 42 days prior to arrival: the deposit (30% of the rent)
- c. Cancellation from the 42<sup>nd</sup> day (inclusive) until the 28<sup>th</sup> day prior to arrival: 60% of the rent.
- c. Cancellation from the 28<sup>th</sup> day (inclusive) until the day of arrival: 90% of the rent.
- d. Cancellation on the day of arrival or later: the full rent.



**Article 7 – Deposit:**

The tenant pays, by bank or Paypal, a deposit to Lovely Villas for the rented accommodation. Lovely Villas will, at the end of the rental period, refund the deposit within 4 days, minus what is owed to Lovely Villas, such as usage of electricity / water, damage, etc.

**Article 8 – Obligations Lovely Villas:**

Lovely Villas is obliged to make the rented available and in good condition for tenant on the agreed date and time.

**Article 9 – Obligation tenant:**

Tenant is required to properly use the rented and hand back in good condition, clean and complete, with no damage. Major cleaning costs are not included in the rent.

**Article 10 – Damage:**

Tenant is liable for the damage to the rented property, including damage or loss (part of) inventory, caused during the rental period and through the fault of the tenant. Lovely Villas advises the tenant to a travel and cancellation insurance.

**Article 11 - Cost recovery:**

The costs of normal maintenance and repairs will be for the owner. Should defects occur, the tenant must immediately notify the manager / owner of the property and follow the instructions as good as possible. Any costs made therefore by the tenant are paid back by the owner, if the manager / owner agrees and approves.

**Article 12 –Cancellation by Lovely Villas:**

- 1: Lovely Villas has the right to cancel due to significant circumstances.
- 2: Significant circumstances are such that further alignment of Lovely Villas to the agreement cannot reasonably be demanded.
- 3: If the cause of the termination can be allocated to the tenant, the resulting damages are to be paid by the tenant.

**Article 13 – Amendment by Lovely Villas:**

- 1.: Lovely Villas reserves the right to change the agreed service due to grave (force majeure) conditions. He shall notify this within 72 hours (3 days) to the tenant, after Lovely Villas is aware of these changes.
- 2a.: In case of changes, Lovely Villas give the tenant an alternative offer. He does this within 72 hours (3 days).
- 2b.: The alternative offer has to be at least equivalent. Equivalence of alternative accommodation should be judged by objective criteria and should be determined to the following condition: the location of accommodation in the place of destination, the type and class of the facility the accommodation offers.
- 3a.: the tenant who uses his right to change or reject the alternative offer, must express this within 72 hours (3 days) after receiving the notice of the change or alternative offer.
- 3b.: In that case, Lovely Villas has the right to cancel the contract immediately. He must, on pain of forfeiture, make use of this right within 72 hours (3 days) after receiving the notice of the refusal by the tenant. The tenant has, in that case, right of remission or refunds the rent (or, if the trip is enjoyed partly, to repay a proportionate part thereof) within 2 weeks.
- 4a.: If the cause of the change can be attributed to Lovely Villas, the resulting damage to the



passenger will be on behalf of Lovely Villas. Whether this is the case, is determined on the basis of Article 14.

4b.: If the cause of the change can be attributed to the tenant, the resulting damage is to be paid by the tenant.

4c.: If the cause of the change can neither be attributed to the tenant nor to Lovely Villas, both parties pay their own damage.

4d.: If the cause of change lies in an airplane company, Lovely Villas is never held responsible.

#### **Article 14 – Liability and Force Majeure:**

1.: Lovely Villas works as a professional agent for renting private holiday homes to tourists. Lovely Villas is responsible for correct execution of your booking. The owners of these houses are liable for their property and the rent of it. Lovely Villas know all these properties in detail and that these properties meet the description on our website [www.vanlennep-verhuur.com](http://www.vanlennep-verhuur.com) The tenant has the right to receive the rented house as it is described on the site, this falls under the responsibility of Lovely Villas. Each owner has a manager who manages the property which ensures a clean and complete house. This manager acts on behalf of the owner and has as mission to offer the property as defined on the website. With disputes about the property of parts of the house, Lovely Villas will mediate between the tenant and the homeowner to a good and acceptable final result for the tenant and owner. Houses that (no longer) meet the high standards of Lovely Villas will be removed immediately from our offer on the website. If an owner can't meet the rental as described, Lovely Villas makes sure to offer a comparable alternative.

2.: For failure caused by force majeure, Lovely Villas will make every effort to provide a solution within the limits of the circumstances. This to in direct consultation with the homeowner. Force majeure means unusual and unforeseeable circumstances beyond the control of the person relies on and whose effects, despite all precautions, could not be avoided. Examples of force majeure are natural disaster, storm or flood, strikes, burglary or robbery, construction activities in the environment, war threats; house isn't rentable (for example caused by fire or sale).

#### **General:**

Lovely Villas is a professional party for mediation of vacation villa's and apartments on Curacao. We are very careful with the information given and the correctness of it.

Our website is under constant attention for the text and pictures.

The most important thing is that it has to be a realistic reproduction of the villa/ apartment and the surroundings.

In case of calamities we will act, and justice is our main thing!

**Lovely Villas stands for reliability and service!**