

Terms & Conditions

Mi Kas Realty Bonaire

1. Introduction

Welcome to Mi Kas Realty Bonaire.

These Terms & Conditions govern the provision of all services offered by Mi Kas Realty Bonaire and form an integral part of every Agreement between Mi Kas Realty Bonaire and its Clients, unless expressly agreed otherwise in writing.

These Terms & Conditions complement the Disclaimer & Cookie Policy and the Privacy Policy. The Disclaimer & Cookie Policy governs the use of our website, while the Privacy Policy explains how we collect, process, store, and protect personal data. Together, these documents form the legal framework governing our relationship with Clients and website visitors.

These Terms & Conditions are made available to the Client before or at the time an Agreement is concluded. They are permanently available through the footer of our website, where they can be read in full and downloaded as a PDF. They are also provided together with an offer, quotation, engagement confirmation, or other written communication by which an Agreement may be concluded.

By requesting or using our Services after these Terms & Conditions have been made available, the Client acknowledges that they have had a reasonable opportunity to review them and agrees that these Terms & Conditions form an integral part of every Agreement with Mi Kas Realty Bonaire.

2. Definitions

For the purposes of these Terms & Conditions, the following definitions shall apply:

- a. **Agreement**
Any written or electronic agreement between Mi Kas Realty Bonaire and the Client concerning the provision of Services.
- b. **Business Day**
Any day other than a Saturday, a Sunday, or a public holiday recognised in Bonaire.
- c. **Client**
Any natural person or legal entity requesting or receiving Services from Mi Kas Realty Bonaire.
- d. **Company**
Mi Kas Realty Bonaire, including its owners, directors, employees, representatives, successors, and authorised contractors acting on its behalf.
- e. **Consumer**
A Client who is a natural person and who does not act in the course of a profession or business. Where a Client acts partly for professional or business purposes, the Client qualifies as a Consumer only if the professional or business purpose is not predominant.

- f. Property
Any residential, commercial, industrial, investment, or undeveloped real estate offered for sale, purchase, lease, rental, or management.
- g. Services
All professional real estate services provided by Mi Kas Realty Bonaire, including brokerage, property marketing, advisory services, negotiations, valuations, property management support, consultancy, and related services.
- h. Third Party
Any person or organisation other than Mi Kas Realty Bonaire and the Client, including but not limited to sellers, buyers, landlords, tenants, notaries, attorneys, surveyors, mortgage providers, inspectors, contractors, government authorities, financial institutions, and service providers.
- i. Website
The website operated by Mi Kas Realty Bonaire, including all associated webpages, digital content, online services, and communication channels.

Unless the context requires otherwise, words in the singular include the plural and vice versa. References to one gender include all genders.

3. Scope of Services

Mi Kas Realty Bonaire provides professional real estate services relating to residential and commercial property on Bonaire.

Our Services may include, but are not limited to:

- Marketing residential and commercial properties;
- Assisting owners in the sale or lease of property;
- Assisting buyers and tenants in acquiring suitable property;
- Property search and acquisition services;
- Negotiating purchase, sale, lease, and rental transactions;
- Property market advice;
- Property valuations and pricing guidance;
- Coordination of property viewings;
- Assistance during the due diligence process;
- Referrals to independent professionals, including notaries, attorneys, surveyors, mortgage advisers, accountants, contractors, engineers, architects, and inspectors;
- Other real estate consultancy services agreed upon with the Client.

Unless expressly agreed otherwise in writing, Mi Kas Realty Bonaire acts solely as an independent real estate intermediary and adviser.

Our Services do not include legal, tax, financial, engineering, architectural, structural, environmental, surveying, insurance, immigration, investment, or accounting advice. Clients are responsible for obtaining independent professional advice whenever appropriate.

The exact scope of our Services shall be determined by the written agreement between Mi Kas Realty Bonaire and the Client.

4. Formation of Agreements

An Agreement between Mi Kas Realty Bonaire and the Client is concluded only when:

- It has been confirmed in writing by Mi Kas Realty Bonaire;
- Both parties have signed the relevant Agreement, where applicable; or
- Mi Kas Realty Bonaire has commenced providing Services following the Client's express instruction or acceptance of an offer.

These Terms & Conditions apply to every Agreement and are expressly incorporated therein. The Client acknowledges that these Terms & Conditions were made available before or at the time the Agreement was concluded, including through our website, where they are permanently accessible, may be read in full, and can be downloaded as a PDF. The Client confirms that it has had a reasonable opportunity to review these Terms & Conditions before entering into the Agreement.

Property listings, advertisements, brochures, website content, price indications, valuations, marketing materials, correspondence, and verbal discussions are provided for informational purposes only and do not constitute a binding offer.

No statement, representation, estimate, or communication made by Mi Kas Realty Bonaire shall create any contractual obligation unless expressly confirmed in writing.

Where a purchase agreement, lease agreement, reservation agreement, or any other transaction requires execution by additional parties, no legally binding transaction shall exist until all required parties have executed the relevant written documents.

5. Client Responsibilities

The Client shall cooperate fully with Mi Kas Realty Bonaire throughout the provision of the Services and shall provide all information, documentation, and instructions reasonably required to enable us to perform our Services properly.

The Client agrees to:

- Provide accurate, complete, and up-to-date information at all times;
- Notify us without undue delay of any changes that may affect the transaction or our Services;
- Respond promptly to reasonable requests for information or documentation;
- Cooperate in arranging property viewings, inspections, valuations, surveys, and other activities relating to the transaction;
- Provide all documents necessary for identification, due diligence, financing, ownership verification, or legal compliance where required;
- Obtain independent legal, tax, financial, technical, engineering, environmental, or other professional advice whenever appropriate;
- Review all documents carefully before signing them.

The Client acknowledges that Mi Kas Realty Bonaire is entitled to rely upon the information supplied by the Client unless there are clear indications that such information is inaccurate or incomplete.

The Client shall remain solely responsible for the decisions made during any purchase, sale, lease, rental, or investment transaction.

Failure by the Client to provide the required cooperation or information may result in delays, additional costs, suspension of our Services, or termination of the Agreement.

6. Property Information and Due Diligence

Mi Kas Realty Bonaire exercises reasonable care when preparing and presenting property information. However, much of the information published or communicated by us is obtained from property owners, sellers, landlords, developers, government records, or other third parties.

Accordingly, unless expressly confirmed by us in writing, we do not independently verify or guarantee the accuracy, completeness, reliability, or continued availability of such information.

Without limitation, we do not guarantee:

- Ownership information;
- Property boundaries;
- Plot sizes or measurements;
- Building dimensions;
- Zoning or planning regulations;
- Building permits or compliance certificates;
- Environmental conditions;
- Structural condition;
- Utility connections;
- Tax liabilities;
- Service charges;
- Leasehold conditions;
- Government approvals;
- Future development possibilities;
- Rental income projections;
- Investment returns.

All measurements, plans, photographs, renderings, descriptions, maps, floor plans, illustrations, and marketing materials are provided for general information only and may differ from the actual condition of the Property.

The Client is solely responsible for carrying out appropriate legal, financial, technical, structural, environmental, cadastral, tax, and commercial due diligence before entering into any legally binding transaction.

Mi Kas Realty Bonaire strongly recommends that Clients engage independent professionals, including notaries, attorneys, surveyors, engineers, architects, inspectors, accountants, mortgage advisers, and tax advisers whenever appropriate.

Nothing contained in our Services shall be interpreted as a guarantee regarding the condition, value, suitability, profitability, or future appreciation of any Property.

7. Offers and Negotiations

Mi Kas Realty Bonaire acts as an independent intermediary between parties to a real estate transaction.

Unless expressly agreed otherwise in writing, Mi Kas Realty Bonaire has no authority to legally bind a seller, buyer, landlord, tenant, or any other party.

All expressions of interest, offers, counteroffers, negotiations, quotations, pricing discussions, and preliminary agreements remain entirely subject to acceptance by the relevant parties.

No purchase agreement, lease agreement, reservation agreement, rental agreement, or other legally binding transaction shall exist until all required parties have executed the relevant written documentation.

Any verbal statements, preliminary negotiations, letters of intent, email correspondence, draft agreements, marketing materials, property listings, or negotiations shall not create any legally binding obligation unless confirmed in a duly executed written agreement.

Mi Kas Realty Bonaire shall not be responsible for negotiations that fail to result in a completed transaction, regardless of the stage at which negotiations are terminated.

Either party may withdraw from negotiations at any time before the execution of the definitive agreement, unless otherwise provided by applicable law or a separately executed written agreement.

8. Fees, Commission and Payment

The fees, commission, and other charges payable to Mi Kas Realty Bonaire shall be agreed upon in writing before the commencement of our Services.

Commission becomes due upon the occurrence of the payment event agreed between Mi Kas Realty Bonaire and the Client in the applicable Agreement or commission arrangement.

Where no payment event has been agreed, commission becomes due:

- On a sale or purchase: upon the notarial transfer of ownership;
- On a lease or rental: upon the commencement date of the lease or rental agreement;
- On any other Service: upon completion of the Service concerned.

Unless expressly agreed otherwise in writing:

- Additional Services requested by the Client shall be charged separately;
- Government fees, taxes, registration fees, transfer duties, notarial fees, financing costs, inspection costs, valuation fees, and other costs charged by Third Parties remain the responsibility of the Client.

Invoices shall be payable within the payment period stated on the relevant invoice or, where no such period is stated, within thirty (30) days of the invoice date.

Failure to make payment when due may result in:

- Suspension of ongoing Services;
- Recovery of reasonable collection costs;
- Statutory interest, where applicable;
- Legal proceedings to recover outstanding amounts.

The Client shall not withhold payment or set off any claim against amounts due to Mi Kas Realty Bonaire, except where such withholding or set-off is permitted under applicable mandatory law.

Where the Client is a Consumer, the preceding paragraph applies subject to Article 14.

Any objection to an invoice shall be submitted in writing within the period stated in the applicable Agreement or, where no such period has been agreed, within thirty (30) days of the invoice date. Unless otherwise required by mandatory law, submitting an objection does not suspend the Client's obligation to pay any undisputed amount.

9. Third-Party Services

During the course of a transaction, Mi Kas Realty Bonaire may recommend or introduce independent third-party professionals, including but not limited to notaries, attorneys, mortgage advisers, financial institutions, surveyors, inspectors, architects, engineers, contractors, accountants, insurers, translators, immigration advisers, or government authorities.

Such recommendations are provided solely as a convenience to the Client.

Unless expressly agreed otherwise in writing, Mi Kas Realty Bonaire does not act as the representative, agent, employee, or partner of any such Third Party.

Accordingly, Mi Kas Realty Bonaire accepts no responsibility or liability for:

- The quality of services provided by Third Parties;
- Professional advice given by Third Parties;
- Fees charged by Third Parties;
- Delays caused by Third Parties;
- Errors or omissions committed by Third Parties;
- Any contractual relationship entered into between the Client and a Third Party.

The Client remains entirely free to appoint any qualified professional of their own choosing.

10. Anti-Money Laundering and Client Identification

Mi Kas Realty Bonaire complies with all applicable laws and regulations relating to anti-money laundering, counter-terrorist financing, sanctions, and client due diligence, including the Wet ter voorkoming van witwassen en financieren van terrorisme BES (Wwft BES) and any other applicable legislation in the Caribbean Netherlands.

Before providing certain Services or facilitating a transaction, we may be legally required to verify the identity of the Client and, where applicable, the identity of any beneficial owner, as well as the source of funds, source of wealth, tax residency, and any other information required under applicable law.

Where required, the Client shall promptly provide:

- Valid identification documents;
- Proof of residential address;
- Corporate registration documents;
- Information regarding beneficial ownership;
- Proof of funds and, where applicable, the source of wealth;
- Information concerning the intended transaction;
- Any additional information or documentation reasonably requested to enable Mi Kas Realty Bonaire to comply with its legal and regulatory obligations.

Mi Kas Realty Bonaire is required by law to report unusual transactions to the Financial Intelligence Unit – the Netherlands (FIU-Nederland), which receives such reports under the Wwft BES. Such a report is made without the Client's consent, and we are prohibited by law from informing the Client that a report has been made or is being considered. The Client acknowledges that making such a report does not constitute a breach of confidentiality or of any other obligation owed to the Client, and that Mi Kas Realty Bonaire accepts no liability for any consequence of complying with this statutory duty.

Mi Kas Realty Bonaire reserves the right to suspend, refuse, or terminate the provision of Services where the Client fails to provide the requested information, where the information provided cannot be satisfactorily verified, or where applicable law prohibits us from proceeding with the transaction. Where we are prohibited by law from stating the reason for such a decision, we may decline to do so.

Nothing contained in these Terms & Conditions shall require Mi Kas Realty Bonaire to provide Services or participate in any transaction that may expose the Company to legal, regulatory, financial, or reputational risk, or that would be inconsistent with its obligations under the Wwft BES or any other applicable law.

11. Confidentiality

Mi Kas Realty Bonaire recognises the confidential nature of information shared during the course of a real estate transaction.

Subject to applicable law, we shall treat all non-public information received from the Client as confidential and shall use such information solely for the purposes of providing our Services.

Confidential information may be disclosed only:

- Where necessary to perform the agreed Services;
- To independent professionals engaged in connection with the transaction;
- To government authorities where disclosure is required by law;
- Where disclosure is required under anti-money laundering or counter-terrorist financing legislation, including a report made under the Wwft BES as described in Article 10;
- Where disclosure is necessary to establish, exercise, or defend legal rights;
- With the Client's prior consent.

Disclosure made in compliance with a statutory duty does not constitute a breach of this article, and we may be prohibited by law from informing the Client that such a disclosure has been made.

This obligation of confidentiality shall survive termination of the Agreement for so long as the information remains confidential under applicable law.

Nothing in this article limits the processing of personal data as described in our Privacy Policy.

12. Limitation of Liability

Mi Kas Realty Bonaire shall perform its Services with reasonable care and professional diligence. However, to the fullest extent permitted by applicable law, our liability shall be limited as set out in this article.

Mi Kas Realty Bonaire shall not be liable for any indirect, incidental, consequential, punitive, or special damages, including but not limited to loss of profit, loss of income, loss of opportunity, loss of anticipated savings, business interruption, reputational damage, or any other indirect financial or commercial loss arising from or relating to the Services provided or any real estate transaction.

Where Mi Kas Realty Bonaire is liable for direct damage resulting from an attributable failure in the performance of its contractual obligations, our total aggregate liability shall, to the fullest extent permitted by applicable law, be limited to the amount of the commission or professional fees paid or payable by the Client in respect of the specific transaction giving rise to the claim, being, where the transaction was not completed, the commission that would have become payable had it been completed. This limit applies per claim, or per series of connected claims arising from the same cause.

Mi Kas Realty Bonaire shall not be liable for damage resulting from:

- Information supplied by sellers, buyers, landlords, tenants, government authorities, or other Third Parties;
- Decisions made by the Client;
- Market fluctuations or changes in market conditions;
- Financing decisions made by banks or other financial institutions;
- Delays or failures caused by Third Parties;
- Changes in legislation or government policy;
- Events constituting Force Majeure as described in these Terms & Conditions.

Any claim shall lapse unless the Client has notified Mi Kas Realty Bonaire of the alleged failure in writing within a reasonable period after the Client became aware of it, or reasonably should have become aware of it, and in any event within twelve (12) months of that moment.

Where the Client is a Consumer, this article applies subject to Article 14.

Nothing contained in these Terms & Conditions excludes or limits liability for fraud, intent, deliberate recklessness, death or personal injury where such liability cannot legally be excluded, or any other liability that cannot be excluded or limited under applicable mandatory law.

Where any exclusion or limitation contained in this article is held to be invalid, unenforceable, or unreasonable under applicable law, the remaining provisions shall remain in full force and effect, and the relevant provision shall be interpreted and enforced to the maximum extent permitted by applicable law.

13. Termination

Either party may terminate the Agreement by giving not less than thirty (30) days' prior written notice, unless a different notice period has been expressly agreed in writing.

Termination shall not affect:

- Rights and obligations accrued before the effective date of termination;
- Outstanding payment obligations;
- Commission or fees already earned;
- Reimbursement of costs and expenses already incurred;
- Confidentiality obligations;
- Intellectual property rights;
- Liability provisions;
- Any provision which, by its nature, is intended to survive termination.

Where the Client terminates the Agreement before completion of the Services, Mi Kas Realty Bonaire shall remain entitled to payment for:

- Services already performed;
- Marketing costs and advertising expenses actually incurred;
- Third-party costs incurred on behalf of the Client;
- Any other reasonable costs incurred before the effective date of termination.

Where, within twelve (12) months following termination of the Agreement, the Client concludes a purchase, sale, lease, or rental transaction with a party that was introduced to the Client by Mi Kas Realty Bonaire during the term of the Agreement, the agreed commission remains payable, provided that:

- The introduction was recorded in writing, or otherwise confirmed to the Client in writing, during the term of the Agreement; and
- That introduction contributed materially to the conclusion of the transaction.

Any amounts already paid by the Client under this article in respect of the same transaction shall be deducted from the commission payable. Where the Client is a Consumer, the amount payable under this paragraph shall not exceed the commission that would have been due had the transaction been concluded during the term of the Agreement, and shall be reduced in proportion to the extent that the transaction resulted from the efforts of the Client or of another intermediary.

Mi Kas Realty Bonaire may suspend or terminate the Agreement with immediate effect where:

- The Client provides false, misleading, or incomplete information;
- The Client fails to cooperate reasonably in the performance of the Services;
- Continued performance would violate applicable law or regulatory requirements;
- Mi Kas Realty Bonaire reasonably suspects fraudulent, unlawful, or unethical conduct;
- Required identification or compliance documentation is not provided;
- The Client materially breaches the Agreement and, where the breach is capable of remedy, fails to remedy it within a reasonable period after written notice.

Termination shall not affect any right to recover damages or any other remedy available under the Agreement or applicable law.

Nothing contained in this article limits any mandatory rights granted to Consumers under applicable law.

14. Provisions applying to Consumers

Where the Client is a Consumer, the following applies in addition to, and where inconsistent in place of, the provisions referred to below.

In respect of Article 8, the Consumer may suspend payment or set off a claim against amounts due to Mi Kas Realty Bonaire to the extent permitted by law, and the restriction on withholding and set-off does not apply.

In respect of Article 12, the limitation of our aggregate liability does not apply where the damage results from a failure to perform an obligation that is essential to the Services, and the period within which a claim must be notified is not shorter than the period provided by mandatory law.

15. Force Majeure

Mi Kas Realty Bonaire shall not be liable for any delay, interruption, or failure to perform its obligations where such delay, interruption, or failure results from a Force Majeure event beyond its reasonable control.

For the purposes of these Terms & Conditions, Force Majeure includes, without limitation:

- Natural disasters;
- Hurricanes;
- Flooding;
- Fire;
- Earthquakes;
- Epidemics or pandemics;
- War;
- Civil unrest;
- Terrorist acts;
- Government actions or restrictions;
- Changes in applicable law or government measures that directly prevent or materially delay the performance of the Agreement;
- Court orders;
- Labour disputes;
- Utility failures;
- Internet or telecommunications outages;
- Cybersecurity incidents;
- Banking or payment system disruptions;
- Transportation interruptions; and
- Any other event beyond the reasonable control of Mi Kas Realty Bonaire that prevents or materially delays the performance of its obligations.

Where a Force Majeure event occurs, Mi Kas Realty Bonaire shall use reasonable efforts to mitigate its effects and resume the performance of its obligations as soon as reasonably practicable.

If the Force Majeure event continues for more than sixty (60) consecutive days, either party may terminate the affected Agreement by written notice without liability for any resulting loss or damage, except for rights and obligations that accrued before the Force Majeure event occurred or before the effective date of termination.

Nothing contained in this article shall excuse either party from the obligation to pay any amounts that became due before the Force Majeure event arose.

16. Intellectual Property

Unless expressly agreed otherwise in writing, all intellectual property rights relating to the Services provided by Mi Kas Realty Bonaire shall remain vested in Mi Kas Realty Bonaire or its licensors.

This includes, without limitation:

- Photographs;
- Property descriptions;
- Marketing materials;
- Brochures;
- Floor plans prepared by us;
- Videos;
- Graphic designs;
- Logos;
- Branding;
- Databases;
- Website content;
- Social media content;
- Reports;
- Valuations;
- Presentations;
- Documentation;
- Other materials created by or on behalf of Mi Kas Realty Bonaire.

The Client receives only a limited, non-exclusive, non-transferable right to use such materials for the purpose for which they were supplied.

No material created by Mi Kas Realty Bonaire may be copied, reproduced, modified, distributed, published, licensed, commercially exploited, or otherwise used without our prior written consent.

Nothing contained in these Terms & Conditions transfers any intellectual property rights to the Client.

17. Website Use

The use of our website is additionally governed by our Disclaimer & Cookie Policy, which forms part of the legal framework governing our relationship with website visitors.

Visitors shall use the website only for lawful purposes and in accordance with applicable law. Without limitation, users shall not:

- Misuse the website;
- Interfere with the operation, availability, or security of the website;
- Attempt to gain unauthorised access to any part of the website or its underlying systems;
- Upload malware or malicious software;
- Use automated systems to collect website content without our prior written permission;
- Copy, reproduce, distribute, or commercially exploit any content published on the website;
- Use the website in a manner that infringes the rights of Mi Kas Realty Bonaire or any Third Party.

The publication of property information on our website does not constitute a legally binding offer.

The rights and obligations relating specifically to website use, cookies, liability, and intellectual property are further described in our Disclaimer & Cookie Policy.

18. Complaints

Mi Kas Realty Bonaire is committed to providing professional and high-quality Services.

If the Client believes that our Services have not been performed satisfactorily, the Client should submit the complaint in writing as soon as reasonably practicable after becoming aware of the matter.

The complaint should include:

- The Client's name and contact details;
- A clear description of the complaint;
- Any relevant documentation or supporting evidence;
- The outcome requested by the Client.

Mi Kas Realty Bonaire will acknowledge receipt of the complaint within five (5) Business Days after receipt and will endeavour to provide a substantive written response within thirty (30) days. Where additional time is reasonably required due to the nature or complexity of the complaint, the Client will be informed accordingly.

Submitting a complaint does not suspend the Client's contractual obligations, including payment obligations, except where suspension is permitted under applicable mandatory law.

Nothing contained in this article limits or excludes any statutory rights or remedies available to the Client under applicable law.

19. Applicable Law and Competent Court

These Terms & Conditions, together with any Agreement concluded between Mi Kas Realty Bonaire and the Client, and any non-contractual obligations arising from or relating to them, shall be governed by the law applicable in the Caribbean Netherlands, including the Civil Code BES (Burgerlijk Wetboek BES).

Any dispute arising from or relating to these Terms & Conditions, the Agreement, or the Services provided by Mi Kas Realty Bonaire shall be submitted exclusively to the competent court in Bonaire.

Nothing contained in this article limits or excludes any mandatory rights that cannot lawfully be restricted, including any mandatory right of a consumer to bring proceedings before, or to be sued only before, the courts of their country of residence, or any other mandatory consumer protection granted under applicable law.

20. Amendments

Mi Kas Realty Bonaire may amend these Terms & Conditions from time to time in order to reflect changes in applicable law, regulatory requirements, business operations, or the Services we provide.

The version published or otherwise provided to the Client at the time an Agreement is concluded shall apply to that Agreement, unless mandatory law requires a different approach. The date from which the current version applies is stated in the footer of this document, and each version is identified by that date.

Updated versions shall supersede all previous versions from their effective date.

Where required by applicable law, Clients will be informed of material amendments before such amendments take effect.

No amendment shall affect rights or obligations that arose before the effective date of the amended Terms & Conditions unless otherwise required by law.

21. Contact Details

If you have any questions regarding these Terms & Conditions or our Services, please contact Mi Kas Realty Bonaire using the contact details below.

Mi Kas Realty Bonaire

Address: Kaya Aleksandrit # 14, Santa Barbara

Email: support@mikasrealtybonaire.com

Telephone: +599 796 2756

Website: www.mikasrealtybonaire.com

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