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Kuarto Living terms and conditions

These terms apply alongside your lease. You accept them in My Kuarto before you sign your lease, and you can read them here or download them as a PDF at any time. The Dutch version is the legally binding text; this English version is a translation.

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Article 1. Who we are and what these terms cover

1.1 Kuarto Living is a trade name of InterGood B.V., located at Roosendaal 187D in Willemstad, Curaçao. InterGood B.V. lets and manages the homes, at GB20 under a power of attorney from the owner Brakkeput Oasis B.V.

1.2 These terms apply to every application, reservation and lease for a room at GB20 (Grebbelinieweg 20, Willemstad) and an apartment at Indjuweg 3 (Willemstad), and to new Kuarto Living locations once they are named in these terms or in the lease.

1.3 If your lease says something different from these terms, your lease applies. The amounts in your lease always prevail.

Article 2. Definitions

2.1 Landlord: InterGood B.V., trading as Kuarto Living. Tenant: the person who signs the lease. My Kuarto: the personal area at kuartoliving.com/mijn where you follow your application, fill in your details, sign and upload proofs of payment. Move-in amount: everything you pay before moving in. Start date: the first day of your rental period.

Article 3. Applying and My Kuarto

3.1 An application through the website does not bind either party. There is only an agreement once the lease is signed.

3.2 You log in to My Kuarto with a personal link we send to your email address. Keep that link to yourself. Anything done through your login link is attributed to you.

3.3 You give us correct and complete details. When you fill in your details in My Kuarto you upload a photo of a valid passport or ID card. Before the start date you also show that ID in person and, if we ask, proof of your study, internship or job in Curaçao.

Article 4. Signing the lease

4.1 You receive your lease with the house rules and the inventory list by email. You sign it online in My Kuarto within 24 hours. Before you sign, you confirm that you have read and accept these terms and conditions.

4.2 You sign online by typing your full name, ticking the statements and signing with your finger or mouse. This counts as your signature. You can also print the lease, sign it on paper and upload the signed copy in My Kuarto; it then counts as signed once we have checked it. We record your name, the time, your IP address, your browser and the version of the lease and of these terms.

4.3 If you do not sign within 24 hours, the reservation lapses and the home becomes available again. If online signing does not work, you can also email the signed lease to housing@kuartoliving.com.

Article 5. Paying before moving in at GB20

5.1 Within 48 hours of receiving your lease, and in any case no later than 5 days before the start date, you pay the move-in amount. It consists of: a deposit of two months rent, € 34.95 administration and booking fee, the € 100 linen pack and the rent for the first month. If your lease starts during a month, the first month is charged pro rata.

5.2 The linen pack comes with every new lease and becomes your property. You can order an extra linen pack later for € 100.

5.3 You transfer the move-in amount to MCB account 30845802 in the name of InterGood B.V., with your room number and name as reference, and upload the proof of payment in My Kuarto. A payment only counts once the amount is in our account.

5.4 If we see no proof of payment after 24 hours, we send you a reminder, and a second one after 48 hours. If the move-in amount has still not arrived after that, we may terminate the lease and let the home again, or at our discretion give you one short final deadline. On termination, the cancellation rules in article 7 apply.

5.5 The lease and your reservation are only final once you have signed and the move-in amount has been received in full. You receive the access code for your room door at the start of your rental period.

Article 6. Paying before moving in at Indjuweg 3

6.1 For the Indjuweg 3 apartments you pay a deposit of one month rent at signing, and no later than 5 days before the start date. If you start mid month, you also pay the pro rata rent until the 1st of the next month and the first full month in advance. You receive the keys once the deposit has been received. The amounts and currency are in your lease.

Article 7. Cancelling before the start date

7.1 If you withdraw after signing, at GB20 you pay a cancellation fee of 10% of the total contract price, with a minimum of the deposit amount and a maximum of 10% of the contract price of a 12 month lease. Amounts you already paid are set off against it.

7.2 At Indjuweg 3, cancellations before the start date are settled by mutual agreement within what the lease provides.

7.3 This article also applies if we terminate the lease because the move-in amount was not paid on time.

Article 8. Paying rent during your stay

8.1 You always pay rent in advance by bank transfer, with your room or apartment and the month as reference. You upload the proof of payment in My Kuarto or email it to housing@kuartoliving.com.

8.2 At GB20 you pay no later than the 1st of the month. If the full rent has not arrived by the 5th, a € 25 late fee applies for that month. If the rent has still not arrived after the 10th, we may, after written notice, interrupt the electricity to your room, and after the 15th block access to your room, until everything is paid. Our other rights remain.

8.3 At Indjuweg 3 you pay no later than the 5th of the month. After that the late fee in your lease applies.

8.4 If you pay from an account outside Curaçao, the banks deduct fees. Let us know in advance in My Kuarto; a fixed amount of € 23.50 bank fees is then added to each transfer. This applies to every payment: the move-in amount including the deposit, and every monthly rent. If you pay from an account in Curaçao, or you choose at your bank that you pay all fees yourself, you do not pay these bank fees.

8.5 The same applies when we pay money back to you, such as your deposit, rent you paid in advance or an amount you overpaid. If the refund goes to an account outside Curaçao, we deduct € 23.50 bank fees per transfer. To an account in Curaçao we deduct nothing.

8.6 If we receive more or less on our account than the amount you had to pay, for example because of bank fees, we settle the difference with your next monthly rent. You see the adjustment in advance in My Kuarto.

8.7 Rent may rise once a year by up to 5% based on the Curaçao consumer price index. We announce this in writing at least 2 months in advance.

Article 9. Rental period, extending and giving notice

9.1 At GB20 the minimum stay is 6 months. After the agreed period you can extend in writing by mutual agreement. If the lease then continues indefinitely, both parties have a notice period of one full calendar month, in writing by email.

9.2 At Indjuweg 3 you rent for one year, renewed each time by one year. You give written notice no later than one month before the end of the period. After renewal a notice period of one month applies.

9.3 You can request an extension or give notice through My Kuarto or by email.

Article 10. Leaving early

10.1 If you leave GB20 within the minimum period of 6 months, your deposit is forfeited and the rent for the remaining months of those 6 months remains due.

10.2 If you leave Indjuweg 3 within the first year, your deposit is forfeited and the rent until the end of that first year remains due.

Article 11. Deposit and handover

11.1 The deposit is not an advance payment of the last rent. At the end you hand over the home empty and clean, in the same condition as on the inventory list apart from normal wear, and return all access items.

11.2 At GB20 a € 65 end cleaning is carried out and settled with your deposit. At Indjuweg 3 the walls are painted white and the air conditioning is serviced, and those costs are settled with your deposit.

11.3 Within 30 days of a correct handover we refund the deposit, minus outstanding rent, fees, damage and missing inventory. If the refund goes to an account outside Curaçao, we also deduct € 23.50 bank fees.

Article 12. Using the home and house rules

12.1 You live there yourself and use the home as a good tenant. Subletting or letting someone else use your home is not allowed. At GB20 one person lives in each room; at Indjuweg 3 up to two people per apartment.

12.2 Guests: at GB20 one at a time, up to two nights, with permission, at € 13 per night. At Indjuweg 3 up to two guests, each up to two nights. A guest without permission or staying longer than allowed costs € 25 per person per night.

12.3 Quiet hours are Sunday to Thursday from 22:00 to 07:00 and Friday and Saturday from 00:00 to 09:00. Visitors are welcome up to 6 guests at a time; a party with more guests is only possible with our permission, in line with the house rules. At GB20 smoking is only allowed outside, and at Indjuweg 3 not at all on the property. Smoking indoors costs at least € 100 for cleaning and repair. Pets are not allowed.

12.4 You keep shared areas clean. If they remain dirty after a warning, we may hire a cleaner and fairly divide the cost among the residents of that building. The house rules attached to your lease also apply. The current house rules are on kuartoliving.com/en/house-rules and in My Kuarto.

Article 13. Maintenance and repairs

13.1 Report defects as soon as possible through My Kuarto or by email. We take care of maintenance of the building and installations. Small daily upkeep, such as replacing light bulbs and cleaning, is up to you. Damage caused by you or your visitors is charged to you.

13.2 We may enter the home after notice for inspection, maintenance and repair. In emergencies we may do so without notice.

Article 14. Access and smart locks

14.1 You receive a personal access code. Do not share it with anyone. If it is lost or misused, resetting it costs € 25.

Article 15. Liability and insurance

15.1 We are not liable for damage to or loss of your belongings, or for damage caused by outages of electricity, water or internet, except in case of intent or gross negligence on our part. We recommend taking out your own contents and liability insurance.

Article 16. Discounts

16.1 At GB20 you get 5% off the rent if you rent for 12 months or longer, or 10% if you move in within 30 days of booking. Discounts cannot be combined. The discount is stated in your lease and applies for the agreed period.

Article 17. Applying through a partner

17.1 If you come to us through an internship agency, consultant or broker that is a partner of Kuarto Living, you can enter their partner code when you apply or at the latest when you sign your lease. With a partner link this happens automatically. A partner can also let us know that you came through them.

17.2 This does not change your rent or your terms. The partner receives a fee from us; you do not pay it.

17.3 To calculate that fee, the partner sees in their own environment, for tenants who came through them: your name, your room, your rental period, the status of your application and for each month whether your rent was received. The partner is also notified when you have signed your lease. We do not share other data with the partner, such as your ID, contact details, proofs of payment or amounts other than rent.

Article 18. Personal data

18.1 We only use your data to handle your application, draw up and perform your lease, process payments, communicate with you and meet legal obligations. We only use your ID number for your lease.

18.2 We only use the photo of your ID to check that your name, date of birth and document number match and that the document is valid. This check is partly automated. We keep the photo in a restricted folder and delete it as soon as you have signed your lease, or at the latest 30 days after uploading if no lease is signed.

18.3 How long we keep your data: a sign up without follow up 3 months after the last contact; details you filled in without a booking 6 months after your last activity; data of an expired or cancelled booking 6 months; your account and profile as a former tenant 12 months after the end of the lease and the settlement of the deposit. We keep your lease, proofs of payment and payment overview for 5 years after the end of the lease for our records, and then delete them. Logging in, emailing us or a new sign up counts as activity. One month before we delete a sign up, we send you a reminder; if you reply, your sign up stays. Data needed for an open payment, the deposit or a dispute is only deleted once that has been settled.

18.4 We do not sell your data. If you came through a partner, we only share the data described in the article on applying through a partner. We work with carefully selected service providers for email, storage and automation. We keep your data no longer than necessary or required by law. To see, correct or delete the data we hold about you, email housing@kuartoliving.com.

Article 19. Communication

19.1 We communicate by email and through My Kuarto. For us that is housing@kuartoliving.com, for you the email address in your lease. An email counts as written notice.

Article 20. Changes to these terms

20.1 We may change these terms. A new version applies to leases signed after that. For a running lease the version that applied at signing remains in force, unless you agree to the new version or the change is only in your favour. We send earlier versions on request.

Article 21. Governing law and disputes

21.1 These terms and your lease are governed by the law of Curaçao. If we cannot resolve a dispute together, the Court of First Instance of Curaçao decides. If a provision is invalid, the other provisions remain in force.

Kuarto Living · InterGood B.V. · Roosendaal 187D, Willemstad, Curaçao · housing@kuartoliving.com