

General terms and conditions of sale

ARTICLE 1 – Scope of application

These General Terms and Conditions of Sale apply, without restriction or reservation, to any purchase of the room or apartment reservation services offered by TIKO LODGE SXM. The descriptions of the rentals are presented on the website. The Customer is required to read them before any reservation. The choice and purchase of a rental is the responsibility of the Customer. The Customer declares: - Make the reservation of rooms or apartment and ancillary services for his personal needs. - Be able to save and print these General Terms and Conditions of Sale. The contact details of TIKO LODGE SXM are as follows: **TIKO LODGE SXM 21 rue des Arawaks Oyster Pond 97150 SAINT MARTIN**. These conditions apply to the exclusion of all other conditions, it is brought to the attention of the customer that TIKO LODGE SXM concludes partnership agreements with third party travel providers. These General Terms and Conditions of Sale are accessible at any time on the TIKO LODGE SXM website and will prevail, if necessary, over any other version or any other contradictory document. Unless proven otherwise, the data recorded in the computer system of TIKO LODGE SXM constitute proof of all transactions concluded with the customer. They have the same value as a handwritten signature on paper. TIKO LODGE SXM ensures the preservation of the writings establishing the conclusion of the contract in electronic or paper format for a maximum period of 5 years. The processing of the information communicated through the website has been declared to the CNIL.

ARTICLE 2 – Reservations

The customer selects on the site the services he wishes to book: - Selection of the type of room or apartment, the rate, the period and the ancillary services - Verification and validation of the details of the reservation (total amount of the reservation, the conditions of the rate, its coordinates and the period) - Reporting of any errors to TIKO LODGE SXM - Entry of the details of his credit card in case of guarantee or prepayment - Consultation the general conditions of sale and the conditions of the selected rate prior to the validation of his reservation - Validation of his reservation. Any reservation will be considered final only after the customer has been sent confirmation of acceptance thereof, by e-mail and after receipt of a deposit of 50% of the entire reservation. TIKO LODGE SXM reserves the right to cancel or refuse any reservation of a customer with whom there is a dispute relating to the payment of a previous reservation. Each reservation is nominative and can in no case be transferred to a third party.

ARTICLE 3 – Cancellation of a reservation

The customer has 24 hours after returning this signed form, to cancel his reservation free of charge

In case of cancellation received between 30 days and 48 hours before the scheduled arrival date, 50% of the total amount paid will be held on the designated credit card.

In case of cancellation received less than 48 hours before the scheduled arrival date or no show on the indicated arrival date, and without notification of delay from you, 100% of the total amount will be retained. In case of premature departure, the total amount will still be debited.

ARTICLE 4 – Prices are in Euros

The rates take into account any reductions that may be granted by TIKO LODGE SXM under the conditions specified on the website. These rates are firm and non-revisable during their period of validity, as indicated on the website. The rates do not include the tourist tax payable directly on site with TIKO LODGE SXM. The customer undertakes to pay these various taxes without any dispute to TIKO LODGE SXM. The payment requested from the customer corresponds to the total amount of the purchase, with the exception of this tax. Unless otherwise stated on the site, ancillary services (breakfast, etc ...) are not included in the price.

ARTICLE 5 – Terms of payment

Payment is made as follows: The customer pays 50% at the time of booking to block the accommodation and the floor is paid on the day of arrival by secure payment: - by credit cards: Visa, Master Card - by bank transfer or VAD. Payment is made in full 100% if the client shows up directly on site for the same day of booking. When booking, the Customer communicates his bank details by specifying the name of the credit card, the number of the credit card, the date of validity (the credit card must be valid until the end date of the stay) and the cryptogram. The customer will present himself with the credit card that allowed him to make the payment of the reservation. He may be asked to present an identity document as part of the procedures to prevent credit card fraud. TIKO LODGE SXM will not be obliged to provide the Services ordered by the Customer if the price has not been previously paid to him in full under the conditions and above indicated.

ARTICLE 6 – Provision of Services

The services reserved by the customer, which include the services of reservation of rooms or apartment and ancillary services will be provided according to the following modalities: - Upon arrival, the customer will be asked to present his identity document to ensure his obligation to complete a Police Sheet. - TIKO LODGE SXM is a completely non-smoking area. The customer will be held responsible for direct and/or indirect, consequential damages resulting from the act of smoking inside the rooms, apartment and breakfast room. He will therefore be liable for the full amount of the costs of cleaning and restoration to the original condition of the damaged element or space. - The personal belongings of the customer left in the room or apartment or in the public areas of TIKO LODGE SXM are his sole responsibility. - The customer accepts and undertakes to use the room in good father. Also any behavior contrary to good morals and public order will lead TIKO LODGE SXM to ask the customer to leave the establishment without any compensation and or without any refund if a payment has already been made. In the event that no payment has yet been made, the customer will have to pay the price of the nights consumed before leaving the establishment. - The Customer will be held responsible for all direct and/or indirect damages, consequential, of which he is the author, found in the room or apartment booked or that he could cause within TIKO LODGE SXM. Consequently, he undertakes to compensate the Hotel up to the amount of said damages, without prejudice to any damages that may be due, procedural costs and lawyers incurred. - The room or apartment will be made available to the customer on the day of arrival at 2 p.m. and the customer will leave the room or apartment on the day of departure at 11 a.m. Otherwise, an additional night will be charged to the customer. The customer will have to check his departure date. TIKO LODGE SXM undertakes to make its best efforts to provide the services reserved by the customer, within the framework of an obligation of means. The customer will have a period of 8 days from his date of departure to issue, in writing, reservations or complaints concerning the provision of services, with all the supporting documents relating thereto, to the Hotel. No claim can be validly accepted in case of non-compliance with these formalities and deadlines by the customer. In the event of an exceptional event, force majeure or impossibility of making the room or apartment reserved available to the customer, TIKO LODGE SXM reserves the right to have the customer accommodated totally or partially in a hotel of equivalent category, for services of the same nature and subject to the prior agreement of the Customer.

ARTICLE 7 – Force majeure

The Parties may not be held liable if the non-performance or delay in the performance of any of their obligations, as described herein, results from a case of force majeure, within the meaning of Article 1218 of the Civil Code.

ARTICLE 8 – Applicable law

Language These General Terms and Conditions of Sale and the operations resulting from them are governed by and subject to French law. These General Terms and Conditions of Sale are written in French. In the event that they are translated into one or more foreign languages, only the French text shall prevail in the event of a dispute.

ARTICLE 9 – Disputes

All disputes to which the purchase operations concluded in application of these General Terms and Conditions of Sale could give rise, concerning their validity, interpretation, execution, termination, consequences and consequences and which could not have been resolved between TIKO LODGE SXM and the Customer will be submitted to the competent courts under the conditions of common law.