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1. Applications

- 1.1 In these General Conditions the term `tenant` is understood to pertain to a person who enters into an agreement with Dolphin Suites to rent/use an accommodation and the facilities in the hotel. The term `user` is understood to pertain to the tenant, as well as to any other person or persons, listed by the tenant, who will make use of the accommodation rented by him and or of any other facilities of Dolphin Suites in any way.
- 1.2 Other than these general conditions derogatory agreement is valid only if in writing corresponded.
- 1.3 Agreements that deviate from these General Conditions are valid only when set down in writing and signed by the management of Dolphin Suites.

2. Reservations

- 2.1 Dolphin Suites will only handle reservations made by persons of 18 years and over. Reservations made by persons less than 18 years are deemed not valid.
- 2.2 Once Dolphin Suites has accepted your reservation, you will receive a written confirmation/Pro forma Invoice within 14 days after making the reservation. This confirmation should be checked forthwith, in order to check if all the given details are correct. Dolphin Suites should be notified immediately of any inadequacies or inconsistencies.
- 2.3 If you have not received a written confirmation within a period of 14 days, please contact the reservations department of Dolphin Suites. If this procedure is not followed, no claim can be laid on the basis of the mere fact of reservation and no reclamations are possible.
- 2.6 The agreement between you and Dolphin Suites is final from the moment that you have received the abovementioned written confirmation/Pro forma invoice of your reservation.
- 2.7 Said agreement pertains to the rental of accommodations and the use of general facilities for recreational use only, which is by its very nature restricted to a limited period.

3. Modifications in the agreement

- 3.1 When, after the production of the agreement, you want to make changes in your reservation, Dolphin Suites is not obligated to accept these as such. It is Dolphin Suites who will decide if and to what extent we will make these changes. If Dolphin Suites accepts the changes made to the previously made reservation, there might be a fee involved.

4. Substitution

- 4.1 It is not allowed for the entrepreneur, the tenant and/or the other users to allow any other persons than the ones listed in the agreement to make use of the accommodation, for whatever reason or under whatever circumstances, without written consent by Dolphin Suites.



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- 4.2 Should you and Dolphin Suites have agreed that you or any of the other users will be substituted by another person, you and the previously listed user(s), as well as the tenant and or user(s) that are replacing you, are and will remain each personally and fully, jointly and severally, responsible and liable for payment of any outstanding rent for the accommodation, administration fees (3.1) and any other costs which may be deemed to be the result of the substitution.

5. Prices and fees

- 5.1 Should Dolphin Suites after the agreement has become final, be faced with a considerable, unquestionable and unforeseeable increase in costs, such as staff salaries, utilities, tax etc, Dolphin Suites has the right to apply such an increase to its current and future prices and also to charge you with the resulting extra costs above the price that was originally quoted in the agreement.

Should this indexation take place within a period of three months from the date of the agreement, the increase may not amount to more than 5% of the original invoice. In that event the increase will be sufficient grounds on your part for cancellation of the agreement.

- 5.2 No appeal can be made upon discounts or special offers which are introduced after the agreement has become final.

6. Additional costs

- 6.1 Tenant will, besides the rental fee, be obliged to pay additional costs, such as taxes, vat., administration fees, insurance etc. as presented by Dolphin Suites.

7. Payments

- 7.1 Rental fees, (excluding additional costs), that do not exceed an amount of \$ 250, - must be settled immediately upon reservation. In the event that the rental fee exceeds an amount of \$ 250, - a deposit of 50% of the rental fees must be paid, with a minimum of \$ 250,- excluding additional charges. The resulting amount of rent, increased with said additional charges, must be paid within a period of 14 days upon receipt of the confirmation/pro forma invoice.
- 7.2 The remainder must be received by Dolphin Suites at the latest 8 weeks before the date of your arrival at the hotel, as listed in the agreement.
- 7.3 When the reservation date is less than 8 weeks prior to the date of arrival, payment must be made in full immediately upon reservation. When such a reservation is made by telephone, payment must be made in full within 14 days upon receipt of the written confirmation/pro forma invoice.
- 7.4 Should payments for which you have received an invoice, not be settled in accordance with the above, you will be held in arrears, immediately upon expiration of the agreed final date, without further notification. Dolphin Suites may grant you an additional opportunity to settle the payment within a period of 7 days. Should full payment not have been received at the end of this period, this will constitute sufficient legal grounds on the part of Dolphin Suites to cancel the agreement and Dolphin Suites retains the right to do so.



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You will be liable for any damages that may result from your negligence, including but not limited to any costs that Dolphin Suites has occurred as a result of the reservation and its subsequent cancellation. Dolphin Suites retains the right to charge you with cancellation costs, in accordance with art. 13.

- 7.5 Dolphin Suites retains the right to settle any claim it may have on you by deducting the necessary amount from previous payments made by you, whatever their purpose.

8. Arrival and departure

- 8.1 The rented accommodation, as mentioned in your confirmation letter, will be at your disposal on the agreed day of arrival from 15.00 hrs. onwards. On the agreed date of departure, we kindly request you to leave the accommodation no later than 11.30 hrs. On arrival-departure days guests are welcome to make use of our other facilities. There is a possibility to store luggage safely.
- 8.2 In the event you wish to prolong your stay at our hotel, please inform us at your earliest convenience. Dolphin Suites will inform you forthwith of the possibilities and its decision. If possible, Dolphin Suites will take the necessary steps for continuation of your stay. However, Dolphin Suites retains the right to designate an alternative accommodation.
- 8.3 In case you choose to end your stay or the use of any other facility before the agreed date of departure, no reimbursements will be made.

9. Regulations

- 9.1 All guests are obligated to obey and respect terms and conditions established by Dolphin Suites for the hotel and additional facilities. These terms and conditions can be found in your information guide.
- 9.2 Accordance with the local regulations, when asked, every person that checks in is obligated to identify him/her self. When the individual can not identify him or her self, Dolphin Suites retains the right to reject this individual.
- 9.3 Each accommodation may be occupied only by a maximum number of persons indicated in our brochures/ website for this type of accommodation.
- 9.4 Dolphin Suites retains the right to make modifications with regard to the use of as well as the opening hours of all facilities within the hotel. Tenant will not object to any activities deemed necessary for the maintenance of the hotel, the room and/or the facilities during his stay and will refrain from making any claims for compensation or reimbursement because of said activities.
- 9.5 Room clean must be: in a clean and tidy state.
- 9.6 Misbehaviour and violation in Dolphin Suites rules will not be tolerated. Dolphin Suites is allowed to remove each and every person violating these rules without any obligation of reimbursement.

10. Pet animals

- 10.1 Pet Animals are not allowed in the Hotel.



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11. Damages, Loss of property

- 11.1 The tenant, as named in the confirmation, is the main party held personally responsible and liable for an orderly conduct by himself, the users or any other invitees in or around the accommodation, the facilities and within the boundaries of the hotel. This main responsibility and liability does not affect or diminish the individual responsibility and liability, jointly and severally, of the users and/or invitees themselves.
- 11.2 The tenant, as named in the confirmation, is also held personally responsible and accountable for any damages or loss of property caused by himself, the users or any other invitees, with regard to the accommodation, its inventory or any other properties of the hotel. Again such main responsibility and liability does not affect or diminish the individual responsibility and liability jointly and severally of the users and/or invitees themselves. Dolphin Suites should be notified of any damages and/or loss of property without delay. Ensuing costs must be settled forthwith by the parties held responsible; unless these can prove without a doubt that said damages/loss of property cannot be attributed to them in any way.

12. Deposits

- 12.1 Dolphin Suites requires a deposit for the rental of accommodation. The deposit must be paid upon arrival and contains; Suite \$200,-, Studio; \$200,-, Room: \$100,-. During stay Dolphin Suites may require a deposit for extra services which can be rent during a stay in the Hotel. The deposit can differ from \$ 25 till \$ 50 per facility being rent. When, for whatever reason, the deposit cannot be paid immediately, Dolphin Suites retains the right to refuse to rent the facility to the tenant, until the deposit has been settled.
- 12.2 Should the tenant fail or refuse to pay the deposit, this constitutes sufficient legal grounds for Dolphin Suites to declare the agreement null and void immediately, without further notification.
- 12.3 The deposit will be refunded at check-out, provided the product has been returned in accordance with the regulations of art. 9. If Dolphin Suites holds any claims on the tenant and/or the other users, the appropriate amount will be deducted from the deposit prior to restitution. The act of restitution does not exclude the possibility of further claims for compensation in case of damages that can be attributed to tenant.

13. Cancellation fee

- 13.1 In the event that the reservation is cancelled, a cancellation fee will be charged. When the cancellation takes place in a period within 7 days before the date of arrival, the cancellation fee will amount to 50% of the total costs.
- When the cancellation takes place on the day of arrival, the cancellation fee will equal the total costs.
- 13.2 If the tenant does not arrive within 24 hours from the agreed date of arrival, without notifying Dolphin Suites immediately of the delay, the reservation will be regarded as cancelled.



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14. Ahead reservation

- 14.1 It is possible to make reservations for periods for which the rates have not yet been established. In that case a down payment of \$ 50, - will be required. This amount will be deducted from the remaining payments, as soon as the rates have been established. You retain the right to withdraw the temporary reservation immediately upon notification of the official rates. Should you choose not to proceed from a temporary reservation into a final reservation, the down payment will be reimbursed.

15 Force Majeur

- 15.1 In the event that Dolphin Suites would be (temporarily) unable to uphold the terms of the agreement on grounds of force majeure, you will be notified within a period of 14 days, counting from the date that this occurrence has become known to Dolphin Suites. At the same time you will receive a proposal from Dolphin Suites for an alternative to the original agreement. (I.e.alternative accommodation/alternative arrival-departure date.)
- 15.2 Force majeure consists of any circumstances outside the scope of influence of Dolphin Suites, that (temporarily) prevent Dolphin Suites from upholding the terms of the agreement, including but not limited to such circumstances as threat of war, strikes, blockades, fire, floods and other disturbances.
- 15.3 You retain the right to reject the alternative proposal, within 14 days of receipt of said proposal. In that case Dolphin Suites retains the right to cancel the agreement immediately and declare it null and void. You will be acquitted from any further payment and/or any payments already made will be immediately reimbursed. On the basis of force majeure Dolphin Suites rejects any responsibility and/or liability for damages ensuing from this cancellation and will accept no claims of any kind.

16. Cancellations

- 16.1 Dolphin Suites is entitled to cancel your reservation immediately when the given details for the reservation, concerning you or any of the third parties sharing the apartment are incorrect or insufficient. In that case there will not be any restitution on your account.

17. Damage claim

- 17.1 Dolphin Suites cannot be held responsible for the results of breaking and entering into the accommodation and/or other premises of the hotel (including lockers and safety deposit boxes), theft or robbery, loss or damages inflicted upon persons or goods during your stay in the hotel, unless criminal intent or gross misconduct can be proven on the part of Dolphin Suites or one of its employees.
- 17.2 Dolphin Suites rejects independent of all circumstances, any responsibility and/or liability for damages to intangible property or assets, as well as secondary damages, consequential damages or commercial damages. Furthermore, there is no redress on Dolphin Suites for damages that are/should have been covered by some form of insurance, such as but not limited to travel insurance or cancellation insurance.
- 17.3 Dolphin Suites cannot be held responsible and/or accountable for malfunctions of facilities or services provided by third parties.



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- 17.4 Liability for damages on the basis of criminal intent or gross misconduct is in any event limited: to a maximum of € 75.000,- per guest per stay in the event of personal damages and to a maximum of € 1.500,- per guest per stay in the event of material damages.
- 17.5 Tenant and user are each held personally, jointly and severally responsible and/or liable in full for any damages or loss of property to the accommodation or any other property of Dolphin Suites, during the use thereof by tenant, user or other invitees, whether said damages have been caused by an act, a failure to act or negligence, on the part of tenant, user or any other third party you have invited on to the resort, who are staying in the hotel with your consent or to whom you have given access.
- 17.6 You will safeguard Dolphin Suites from any claims with regard to any damages to third parties, caused (in part) by any act, failure to act or negligence of tenant, user or any other third party you have invited in the hotel, who are staying in the hotel with your consent or to whom you have given access.
- 17.7 In the event of incorrect use of the accommodation, its inventory or any other property of Dolphin Suites, resulting in costs to return same to their original state, said costs will be charged to tenant and must be settled immediately. This includes but is not limited to abandoning the accommodation in a state of untidiness or pollution (i.e. not in accordance with art. 9.5).

18. Complaints

- 18.1 Despite the care and effort extended by Dolphin Suites, you may feel you have grounds for a complaint regarding your accommodation or your stay in the hotel. We kindly request you to communicate such a complaint to the management immediately in person. If necessary, a written report of your complaint will be made and you may rest assured of our utmost care in trying to find a satisfactory solution. If the complaint should not be handled to your satisfaction, you have the opportunity to lodge a written complaint, within one month from your date of departure, with:

Dolphin Hotel NV attn. of Customer Services. Your complaint will again be handled with great care. In the event that it still remains impossible to reach a satisfactory solution, it is possible for you to appeal to refer the case to the competent Court. Please be informed that the Board of Arbitration is an independent semi-judicial committee and that its verdicts are binding.

19. Applicable law

- 19.1 Any agreement or contract between you and Dolphin Suites is exclusively governed by the law Dutch Antilles.

20. Travel documents

- 20.1 You are personally responsible for obtaining the relevant documents with regard to your journey and stay. Dolphin Suites rejects any responsibility and/or liability for damages or costs ensuing from the absence of the necessary documents.
- 21.1 No claim can be laid on Dolphin Suites on the grounds of apparent and obvious omissions in print and these are not binding. These General Conditions substitute all and any previous publications.