



## Terms and conditions of sale

In order to benefit from the services offered by the hotel LA PLANTATION, we ask you to read the general conditions below carefully.

SOCIETE HOTELIERE DE LA BAIE ORIENTALE - Hôtel La Plantation C5 Orient Bay 97150 SAINT MARTIN  
- Tel: 0590 29 58 00- <https://www.la-plantation.com/> - Tourist hotel \*\*\*\* - Classification decision by the Collectivité de Saint Martin dated 29 June 2022 and valid until 29 June 2027. SIRET n°380 603 472 00016/ APE 5510Z - Form: Limited liability company - Share capital: 4 573.47 euros - Registered office: Parc de la Baie Orientale N°5, 97150 Saint-Martin - RCS BASSE-TERRE N°: 380 603 472- Intracommunity VAT N°: FR51380603472

### ARTICLE 1. SCOPE OF THESE GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale apply, without restriction or reservation for any purchase of services (hereafter "Services") offered by the company, SOCIETE HOTELIERE DE LA BAIE ORIENTALE (hereafter "Provider") to consumers and non-professional customers (hereafter "Client" or "Clients") via its internet website [www.la-plantation.com](http://www.la-plantation.com) (hereafter the "Site").

The principal features of these Services are displayed on the Site. The Client is required to read them before placing any order. The choice and purchase of a Service are the sole responsibility of the Client. The conditions apply with the exclusion of any other conditions, including those applicable for other marketing channels for these Services.

They may be supplemented by special conditions, set out on the Site, before any transaction with the Client. These General Terms and Conditions of Sale are accessible at any time on the Site and, where applicable, take precedence over any other version or any other contradictory document. Unless proved otherwise, the data recorded in the Provider's computer systems are evidence of all transactions entered into with the Client.

The Client declares to have read these General Terms and Conditions of Sale and to have accepted them by checking the box provided for this purpose before carrying out the online booking process as set out below. The confirmation of the reservation of Services by the Client implies acceptance without restriction or reservation of these General Terms and Conditions of Sale. The Client acknowledges and declares having the required capacity to contract and acquire the Services defined herein and offered on the Site. The present General Terms and Conditions of Sale may be modified,

with the applicable version for the Client's purchase is the version in place on the Site on the date of making the request.

These General Terms and Conditions of Sale are valid from 13 November 2024.

Changes to these General Terms and Conditions of Sale are applicable to users of the Site from the time they are published online and cannot be applied to transactions completed before this time.

## **ARTICLE 2. HOLIDAY BOOKING AND PAYMENT**

The Client selects the Services from the Site that he/she wishes to book.

For full information about the Services available, the Client can refer to the catalogue of Services on the Site or to a printed brochure, or can have these Services explained by the Provider's booking agents over the phone [0590 29 58 00] or by electronic means [info@la-plantation.com](mailto:info@la-plantation.com).

He/She decides on the Services he/she wishes to book at the time of reservation. After reading the content of the Services, the Client acknowledges the destination, the price and the reservation terms and conditions of all the characteristics of the stays and accommodation.

They accordingly acknowledge having requested and obtained all the information necessary to make a reservation with full knowledge of the facts and under his/her own responsibility.

Reservations made on the Site are completed when the Client accepts these General Terms and Conditions of Sale by checking the box provided for this purpose and validates his/her booking. This validation implies the acceptance of all of the General Terms and Conditions of Sale and represents a proof of sales contract.

A booking will only be considered definitive after:

- the Provider sends its acceptance of the reservation, via email, and
- payment has been sent by the Client according to the conditions applicable to his/her offer.

The Client undertakes not to take up residence there and not to exercise any professional activity at LA PLANTATION.

## **ARTICLE 3. RATES AND PAYMENT METHODS**

### **a. Rates**

The Services offered by the Provider are provided at the prices in force on the Site. The price of the Services is indicated in euros (€), including VAT at the legal rate in force. The amount of the tourist tax is not included in the price. The tourist tax applies to people aged 18 and over (amount in force per night and per person aged 18 and over in Saint Martin, in a 4-star tourist hotel). Our prices include VAT and are subject to change in the event of an increase in the rates of the taxes to which our holidays are subject. Prices take into account any reductions or promotions that may be granted by the Service Provider under the conditions specified on the Site. These prices are firm and definitive at the time of booking.

The Provider specifies that prices change as the season progresses.  
The price displayed, preceded by the words "from", is the lowest price available.

#### **b. Conditions and payment methods**

Payments can only be made by secure channel, following the methods listed here:

By credit card: Visa, Carte Bleue, MasterCard

By bank cheque

By bank transfer

Payment by bank card is non-reversible, except where the card has been used fraudulently. In this situation, the Client may request a cancellation of the payment and refund of the corresponding amount.

To pay by bank cheque, it must be issued by a bank based in mainland France or Monaco. Cheques are cashed on receipt. Any delay in payment leads to the entitlement to a flat-rate fee of forty (40) euros. In addition, the Provider reserves the right where payment conditions detailed above have not been met, to cancel the provision of Services reserved by the Client.

Payments made by the Client will not be considered final until after actual receipt of the amount due to the Provider. Each payment must be accompanied by the file reference shown on your confirmation of stay from the Provider.

Payments are organised as follows:

#### **For our standard offer**

- A deposit of 30% of the total price (including tax) of the reservation must be received by the Provider within a maximum of 24 hours from the date on which the reservation is confirmed by the Provider. In this case, the balance must be paid the day before arrival or on the day of arrival at the latest.
- For bookings made less than 24 hours before the start of the holiday, the full amount must be paid at the time of booking or on arrival at the latest.

#### **c. Price reductions - Promotional operations**

If the Client benefits from a price reduction as part of a promotional operation, he/she must take advantage of it as soon as he/she makes the reservation.

Promotional offers are subject to certain conditions detailed on our website. Additionally, price reductions or promotional offers may be subject to cumulative conditions detailed on our Site. Once the confirmation or the invoice has been issued, the Client will not be able to claim any further discounts.

#### **d.Compléments possibles**

Possible supplements to add to your basket:

- Breakfast per person: €20 / day
- Cot: free of charge

#### **Article 4. CANCELLATION OF RESERVATIONS**

The Client is reminded that he/she has no right of cancellation as set out in article L. 221-8 of the French Consumer Code, and in accordance with Article L. 221-28 paragraph 12 of the French Consumer Code which excludes this right for contracts concerning the provision of accommodation services, which must be provided on a date or for a specified period.

##### **a. Cancellation by the Provider**

Where the cancellation is initiated by the Provider, except in situations of force majeure, the Service will be reimbursed by bank transfer, within 60 days of the cancellation date by the Provider. This cancellation shall not give rise to the payment of damages.

However, on the condition that the applicable legislation permits, the establishment reserves the right to reimburse the Client in another form, namely a voucher.

##### **b. Cancellation by the Customer**

Remember that any cancellation must be notified to the Provider by email or by registered mail with acknowledgement of receipt. Where an email is sent as notification, for it to be effective the Provider must acknowledge its receipt.

In the event of cancellation by the Customer, please refer to the specific conditions applicable to the Customer. These are indicated prior to your definitive booking when you select the offer you have chosen.

- Non-refundable offers: No refunds are possible. All sums paid are retained by our establishment.
- Standard offers: These are offers that are not specifically mentioned at the time of booking.

If the cancellation is made more than 3 (three) days before the start of the holiday, 100% (one hundred percent) of the sums paid by the customer for the holiday will be refunded.

If the cancellation is made less than 3 (three) days and up to 1 day (12:00) before the start of the stay, the deposit will be retained by the establishment. Any sums paid by the customer in excess of the deposit will be refunded.

If the cancellation is made after 12.00 noon on the day before the start of the stay, the customer is liable for the full amount of the stay.

When a refund must be made for a cancellation made by the customer and except in cases of force majeure, the establishment will refund the customer by bank transfer within 60 days of the

cancellation. Nevertheless, provided that the applicable legislation allows it, the establishment reserves the right to reimburse the customer in any other form (in particular, a credit note).

#### **ARTICLE 5. MODIFICATION OF RESERVATIONS**

The Client may request the modification of his/her booking, dates and/or type of accommodation, by written request addressed to the Provider (letter or email) within the limits of availability and feasibility. Postponement to a following season is not acceptable.

If modification is not possible, the Client must continue with their holiday with the initial booking terms or cancel following the terms detailed above.

Any request to extend the duration of a stay will be carried out depending on availability and with the tariffs in place at the time of the modification request.

Any request to shorten a stay is considered a partial cancellation and will be subject to cancellation terms. For application of this cancellation, the stay is considered an indivisible whole that cannot be divided or shared.

IMPORTANT: Any shortened, interrupted or abbreviated stay (late arrival, early departure) will not be refunded.

#### **ARTICLE 6. YOUR STAY**

##### **a. Arrival and departure**

Arrival days vary depending on the period and type of booking. Arrival occurs after 4 pm on the arrival day, subject to the presentation of a valid piece of identification. A valid piece of identification is a current passport or a national identity card. When paying by credit card a valid piece of identification is obligatory and must belong to the card holder.

On the day of departure, rented accommodation must be vacated before 11 am. Late check-out is only available, subject to availability, to be purchased the day before departure at a price of 40 euros. Late check-out allows, provided that it has been paid for and booked the day before departure at reception, the Client to use the accommodation until 2 pm at the latest.

For any delayed departure, you may be charged an additional night at the price of the night in effect on the day of the delayed departure.

##### **b. During your stay**

###### **i. Internal rules and Client obligations**

The internal rules are posted inside the Provider's facility. All clients must comply with the provisions of the internal rules. Additionally, each Client is personally responsible for any disturbance and nuisance caused by persons staying with or visiting them.

A rental accommodation is intended for a specific number of occupants and must not in any case be inhabited by more than this number of people. This contract cannot be transferred by the Client without prior written agreement from the Provider. Minors must be accompanied by their parents or legal guardians.

Electric cars belonging to the Customer must be recharged using the charging sockets and charging points, whether free or chargeable, provided for this purpose and indicated or made available by the Service Provider.

In the event of violent or inappropriate behaviour, abusive and/or racist language, verbal or physical aggression and, more generally, in the event of serious and/or repeated breaches of the establishment's internal regulations, the Provider reserves the right to ask the Customer to leave the establishment. No refund of any kind will be given in such cases.

## **ii. Loss, theft or damage**

Hôtel LA PLANTATION accepts no responsibility for theft, loss or damage to guests' belongings during their stay. Each room is equipped with a safe, the combination of which is left to the customer's choice; valuables must be placed in it. The car park provided for customers is not supervised, so parked vehicles are not monitored. The customer shall be held responsible for any damage, deterioration or act of vandalism that may occur as a result of occupying the premises and/or as a result of the participants and/or the staff for whom he/she is responsible, to movable, decorative and immovable property belonging or not belonging to the hotel. As a result, Hôtel LA PLANTATION may ask the customer to leave the establishment without any compensation or reimbursement for the stay in progress, and may also ask the customer to reimburse any damage caused by these acts. It may happen that certain facilities offered and indicated in the description are withdrawn, in particular for climatic reasons.

Hôtel LA PLANTATION shall be exempt from liability in cases where the non-performance or delay in the performance or improper performance of the contract is attributable either to the Customer or to the unforeseeable and insurmountable act of a third party unrelated to the provision of the services provided for in the contract or to a case of force majeure as defined in Article 1218 of the French Civil Code.

Hôtel LA PLANTATION declines all liability in the event of erroneous or fraudulent information provided by the Customer. Access to the various facilities (including the swimming pools, car park and gardens) is under the sole responsibility of the users. Children are the responsibility of their parents. No violent games may be played on the premises.

## **iii. Pets**

Pets are accepted for a flat fee of 5 euros/day/pet. They must be kept under constant supervision and on a leash by their owner during the stay. Any breach of safety or hygiene caused by the animal may be penalised by the expulsion of the Client.

The vaccination booklet for dogs and cats must be up to date. Access of first category dogs to public transport, public places except the public highway and to premises open to the public is strictly forbidden. Second category dogs must be muzzled and kept on a leash by an adult.

## **ARTICLE 7. POLICE SHEETS**

Articles R814-1 to R814-3 of the Code on the Entry and Residence of Foreigners and the Right of Asylum states:

For the purposes of preventing public disturbance, criminal investigations, and research in the interest of people, hotel operators, operators of holiday villages and family holiday homes, residences and tourist villages, renters of furnished tourist and guest rooms, operators of campsites, caravanning sites and other developed sites are required to have an individual police form completed, or to have the foreigner complete and sign it upon arrival, the model of which is laid down by joint order of the Minister of the Interior, the Minister responsible for Immigration and the Minister responsible for Tourism.

Natural and legal persons renting unfurnished facilities are not subject to the requirements of this article.

In particular, the personal data collected in application of article R.814-1 includes:

- Surname and first names;
- Date and place of birth;
- Nationality;
- The usual home address of the foreigner;
- Mobile phone number and email address from abroad;
- The date of arrival at the facility and the expected date of departure.

Children under the age of 15 may be listed on the form of an accompanying adult.

The records made must be kept for six months and handed over to the police and gendarmerie units at their request. This transfer may take place electronic means.

## **ARTICLE 8. PROTECTION AND MANAGEMENT OF PERSONAL DATA**

### **a. Framework and information**

The Company, LA PLANTATION, carries out processing of personal data. This is carried out in compliance with GDPR and the French Data Protection Act (Loi Informatique et Liberté).

The personal data that is collected varies depending on how the services are used. The personal data collected or stored are directly communicated by the person concerned and/or are collected from activity on the website and the use of services.

In accordance with French law 78-17 of 6 January 1978, modified by law no. 2018-493 of 20 June 2018, it should be noted that personal data requested from the Client is required for the processing of his/her booking and for the execution of invoicing, more specifically.

This data may be communicated to any partners of the Provider responsible for this activity, for processing, management and payment of bookings.

The processing of information communicated by an intermediary of the Site complies with the legal requirements in regard to the protection of personal data, by using a computer system that ensures optimum protection of this data.

The Client has the right, in compliance with the national and European laws in place to permanent access, modification, correction, object to its portability and restriction of processing of his/her personal data.

This right may be exercised by contacting this address: [info@la-plantation.com](mailto:info@la-plantation.com).

Thus, personal data may be collected:

- Upon reservation of your accommodation
- Following participation in a satisfaction survey
- When making a claim
- When navigating our website

LA PLANTATION may in particular communicate and transfer your Personal Data to: survey institutes, marketing offices, tour operators, travel agencies, more generally, to Business Partners (under the terms of which the marketing department on which LA PLANTATION Company depends) as well as to any other possible subcontractor.

Subcontractors will be required to comply with the GDPR and the French Data Protection Act.

For transfers outside the Member States of the European Union, the establishment will ensure that the level of protection of the consignee is sufficient.

## **b. Purposes**

Such processing of personal data is based on the legitimate interest pursued by LA PLANTATION and its partners when they pursue the following purposes:

- The management of reservation requests
- The follow-up of customer files and requests
- The execution and follow-up of accommodation services and related or annexed services
- The management of the commercial relationship with the Client in order to improve, optimise and personalise the services and tools offered to the customer
- Commercial prospecting
- The management of the relationship with customers and prospects
- Customer loyalty
- Marketing (to adapt our offers to customers for example)
- The establishment of satisfaction surveys

Personal data collected must be "accurate" and kept up to date. This is why LE PHARE will rectify or erase them with each modification of which it is aware.

Such processing of personal data is also based on compliance with legal or regulatory obligations when pursuing the purposes of:

- Accounting and invoicing
- The prevention of money laundering and terrorist financing and the fight against corruption,
- Compliance with the obligation provided for in Article R814-1 of the Code on the Entry and Residence of Foreigners and the Right of Asylum, which stipulates that the establishment "is required to fill out, or have filled out and signed by the foreigner, upon arrival, an individual police form".



### **c. Storage**

Data collected is kept for the duration necessary for the operations for which it was collected and in accordance with the applicable regulations.

#### **REGARDING THE INDIVIDUAL POLICE SHEET**

The individual police sheet is kept for six months and is given to police and gendarmerie units on request.

#### **REGARDING DATA RELATING TO THE MANAGEMENT OF CUSTOMERS AND PROSPECTS:**

With regard to possible prospecting operations aimed at customers, their data may be kept for a period of three years from the end of the commercial relationship. Personal data relating to a prospect, who is not a customer, may be kept for a period of three years from the date of collection or from the last contact from the prospect. At the end of this three-year period, we will be able to contact you again to find out whether you wish to continue receiving commercial solicitations.

#### **REGARDING IDENTITY DOCUMENTS:**

In the event of exercise of the right of access or rectification, data relating to identity documents may be kept for the period provided for in Article 9 of the Code of Criminal Procedure, i.e. one year. If the right of opposition is exercised, these data may be archived for the limitation period provided for in Article 8 of the Code of Criminal Procedure, i.e., six years.

#### **REGARDING THE MANAGEMENT OF LISTS OF OBJECTIONS TO RECEIVING PROSPECTING:**

The information enabling us to take into account your right of opposition is kept for a maximum of three years from the exercise of the right of opposition.

#### **ON AUDIENCE MEASUREMENT STATISTICS:**

The information stored in the users' terminal or any other element used to identify users and allowing their traceability or attendance will not be kept for more than 13 months.

### **d. Rights of individuals with regard to their personal data**

Under the applicable legislation on the protection of personal data, you can benefit from the following rights:

- The right of access to personal data
- The right to rectify or erase such data
- The right to suppress or limit processing
- The right to object to processing
- The right to withdraw consent
- The right to object to the receipt of future marketing materials
- In certain cases, the right to portability of personal data where technically possible
- The right to determine the fate of your data after your death
- right to lodge a complaint with a supervisory authority (in France, this is the CNIL)

### **e. Exercise of these Rights**

To exercise your rights, you may contact us with details of your first and last names and your address at this email address: [info@la-plantation.com](mailto:info@la-plantation.com) or by post at the following address: Hôtel La Plantation C5 Orient Bay 97150 SAINT MARTIN  
All applications must be accompanied by a copy of a signed identity document.

#### **f. Terminology given by the General Data Protection Regulations**

Personal data is defined as: "Any information relating to an identified or identifiable natural person; an "identifiable natural person" is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more factors specific to his physical, physiological, genetic, mental, economic, cultural or social identity;"

Processing is defined as: "Any operation or set of operations which are performed upon personal data or sets of personal data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, limitation, erasure or destruction;"

#### **ARTICLE 9. COMPLAINTS**

The Client can access a complaints procedure to make known any dissatisfaction they may have with the course of their stay.

In order to make a complaint, the Client can send their complaint by post Hôtel La Plantation C5 Orient Bay 97150 SAINT MARTIN), by email ([info@la-plantation.com](mailto:info@la-plantation.com)), or through our customer satisfaction surveys given at the end of the stay.

For the duration of the stay, our reception and concierge teams are available from 8 am to 8 pm to take into consideration any complaints. Complaints may relate to the conformity of the accommodation to the reservation, the conformity of the services in relation to the Client's expectations.

The Provider undertakes to respond in detail to any written complaint that is not anonymous. If the Client expects compensation for their claim, it must be written by registered letter with acknowledgement of receipt to the village manager within one month after the stay without omitting the file number.

#### **ARTICLE 10. LIABILITY**

In accordance with legal provisions the Provider is committed to the conformity of its benefits and services to the regulations in force.

The Client expressly recognises that the Provider cannot be held responsible, as a result of communication by its partners or by any third party of false information which may be mentioned in the brochure or the Site belonging to them, and in particular the presentation photos, qualifiers, activities, leisure activities, services and dates of operation. All photos and texts used in the brochure or on the website are non-contractual. They are only indicative.

It may occur that certain activities and facilities proposed by the Provider and indicated in the description in the brochure or Site may be cancelled for reasons imposed by an administrative entity, for the application of health protection purposes, for security reasons or in the event of force majeure as defined by the French courts.

The Provider will be exempted from any responsibility in the cases where the improper or the poor performance of the contract is attributable either to the Client, or to the unforeseeable and insurmountable fact of a third party foreign to the supply of the services envisaged in the contract or to a case of absolute necessity defined in article 1218 of the Civil code.

#### **ARTICLE 11. APPLICABLE LAW, DISPUTES AND COMPETENT COURT**

These General Terms and Conditions of Sale are subject to the law of France.

In accordance with the provisions of the Consumer Code concerning "the mediation process for consumer disputes", the client has the right to use the mediation service offered by the Provider free of charge.

The "consumer law" mediator thus proposed is Centre de la Médiation de la Consommation de Conciliateurs de Justice (CM2C).

This mediation facility can be reached by:

- electronically [www.cm2c.net](http://www.cm2c.net) ;
- by post: CM2C - 14, Rue Saint-Jean - 75017 PARIS, FRANCE

If unsuccessful, disputes resulting from the creation, interpretation or execution of this contract will fall under the exclusive competence of the courts where the Provider's facility is located.

#### **ARTICLE 12. CONSEQUENCE OF AN UNWRITTEN OR NULL CLAUSE ON THE OTHER PROVISIONS**

The cancellation or deemed unwritten of one of the articles or one of the clauses of the General Terms and Conditions shall not affect the other provisions hereof.