

# General Terms & Conditions

## Boutique Hotel 't Klooster



### 1. DEFINITIONS

- a. Booking: is the reservation or booking for rooms, accommodation(s) and/or any other services and supplies of the Hotel, made online, by phone or e-mail or in person or through a third party.
- b. Contract: is the booking agreement and these General Terms and Conditions (and any other terms and conditions stated to apply to the booking) and/or any other hotel accommodation contract, accommodation contract, guest contract, hotel room and/or apartment contract, lease contract, tour operator agreement, rental agreement, reservation agreement, registration form.
- c. Customer: The natural person or legal entity or partnership which has entered into an agreement with the Hotel and applies equally to the natural person, guest, purchaser, tenant, lodger, occupant, Tour Operator, etc., anyone who has entered into a contract with the Hotel. Guest: The natural person(s) entitled to one or more Catering Services based on a catering agreement entered into with the Customer. Wherever the these General Terms and Conditions speak of Guest, or Customer, this refers to both Guest and Customer, unless it is clear from the content and implication of the clause that only one of the two can be intended.
- d. Hotel: means Curaliving B.V., operating under the (trade)name Boutique Hotel 't Klooster and its subsidiaries, established in Curaçao, and the premises for which the booking is made, trading, amongst others under the following names:  
Boutique Hotel 't Klooster  
Abraham de Veerstraat 12  
Pietermaai, Willemstad, Curaçao  
T: (005999) 461 2650 - E: [info@hotelklooster.com](mailto:info@hotelklooster.com)  
W: [www.hotelklooster.com](http://www.hotelklooster.com)
- e. Websites, the website of the Hotel, being [www.hotelklooster.com](http://www.hotelklooster.com)

### 2. SCOPE AND BOOKING POLICY

- a. These General Terms and Conditions apply to all the contracts for the rental of hotel rooms, apartments and for accommodation purposes and all other services and supplies performed for the Customer by the Hotel in this context, as well as all offers relating to the making of such contracts.
- b. All the bookings via or made by a third party (mostly know as a Tour Operator) are also bound to these General Terms and Conditions and also by specific agreements between the third party and the Hotel. These General Terms and Conditions and the specific agreements will be announced to the Customer by either the third party, through whom the Customer makes the booking for the Hotel, or by the Hotel itself.

- c. All the bookings made directly via the websites of the Hotel (article 1 sub e), by phone or e-mail or in person at one of the locations of the Hotel, are subject to the conditions as stated in these General Terms and Conditions.
- d. A booking can only be made by persons with full legal capacity or legal entities.
- e. A booking made by a Customer that are multiple bookings for other individuals in the same period (4 chambers or more), the Hotel reserves the right to aggregate the bookings into a group booking. In that case only non-refundable bookings are possible as described in article 5c of these General Terms and Conditions
- f. These General Terms and Conditions also cover all natural persons and legal entities which the Hotel uses or has used in concluding and/or carrying out a Contract or a different agreement or in running the Hotel Departure from the General Terms and Conditions is only possible if set down in writing and on a case by case basis.

### 3. **CONTRACT**

- a. When the Customer has fulfilled the necessary steps to make a booking, the contract shall be in place when the Hotel accepts the Customers' request. Acceptance is signalled via a booking and payment confirmation from the Hotel, in writing or electronically.
- b. At the time of booking and/or at check-in, the Hotel will take the credit/debit card details of the Customer and the Customer will authorise the use of this card for any sums that become owed to the Hotel. The Hotel shall also have the right to require full payment in advance or a deposit at the time of booking. No Booking shall be treated as confirmed and/or Contract shall be deemed concluded until the details and/or payment/deposit described in these General terms and Conditions have been provided.
- c. The parties to the Contract are the Hotel and the Customer. If the booking is not made by the Customer him or herself, but instead by a third party, the third party and the Customer shall be liable as joint debtors vis-à-vis the Hotel for all obligations arising under the Contract. That notwithstanding, the third party undertakes to pass to the Customer all information relevant to the contract, in particular these General Terms and Conditions and the specific agreements made between the Hotel and the third party.
- d. The house rules of the Hotel shall also form part of the Contract and can be downloaded form the Hotel website or obtained at the Hotel.
- e. The Hotel can at any time and for any reason refuse to enter into a Contract with a Customer.

### 4. **SERVICES, CHARGES AND PAYMENTS**

- a. The Hotel undertakes to hold the rooms booked by the Customer ready and to provide the agreed services.
- b. The Hotel is however entitled to accommodate the Customer in a different hotel of an equivalent standard and level of service at the booked price without giving rise to any recourse claims against the Hotel if there is good cause for doing so, in particular where accommodation in the reserved Hotel is not possible.
- c. The Customer agrees to pay the agreed or applicable prices of the Hotel for the rent of the room and any additional services booked or utilised. This also applies to any services ordered by the Customer directly or via the Hotel that are performed by third parties and outsourced by the Hotel.
- d. All rates advertised on the websites of the Hotel do not include any meals or other services than offered and are exclusive of tourism levies, service charges, credit card

fees (if any), VAT or other taxes explicitly mentioned and other similar third party charges.

- e. A minimum length of stay, deposit, cancellation charge and other conditions may apply to certain rates, as specified. Once a rate is selected, the total for your requested stay shall be displayed on the reservation summary or the so-called Pro Forma Invoice of the Hotel. Prices shall be charged in USD or the local currency of the Hotel.
- f. For credit card payments 5% of the total payment amount will be added to the total payment.
- g. The Hotel reserves the right to make a pre-authorization on your credit card after booking and before arriving. The remaining balance of your total payment must be paid upon arrival.
- h. Credit card payments are only possible if the credit card is the Customer property and has his or her name on it. The Customer must show the credit card along with a valid ID on arrival. The Hotel can make a copy of the credit card for safety reasons and requirements of the local banks. While making the booking online or per telephone or e-mail, the Customer is required to fill in and sign a credit card authorization form for the Hotel and send it to the Hotel (for confirmation of the booking please see article 3a, 4m and 4n).
- i. Reservations (refundable or non-refundable) cannot be maintained if payment cannot or will not be fully satisfied on the basis of the above conditions. If payment is not received or is not completely satisfied, the Hotel reserves the right to cancel the reservation or transfer the outstanding payment immediately on arrival.
- j. Upon check-in the Hotel is entitled to ask for a deposit payment of US \$ 100, - per room. This deposit payment can be paid in cash (US\$ or ANG) or through a pre-authorization at your credit card.
- k. For payments by bank transfer, no additional costs will be charged.
- l. In case the Customers' reservation will be paid by an other then the Customer, a third party, payments can be made only in cash or by bank transfer (a credit card payment is in that case not possible).
- m. In case of a non-refundable booking, the total amount of your booking including 7% turnover tax must be paid within 48 hours after making the reservation to one of the bank accounts of the Hotel or per credit card. For confirmation of the booking and payment the Customer has to send the Hotel a receipt of the payment per email immediately after the transfer. E: [info@hotelklooster.com](mailto:info@hotelklooster.com).
- n. In case of a refundable booking, the amount of the first night of the booking including 7% turnover tax must be paid within 48 hours after making the reservation to one of the bank accounts of the Hotel or per credit card. For confirmation of the booking and payment the Customer has to send the Hotel a receipt of the payment per email immediately after the transfer. E: [info@hotelklooster.com](mailto:info@hotelklooster.com). The remaining amount of the total payment has to be paid upon arrival. For cash payments and/or debit card payments no additional costs will be charged. When the Customer uses a credit card for the remaining amount, 5% will be added to the total payment amount.
- o. During your stay the Hotel's system will calculate the incidentals charged to your room on a daily basis. If the cost of those incidentals exceed the authorisation taken on check-in, the Hotel reserves the right to request an immediate payment of the outstanding amount or an another method of settlement, and if failing, the Hotel reserves the right to restrict the Customer access to the room.
- p. All outstanding charges must be paid for in full on check-out from the Hotel. If the outstanding charges do not exceed the authorisation taken on check-in, the

authorisation for the amount not utilised will be released, however, we cannot control how long it takes for your bank to effect such release. If staying for multiple nights at the Hotel we may require you to make payment for any outstanding charges on a more frequent basis during your stay. The subleasing and re-leasing of allocated rooms, other rooms, spaces or cabinets as well as inviting to interviews, sales or similar events require the prior written consent of the Hotel. The Hotel is entitled to terminate the provision of any services to a Guest at any time without prior notice if the Guest repeatedly breaks the house rules, or otherwise behaves in such a way that the order and peace and quiet in the Hotel and/or the normal running of the place may be or is disturbed. In that case the Guest must leave the hotel at the first request. The Hotel may only exercise this right if the nature and seriousness of the breaches of the house rules by the guest give sufficient cause, in the reasonable opinion of the Hotel.

## **5. CANCELLATION POLICY AND NO-SHOWS**

- a. The cancellation policy varies according to the rate that is booked. Please refer to the individual full rate descriptions given at booking.
- b. Rates marked as "Refundable" are cancellable without charge up to 48 hours for the arrival time (arrival 4.00 p.m. Curaçao Time). Cancellation and non-arrival charges are 100% of the full booking (total period) and apply if the above mentioned cancellation requirements are not met. This will be charged to the credit card supplied at the time of booking or invoiced to the guest in case of a payment per bank transfer.
- c. For rates marked "Non Refundable", the Hotel requires full prepayment for the entire stay at the time of the Booking and this is non-refundable and the Booking non-changeable. Prepayment is charged to the credit card supplied at the time of the Booking or the Customer can pay by bank transfer to one of the bank accounts of the Hotel. Cancellation or non-arrival will result in the forfeiture of the prepayment.
- d. Cancellations are accepted if it is made in writing and the Hotel has confirmed the cancellation, also in writing.
- e. If the Hotel needs to cancel the Booking, the Customer will be given a full refund. The Hotel shall however have no further liability to the Customer arising out of such cancellation. In any case the Hotel will do its utmost and use reasonable endeavours to try and re-locate any confirmed Booking cancelled by the Hotel to an alternative location similar in standard to the Hotel.
- f. Services performed by third parties or special services (e.g. cakes, flowers, etc.) which become useless as a result of the cancellation are to be paid by the customer in full.

## **6. CHECK-IN AND CHECK-OUT RULES**

- a. In the interests of security and to prevent fraud, at the time of check-in, guests must confirm their identity by providing their booking reference, an identification and a valid credit or debit card, if payment is through credit card, which will be swiped in the presence of the cardholder. If the partial or full payment already has been made by credit card, the Hotel will make a copy of the credit card with which the payment is made. Furthermore the Hotel is required by local legislation to register the type of identity document of the Customer, the name of the Customer, his/her profession or occupation, his/her place of residence, telephone number, e-mail address and date of arrival and departure. These records will be kept as long as applicable laws require and may be disclosed or made available for inspection by any police officer or as otherwise required by applicable law in connection with the prevention or investigation of crime. The information above may be requested for each member of your party over the age

of 18 and we reserve the right to refuse entry to persons who cannot provide the information set out above.

- b. Unless otherwise stated on the booking confirmation, Guests may check-in at any time from 4.00 p.m. on the scheduled day of arrival. All rooms that have been secured by credit/debit card or prepaid at the time of booking will be held until 11:59pm on the scheduled day of arrival unless otherwise agreed directly with the Hotel. Any non-secured reservation will be held until 4.00 p.m. on the day of arrival at which time we will be entitled to re-let the room, unless the guest has notified the hotel of a late arrival.
- c. Booked rooms are available to the customer from 4.00 p.m. on the day of arrival. The customer has no claim for earlier availability. Guests who arrive before 4.00 p.m. can move into their room as early as possible, according to availability.
- d. On the day of departure the Hotel kindly asks all Customers to vacate their rooms by 11:00 a.m. (unless a later departure is stated as part of your Booking). Late check-out after this time can be requested subject to availability at the day of departure and will be charged at an hourly rate or a fixed fee rate at the discretion of the Hotel. For more information please contact the Front office of the Hotel or consult the house rules of the Hotel.

#### **7. HOTEL MAINTENANCE AND EVENTS**

- a. At certain times, the Hotel needs to perform maintenance on buildings, rooms, etc, or other hotel facilities may become unavailable due to maintenance, adverse weather conditions or other reasons beyond our control. The Hotel will attempt to keep all Hotel guests informed of these circumstances however this may not always be possible.
- b. The Hotel is a historic and monumental building and located in the center of the city Willemstad. Inconvenience due to city noise and / or events - of others - cannot always be prevented, however the Hotel will do its utmost to moderate noise or other disturbances.

#### **8. LIABILITY OF THE CUSTOMER**

The Customer anyone accompanying them are severally liable for all damage which has occurred and/or may occur to the Hotel and/or to any third party as a direct or indirect result of any non-fulfilment of obligations (culpable deficiency) and/or wrongful action, including breaking the house rules, committed by the Customer and/or anyone accompanying them, as well as for all damage caused by any animal and/or any substance and/or any article which is in their possession or which is under their supervision. . The Hotel reserves the right and the Customer hereby authorizes the Hotel to charge his or her credit or debit card for any damage incurred by the Hotel as described in this article.

#### **9. LIABILITY OF THE HOTEL**

- a. The Hotel accepts no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

- b. The Hotel will not be responsible for the loss or damage of any property left in the Hotel other than as required under applicable law. The Hotel will not be liable for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity (whether caused by the negligence of The Hotel, its employees, contractor or agents or otherwise) other than prescribed by law. The Hotel's total liability shall not exceed the value of the charges received by it under the Contract. Nothing contained in the Contract or in any other document referred to or incorporated in it shall be read or construed as excluding any liability for death or personal injury caused by The Hotel's negligence or liability for fraud or fraudulent misrepresentation.
- c. The Hotel will not be responsible for personal injuries or other damages to the Customers or Customers' properties because of the use of the Hotel room, including, but not limited to smooth tiles, furniture, and other Hotel facilities and properties which the Hotel has made available for use by the Customer, such as, but not limited to the swimming pool, pool terrace or because - but not limited to - of smoothness of objects or floors after maintenance, rain or cleaning. The Customer (not being a natural person who is not acting in the exercise of a profession or business) indemnifies the Hotel in full against any claim, by whatever name, which any third party may lodge against the Hotel, if and insofar as this claim has any connection in the broadest sense with any Hotel to be provided or which has been provided by the Hotel under the terms of any agreement with the Customer or has any connection with the accommodation where such a service was provided or was to be provided.
- d. Nothing contained in the Contract or in any other document referred to or incorporated in it shall be read or construed as excluding any liability caused by the Hotel's negligence or liability for fraud or fraudulent misrepresentation.

#### **10. LAWS AND JURISDICTION**

The laws of Curaçao govern the Contract and any non-contractual obligations arising in connection with it. The court of Curaçao have exclusive jurisdiction to determine any dispute arising in connection with the Contract, including disputes relating to any non-contractual obligations.

#### **11. OTHER PROVISIONS**

If individual provisions of these General Terms and Conditions should be or become void or unenforceable, this shall have no bearing on the validity of the remaining provisions. The statutory provisions shall apply in all other respects. All claims from the Customer become barred after one year has elapsed from the time of their origination.

#### **12. WEBSITE**

While all reasonable efforts have been taken to ensure the accuracy of information on the Websites, The Hotel does not accept responsibility for errors or omissions and reserve the right to amend, cancel or vary any of the arrangements featured on the Websites without notice. Please note that in certain circumstances, generic photographic images have been used to represent the general style of a particular product or hotel. The content of the Websites is the copyright of The Hotel, and may not be copied, reproduced, published, distributed or amended for any other purpose without our prior written consent. Trade marks used on the Websites are the property of the respective owners. Hyperlinks to third party websites are provided for your convenience. The Hotel cannot accept responsibility for the content or use of third party sites.