

GENERAL TERMS & CONDITIONS CORAL ESTATE SERVICES

IN SHORT

Rates mentioned on this website are 'from' rates based on 2 persons per villa. The rates may vary, depending on the category of the villa, number of guests per villa, the number of occupied bedrooms and the season.

The minimum stay is 4 nights. A stay of less than 4 days may be possible upon request. If this is possible, we will charge a short stay fee. The amount depends on the season and the villa. We can give you the exact amount when you make a booking or request a quote.

Our low season runs from November 1 until December 16, from April 1 until April 21, from May 8 until July 7 and from September 4 until October 31. Our mid-season runs from January 8 until March 31, April 22 until May 7 and from July 8 until September 3. Our season runs from December 17 until January 8. These dates might vary yearly by a couple of days.

The rates mentioned on the quote or booking confirmation is in US Dollars. Rates in Euros may be mentioned as well, but since currencies vary, the rates in US Dollars are always binding.

GENERAL TERMS & CONDITIONS CORAL ESTATE SERVICES- FULL VERSION

1. APPLICABILITY

1.1 These General Terms & Conditions apply to all offers, bookings and agreements relating to all accommodations that are rented by Coral Estate Services (CES) or its affiliates.

1.2 These Terms and Conditions apply regardless of your (previous) reference to any personal terms or other terms and conditions. CES rejects all terms and conditions to which you refer or which you use.

1.3 Agreements deviating from these General Terms & Conditions are only valid if agreed upon in writing by all parties.

2. BOOKINGS

2.1 CES will only accept reservations from persons 18 years or older. Bookings by persons under that age will be invalid.

2.2 CES reserves the right at all times -without reason- to refuse a booking.

2.3 The contract between you and CES will be established the moment CES has sent you a written confirmation/invoice of your booking.

2.4 This written confirmation/invoice will be sent within 14 days after the booking is made. Guests must check the correctness of this confirmation/invoice immediately upon receipt.

2.5 If you are not in possession of a written confirmation/invoice within 14 days after the reservation was made, you must immediately contact your booking office. Failing to do so can result in losing your right to the booking/reservation.

2.6 The minimum stay is four nights. If you wish to stay less than four nights, CES charges a short stay-fee. The amount depends on the season and the villa.

2.7 Our low season runs from November 1 until December 16, from April 1 until April 21, from May 8 until July 7 and from September 4 until October 31. Our mid season runs from January 8 until March 31, April 22 until May 7 and from July 8 until September 3. Our season runs from December 17 until January 8. These dates might vary yearly by a couple of days.

3. CHANGES TO YOUR BOOKING

3.1 If, after finalization of the agreement, you wish to make amendments to your booking, CES is not obliged to comply. It is at the discretion of CER to determine how and to what extent those changes are accepted.

3.2 Any possible changes in your reservation are based on availability. CES will not charge a modification fee. If we can rebook your stay for you, it will be at the applicable rates of the new date of stay.

4. CHANGES IN TENANTS

4.1 Tenant is not permitted to let the accommodation be used by anyone other than the person(s) mentioned in the booking confirmation, unless otherwise stated and agreed upon. The conditions for use of the accommodation are stated by separate agreement.

4.2 If you and/or one or more persons in your party are replaced, you and the persons that are replaced, remain reliable to CES to pay any outstanding part of the rental fee, the costs because of the amendments (see Art. 3), and any additional costs resulting from the replacement.

4.3 Each accommodation may be inhabited by the maximum number of people stated in the brochure or on the website for the relevant accommodation.

4.4 According to the rules of the Home Owners Association of Coral Estate, it is not allowed to invite more guests than indicated on your reservation confirmation.

5. PRICES

5.1 If the costs of CES (personnel, energy, taxes, etc.) unexpectedly and provably increase after conclusion of the agreement, CES has the right to raise the prices. If this price increase is implemented within 3 months after the booking is confirmed, the increase will be a maximum of 5%. You will have the right to terminate (cancel) the contract/booking on that ground. If the price increase is carried out 3 months or more after the booking is confirmed, yet before the agreement is implemented, CES is entitled to increase prices with the actual percentage of the cost increase, without you having the right to cancel the agreement.

5.2 Discounts and/or special offers can no longer be used after the confirmation/invoice has been sent by CES.

5.3 All prices exclude taxes, where applicable, unless otherwise stated.

5.4 The rates mentioned on our website are 'from' rates based on two persons per villa, sharing one bedroom. Rates may vary depending on the number of guests and the season.

6. PAYMENTS

6.1 Rental fees of up to USD250 must be paid in full at time of booking. A deposit of 40% needs to be paid at time of booking over rental fees over USD250, with a minimum of USD250, increased with administrative costs.

6.2 The balance of the rental fee must be paid by tenant and received by CES no longer than six weeks before arrival date at Coral Estate.

6.3 If your booking is made within six weeks before the arrival date, the entire rental fee must be paid in full immediately upon booking. If your booking is done by phone, the entire rental fee must be paid within 7 days of the date of confirmation/invoice. If your booking is made by phone within 14 days before the arrival date, the entire rental fee must be paid in full immediately upon booking, with a maximum of 2 days. The full rental fee plus any additional fees must have been paid for prior to arrival date at all times.

6.4 In the event of late payment of amounts invoiced to you, you are in default. You will receive notice of this in writing by CES upon which you have the opportunity to pay the amount due within 7 days. If payment is not made, the contract is deemed to be rescinded (canceled) on the day that the period of 7 days has passed. You are liable for all damages CES suffers or will suffer as a result, including all costs CES has made regarding your booking and termination/cancellation. CES is at a minimum entitled to the cancellation fee. In such case the provisions of Article 3 apply. Paid amounts will be deducted from the cancellation fee and payment for possible additional damage.

7. ADDITIONAL CHARGES

Besides the rental fee, an administration fee, which includes booking and handling fees and (tourist) taxes, are payable by tenant as well. For Villa 85, the actual consumption costs of water and electricity are calculated afterwards.

8. CHECK-IN AND CHECK-OUT TIMES

On the day of arrival your accommodation will be ready as of 3 pm (15:00 hours). On the day of departure, you need to leave the accommodation before 11 am (11:00 hours). Depending on arrival - and departure times of aircrafts to and from Curacao, other check-in and check-out times can be agreed upon (at an additional cost) in writing.

9. (ADMINISTRATION) REGULATIONS

9.1 All guests must abide by the rules of the resort. These rules can be obtained from the reception. We reserve the right to remove you from the resort if you do not oblige to these rules and/or not follow instructions from the Coral Estate staff. In this case, you are not entitled to a refund or restitution of the paid rental fee.

9.2 CES reserves the right to do construction work and make changes in the opening hours of resort facilities without notice. For necessary maintenance work, you will allow work to be done without the right of compensation.

10. PETS

Housing of pets is only allowed by permanent residents of Coral Estate unless it concerns a service dog. If you want to stay with a service dog, you must mention this at time of booking.

11. BROKEN, MISSING, ETCETERA

The main tenant, named on the confirmation/invoice, is responsible and liable for all inhabitants of the rented accommodation(s) for an orderly course of events in and around the leased property or elsewhere in the resort. Damage, breakage and/or loss of property, inventory and/or accommodation will be paid for by main tenant on the spot unless it can be proved that the damage, breakage and/or loss is not due to the fault or negligence of main tenant or of the members of his party.

12. DEPOSIT

CER will charge a deposit in the amount of USD500 per rented accommodation. You are obliged to meet with these deposit requirements. Failing to do so can result in refusal of usage of the booked accommodation. If you keep failing payment of the deposit fee, CES is entitled to cancel the agreement with immediate effect. The deposit is refundable after a maximum of 3 months, if the accommodation was returned after check-out in a proper manner, subject to what is mentioned in article 11. Any claims for damages will be canceled by this refund.

13. CANCELLATION TERMS

13.1 Cancellation of your booking, other than by termination of the agreement by CES is allowed only under the following conditions. We handle a cancellation fee of 50% of the total rental fee with a minimum of USD250, for cancellations of more than 8 weeks before the arrival date. Cancellation within 8 weeks before the start of the stay and upon early termination of the stay, results in 100% cancellation fee.

13.2 The cancellation fees are exclusive of administrative costs

13.3 Cancellation must be reported in writing immediately to your booking office, but no later than 3 working days after the event takes place which caused the cancellation.

13.4 You are responsible for taking out a valid travel and cancellation insurance for the entire travel party. We can support you by means of a letter for the insurer, but we only owe you a refund of the travel sum paid to Coral Estate Services, in accordance with the conditions referred to in 13.1.

14. FORCE MAJEURE AND CHANGES

14.1 Force Majeure or unforeseeable circumstances that prevent CES from fulfilling the booking, partly or wholly, including (risk of) war, personnel strikes, blockades, fires, floods, pandemics and other disturbances or events. Hereafter referred to as EVENT.

14.2 Coral Estate Services and Coral Estate Rentals act as intermediaries between villa owners and guests. It may occur that a villa is offered for sale by the owner and for this reason no longer wishes to rent out the villa, or has been sold and the new owner does not wish to rent out the villa (by CER). Should one of these situations occur while you have a reservation in the relevant accommodation, we reserve the right to change your reservation to another accommodation with an equivalent or higher rate per night. If we are unable to agree on an alternative accommodation, we will refund any amount you have paid for that accommodation, minus 25% administration costs. However we cannot be held responsible for costs of reservations made with third parties (including airline tickets, car rental, etc.).

14.3 Due to the situation regarding COVID-19 and its travel restrictions, all upcoming reservations can be rescheduled free of charge subject to availability. If you wish to make use of this, you will only have to pay (or be refunded) the difference in rate if the accommodation and/or period differs in price from your original booking. If we are unable to agree on an alternative reservation, we will refund the amount already paid for the accommodation after deducting a 25% administration fee.

14.4 CES will contact you within 14 days after one of the above mentioned events has occurred to propose an amendment in accommodation and/or period for the then applicable rates.

15. LIABILITY

15.1 CES is not liability for theft (including theft from villa lockers), loss or damage either to property or persons, of whatever kind, during or due to a stay at the resort, unless there is intent or gross negligence of CES or (one of) its employees. Nor does CES assures staying at the resort meets any expectations you may have or had.

15.2 In no event shall the liability of CES lead to pay a higher compensation than three times the rent charged. Liability for damages due to loss of enjoyment and business - and other possible damages, are excluded under all circumstances. CES is furthermore in no way liable for any damages for which a claim to compensation exists in respect of a travel- and/or cancellation insurance.

15.3 Liability based upon an unlawful act is limited to a maximum of USD50.000 for personal accidents per guest per stay, and liability for material damage is limited to a maximum USD1500 per guest per stay.

15.4 CES is not liable for interruptions in service, or defects in the services provided by third parties.

15.5 You are liable for any loss or damage to the accommodation and other property of CES, whether as a result of acts or omissions of you, your traveling companions and/or third party that are present on the resort with your consent.

15.6 By agreeing to these terms you give permission to safeguard CES of all claims for damage to third party that are (partly) the result of any act or omission by you, your traveling companions or third parties who are present on the resort with your consent.

15.7 Failure to leave the accommodation in an orderly manner, including but not limited to excessive pollution, extra costs will be charged to you which you are obliged to pay.

16. COMPLAINTS

Despite all the good care CES gives to its guests, a complaint could occur. You are obliged to communicate this complaint immediately to the CES Management, in order to give CES the opportunity to solve this complaint. Should the complaint not be handled to your satisfaction, you have until one (1) month after leaving the resort to make the motivated complaint in writing to your booking office or to Coral Estate Rentals SA, La Puerta Business Center Coral Estate, St. Willibrord, Curacao, or by email to info@coralestaterentals.com. A complaint, however, never leads to further liability than provided in Article 15.

17. DISPUTES

17.1 All disputes between you and CES relating to, arising out of, or otherwise related to this agreement will be settled by the court of law in Willemstad, Curacao.

17.2 Your right to submit a dispute to the court of law expires one year after the stay ended (or if the stay did not take place, one year after the original arrival date).

18. APPLICABLE LAW

Only the law of Curacao is applicable in this agreement between you and CES.

19. GENERAL

Obvious misprints are not binding to CES. With this agreement, all previous publications are invalid.