

## General rental conditions Jan Kok Lodges

### Application

These general rental conditions apply to all offers, reservations and agreements with regard to all accommodations, cars and facilities which are let by Jan Kok Lodges, as property of Dutch Caribbean Dreams NV.

In these rental conditions the following expressions are used: 'tenant'/'you': The person who enters into an agreement with Jan Kok Lodges with regard to rent/use of the accommodation and/or car and/or any other facilities and all co-tenants who are part of the tenant's company and share the accommodation.

'Letter'/'Jan Kok Lodges': Jan Kok Lodges as property of Dutch Caribbean Dreams NV.

### Reservations

If Jan Kok Lodges accepts your reservation, Jan Kok Lodges will send you a confirmation email inclusive of payment conditions. You must check all data. Possible inaccuracies must be reported to Jan Kok Lodges immediately.

An agreement between you and Jan Kok Lodges is realized as soon as Jan Kok Lodges sends you an email with reservation confirmation and payment conditions.

Payment conditions are as follows: 30% of the rent (down-payment) must be transferred to the bank account of Jan Kok Lodges within 5 days after the sending date of the confirmation email from Jan Kok Lodges. The remaining 70% of the rent must be transferred to the bank account of Jan Kok Lodges at the latest 8 weeks before the agreed date of your reservation at Jan Kok Lodges.

In case the stay at Jan Kok Lodges/car rent from Jan Kok Lodges is 25 nights or longer, payment conditions are as follows: 40% of the rent (down-payment) must be transferred to the bank account of Jan Kok Lodges within 5 days after the sending date of the confirmation email from Jan Kok Lodges. The remaining 60% of the rent must be transferred to the bank account of Jan Kok Lodges at the latest 10 weeks before the agreed date of your reservation at Jan Kok Lodges.

After sending the confirmation email and the payment conditions Jan Kok Lodges will book the accommodation/car for max. 8 days. In case the down-payment is not transferred to the bank account of Jan Kok Lodges within 8 days, the reservation will be cancelled by Jan Kok Lodges. After these 8 days you cannot draw any rights from the reservation anymore. The reservation will be definitive as soon as Jan Kok Lodges has received the down-payment.

If you, after realization of the reservation, wish to change the agreement, Jan Kok Lodges is not obligated to accept these changes. If Jan Kok accepts your changes, additional fees might be charged. The remaining percentage of the rent (60 or 70%, depending on the length of the stay/rent), must be transferred to the bank account of Jan Kok Lodges at the latest 8 or 10 weeks (depending on the length of the stay) before the agreed date of your reservation at Jan Kok Lodges. In case the remaining percentage is not transferred to the bank account of Jan Kok Lodges within the above mentioned period of time, your reservation will automatically be cancelled after 5 days. In this case you cannot draw any rights from the reservation anymore. The prepayment will not be returned.

### Additional costs

Tenant must pay extra costs for the use of air-conditioning. These costs will be invoiced at the end of the stay.

### Arrival and departure

On the day of arrival you may enter the accommodation between 4 and 8 PM. On the day of departure you must leave the accommodation before 11 AM. On the day of departure tenant can still use the facilities at Jan Kok Lodges.

If tenant leaves the accommodation/returns the car earlier than expected (earlier than the agreed day of departure/return date), tenant is not entitled to restitution of (a part of) the rent and/or costs.

## Regulations

It is not allowed to smoke in the accommodations and cars.

Each accommodation is fitted with BBQ, which must be cleaned after use.

Tenant must leave the accommodation broom clean. Dishes must be done, refuse bags must be taken to the containers.

If tenant misbehaves, Jan Kok Lodges is entitled to remove this person/these persons from the resort.

In this case tenant is not entitled to restitution of (a part of) the rent.

Pets are not allowed.

It is not allowed to welcome guests or any other persons at Jan Kok Lodges, other than the number of persons mentioned in the confirmed reservation.

Tenant is liable for damage owing to breakage and/or loss and/or damage of inventory and/or accommodation. Possible damage must be reported to Jan Kok Lodges immediately and must be compensated on location.

Jan Kok Lodges requires a deposit of € 100 per accommodation. If deposit is not paid immediately, Jan Kok Lodges is entitled to deny tenant admission to and use of the accommodation.

Jan Kok Lodges requires a deposit of € 300 per car. If deposit is not paid immediately, Jan Kok Lodges is entitled to deny tenant the use of the car.

Jan Kok Lodges is entitled to claim damage and/or loss until € 2000 without intervention of the court.

## Cancellation

If tenant cancels a reservation (accommodation and/or car rental), he must pay cancellation costs. In case of cancellation more than 8 weeks before confirmed arrival date tenant must pay 30% of the total costs (minimal Euro 100). In case of cancellation 8 weeks or less before confirmed arrival date tenant must pay the total costs.

If the stay at Jan Kok Lodges is 25 nights or longer, the following cancellation terms apply: if tenant cancels a reservation, he must pay cancellation costs. In case of cancellation more than 10 weeks before confirmed arrival date tenant must pay 40% of the total costs. In case of cancellation 10 weeks or less before confirmed arrival date tenant must pay the total costs.

If you do not arrive within 24 hours upon the agreed date of arrival without any notice, it will be considered a cancellation. Tenant is not entitled to restitution of (a part of) the rent and/or costs.

## Force majeure and modification

If Jan Kok is (temporarily) not able to (partially) observe the agreement due to force majeure, Jan Kok Lodges will make you an alternative proposal (other period, other accommodation, voucher) within 25 days after Jan Kok has become aware of the fact that the agreement cannot be observed.

Force majeure means Jan Kok Lodges can not (partially, temporarily) observe the agreement, due to external circumstances such as danger of war, staff strikes, blockades, fire, floods, hurricanes, pandemic or/and other events or trouble.

You are entitled to refuse the alternative proposal. If you refuse the alternative proposal, you must report this to Jan Kok Lodges within 10 days upon receipt of the proposal. In such case Jan Kok Lodges is entitled to cancel the agreement immediately. In any case of force majeure Jan Kok Lodges can never be obliged to return any payment made.

For all reservations made after 1 April 2020, there is no force majeure condition related to the corona virus. From that date, tenant must be aware of the risk of further spread of the corona virus and therefore also of the risk when making a reservation.

#### Liability

Jan Kok Lodges does not accept any liability with regard to theft, loss or damage to whatever objects or persons, caused during or as a result of your stay with Jan Kok Lodges and/or the rent/use of the accommodation/car/other facilities.

Liability for damage consisting of loss of enjoyment or loss of profits or other consequential loss is excluded under all circumstances. Jan Kok Lodges is never liable for damage for which a claim can be filed on account of a travel- and/or cancellation insurance or any other insurance. Jan Kok Lodges is not liable for service disruptions/faults of third parties.

You are severally liable for all loss and/or damage to accommodation and/or properties of Jan Kok Lodges, which arise during use, regardless of the fact if this is a result of an action or negligence of yourself or of your party. If you do not use or do not leave behind the accommodation/inventory properly, for example in case of excessive pollution, extra costs will be charged, which should be paid immediately.

#### Applicable right

Only Dutch/Curacao right is applicable to this agreement between you and Jan Kok Lodges.

#### General

Jan Kok Lodges does not accept any liability for translation errors, printing errors and misprints.