

GENERAL CONDITIONS OF RENTAL – BOOKSTMARTIN.COM

BOOKING

By booking on the bookstmartin.com website, you acknowledge having read and accepted these general conditions which apply by checking the dedicated box on the final reservation module. You also acknowledge that you are not a minor or legally incapable of entering into a contract; proof of identity will be required to confirm the reservation.

PAYMENT

The reservation will only be effective when the deposit payment (10% of the total rental price) is validated and after an invoice has been issued by the agency. The balance must be paid no later than 30 days before arrival. If you book less than 30 days before your arrival, the total price of the stay is to be paid in full upon booking. Any failure to pay the balance within these deadlines will constitute cancellation. The rental price is expressed in euros and is inclusive of all charges unless otherwise stated. For reservations made by mail, telephone or internet, travelers does not benefit from the withdrawal period, in accordance with article L.121-20-4 of the Consumer Code relating in particular to the provision of accommodation services provided on a specific date or at a specific frequency.

CANCELLATION BY THE TENANT

Flexible Cancellation Policy (*last update August 15 2024*)

If you need to cancel your reservation, you must do so by email. Understanding the value of flexibility, our cancellation policy is tailored to accommodate your plans, ensuring you can book your stay with peace of mind.

- . Cancel Up to 30 Days Before Arrival and receive a full refund.
- . Cancellations within 30 days of arrival are not eligible for a refund.
- . If you do not show up or if you leave the accommodation prematurely: no refund.

CANCELLATION BY OWNERS

The owners can cancel the contract before the start of the stay in the event of exceptional circumstances (illness, death, fire, etc.). In this case, we will refund all monies paid and we will not be liable for any further damages.

ARRIVAL AND DEPARTURE OF THE RENTAL

Once your reservation is fully paid, you will receive an email with all the necessary details for your stay, including the address, contact information, and other important instructions.

Arrival and departure times are mentioned in the announcements, they must be respected. You must leave all keys in the apartment when you leave. If you lose keys, you will have to pay for their replacement.

ACCOMMODATION

The listings offered are only intended for tourist or private vacation use. It is strictly forbidden to organize commercial or professional activities or parties without our agreement or that of the owners. You cannot exceed the maximum number of people allowed in the accommodation. If you do, BookStMartin or the owners reserve the right to cancel the reservation.

SECURITY DEPOSIT (SECURITY)

Depending on the accommodation, you may be required to pay a security deposit, the amount of which is specified in the rental contract. The deposit will be used to cover any damage you may cause.

ENTRY INTO THE PREMISES – YOUR RESPONSIBILITIES

You must check the condition of the accommodation and household appliances upon arrival and report any complaints within 24 hours.

All claims or complaints regarding the property must be reported immediately during your stay. Any issue must be communicated on-site to BookStMartin or the property manager, who will make every effort to resolve it as quickly as possible.

No refund or compensation can be claimed after departure for an issue that was not reported during the stay.

HOUSEHOLD SERVICES

Before your arrival, the complete cleaning of the property is carried out. You must leave the rental clean when you leave, even if the final cleaning service is included. The accommodations must be left clean and in good condition.

Care for the Property

Please note that as guests, you're expected to look after the rental property. Any damages that occur during your stay will be your responsibility. **We trust you'll treat the home with the same respect as if it were your own.**

INSURANCE

The owner and/or his representative cannot be held responsible if you suffer theft, damage to your property, a criminal act or an assault in the rented accommodation, whether you are the victim or the perpetrator. It is

your responsibility to take the necessary precautions to protect your valuables, avoid accidents and insure yourself against risks that fall under your rental liability or that cover your personal property. We advise you to check if your "home" insurance covers your liability in the event of a problem during your rental.

DESCRIPTION OF RENTALS

We carefully detail each property we offer and we strive to ensure that the descriptions and photographs we provide are true to life. However, minor changes may occur. Indeed, in the interest of improvement and for your comfort, the owners reserve the right to make modifications to the specifications of the accommodation if they deem them necessary, to ensure the smooth running of the stay.

While we endeavor to ensure that the presentation of each property accurately reflects its current state, we cannot be held responsible for any discrepancies or modifications that may occur due to external factors beyond our control, such as environmental changes, construction work in the vicinity, or alterations made by the owners after the photographs were taken or descriptions were written.

By agreeing to our terms and conditions, you acknowledge and accept that we cannot be held liable for any changes or inaccuracies in the property descriptions or photographs that may affect your stay.

ACCESS TO RENTAL

The owner can access the rental in case of force majeure or for maintenance purposes, by informing you in advance.

GUESTS PRIVILEGES

As part of your stay, we are delighted to offer you access to exclusive benefits through our partnerships with trusted local businesses. These privileges are designed to enhance your experience with special rates, offers, and unique services.

While we strive to maintain an up-to-date list of partners and privileges, please note that changes in ownership, management, or internal policies within these businesses may occasionally occur without our knowledge. In such cases, BookStMartin cannot be held responsible for any modifications or interruptions to the offers provided.

Our goal is to ensure a seamless and enjoyable experience, and we appreciate your understanding should unforeseen changes arise.

RESPONSIBILITIES OF THE AGENT AND THE OWNER

The owner undertakes to make available to the client the rented accommodation in accordance with the description. The owner and/or his agent cannot be held responsible for death or personal injury, loss, breakages or delays beyond their control. Interruptions in the operation of general public services in St. Martin (such as water, electricity, or internet) do not warrant a rent reduction or refund.

The owner and/or BookStMartin are not responsible for noise pollution or disturbances from outside.

The presence of tropical insects (such as ants, mosquitoes, or lizards) is a natural occurrence in the Caribbean and does not constitute a defect in the rental property.

Despite regular pest control treatments, it is not possible to fully eliminate these environmental factors. BookStMartin and property owners cannot be held responsible for the presence of insects, and no refunds or compensation will be granted in relation to this matter.

Any request for a refund or commercial gesture remains at the sole discretion of the property owner. BookStMartin acts exclusively as an intermediary and does not have the authority to grant refunds, discounts, or any form of compensation on behalf of the property owner.

By making a reservation, the guest acknowledges that the rental contract is established directly between the property owner and the guest. BookStMartin is not a party to this contract and assumes no responsibility for any financial claims, rental disputes, or compensation requests.

APPLICABLE LAWS

The rental conditions and rental contracts are subject to French law. These general conditions of sale by internet can be modified at any time and/or supplemented by our services and the new version will apply automatically for all customers.

By making a reservation on our platform, or through direct communication such as email or phone, you certify that you have read, understood, and accepted our Terms & Conditions.