

GENERAL TERMS AND CONDITIONS OF SALE

Between

SARL PALMAE – L'ILOT PALMIERS Chemin de Varin Gommier Sud, 97116 Pointe-Noire RCS 983 554 379 – Tel : +590 690 97 09 09

"THE Lessor" or "the Owner" on the one hand

And on the other hand "the Tenant" or "the Lessee", an individual or legal entity who has made an online reservation or booked one or more services marketed on the website <https://lilotpalmiers.com/>

It is agreed as follows:

Preamble

These terms and conditions define the rights and obligations of the parties with regard to the remote booking of services offered by our establishment, whose contact details are specified in this reservation document. They govern all steps necessary for booking and managing the reservation between the contracting parties.

By confirming the reservation, the tenant acknowledges having read and accepted the general and specific terms and conditions of sale for all selected services.

These general and specific terms and conditions define the rights and obligations of both parties in the context of online sales of the said services. They apply to all reservations made on the site <https://lilotpalmiers.com/> via our OCTORATE booking platform and through its partners. Any tenant acknowledges having the capacity to contract, that is to say being of legal age and not under guardianship or conservatorship.

1. Object of the Rental Contract

The premises covered by this contract are rented exclusively as seasonal tourist furnished accommodation. The parties declare that this rental is not intended for premises used as a principal or secondary residence, for professional purposes, or for mixed professional and principal residence. Accordingly, they agree that their respective rights and obligations will be governed by the stipulations of this contract, by the Order of December 28, 1976 as amended, and, failing that, by the provisions of the Civil Code.

2. Designation of the Accommodation

Address of the accommodation: L'ILOT PALMIERS, Chemin de Varin Gommier Sud, 97116 Pointe-Noire (Guadeloupe). The full details and description of the chosen accommodation are available on our website <https://lilotpalmiers.com/>

3. Price

The price is stated in euros and includes only the services selected at the time of booking. Additional services provided during the stay will be settled by the tenant directly with the lessor on site and before departure (cash or bank transfer; no credit card).

The applicable price is the one in effect on the day of booking. Independent professional lessors are free to adjust their rates at any time. Therefore, the price displayed during a visit to the site is only valid for bookings made during its display period. Only the price indicated in the booking confirmation is contractual.

4. The Price Includes

The price covers:

- Rental of the accommodation specified in the contract for the duration set forth therein
- Bath linen and bed linen
- Water and gas consumption
- Air conditioning in the bedrooms
- Internet access
- Television access

5. The Price Does Not Include

The following are payable by the tenant in addition to the rental price:

- Local tourist tax at the applicable rate
- Mandatory end-of-stay cleaning fee, due with the balance of the stay, unless the tenant has selected a specific cleaning-included option at the time of online booking and as detailed in the contract

Cleaning fees by unit:

| Accommodation | Fee |
|------------------------------------|-----|
| Bungalows TOULOULOU and TI COLIBRI | €60 |
| Bungalow MABOUYA | €65 |
| Villa créole TI JAKO | €70 |
| Villa créole TWA KARET | €80 |

6. Duration of the Contract

The rental period is expressly defined in the special conditions, including arrival and departure dates.

- Check-in begins at 4:00 p.m. on the day of arrival.
- Check-out ends at 10:00 a.m. on the day of departure.

These times may be adjusted only by the owner's prior, exceptional agreement and subject to availability.

7. Reservation

A reservation is confirmed upon receipt of:

1. The deposit payment, if booked more than 30 days before arrival
2. Full payment, if booked less than 30 days before arrival

The tenant selects desired services on our OCTORATE booking platform and acknowledges having reviewed the nature, purpose, and booking procedures of those services. The tenant alone is responsible for ensuring the chosen services meet their needs, and the owner's liability cannot be engaged in this respect. The reservation is deemed accepted by the tenant once the booking process is completed.

8. Payment

All rates at L'ILOT PALMIERS require online prepayment.

- The tenant enters their bank card details (card number, expiration date, CVV) via the secure SSL-encrypted field on our booking platform.
- The card must be valid at the time services are consumed.
- We use RECEPTIO/SYSPAY to secure online card transactions; the system verifies card validity.
- A card may be declined (e.g., stolen, blocked, credit limit reached).

In case of payment issues, the tenant must contact L'ILOT PALMIERS to confirm the reservation and payment method.

9. Deposit

- If booked more than 30 days before arrival, a deposit of 30 % of the total amount is due online via RECEPTIO/SYSPAY.
- If booked less than 30 days before arrival, 100 % of the total amount is due online via RECEPTIO/SYSPAY.

The deposit is non-refundable in case of cancellation by the tenant, except in the event of duly justified force majeure or where a refundable-deposit option was expressly chosen at the time of booking and appears in the contract.

10. Balance Payment

The balance of the stay is payable by the tenant 30 days before arrival without any further request from the owner.

It is the tenant's responsibility to ensure payment can be processed (updated card details, valid and unblocked card, sufficient funds).

If the booking is made less than 30 days before arrival, the total cost of the stay must be paid in full at the time of reservation.

11. Electronic Proof

The entry of the required bank details, together with acceptance of these general terms and conditions and the booking form or request, constitutes an electronic signature that holds the same value between the parties as a handwritten signature.

Computerized records maintained in OCTORATE's information systems will be kept under reasonable security conditions and are considered proof of communications, orders, and payments made between the parties.

The tenant is informed that their IP address is recorded at the time of booking.

12. Security Deposit

No later than check-in, the tenant must provide the owner with a security deposit of €500 per bungalow without any further request from the owner. Payment may be made in cash or by cheque.

This deposit is intended to cover any damage or deterioration to the accommodation, furniture, and fixtures caused by the tenant, as well as loss of keys or other items. It also covers damage to the pool, gate, or any other element within the Ilot Palmiers domain.

If the deposit proves insufficient, the tenant agrees to supplement the amount based on supporting invoices as soon as they are available.

If no damage is recorded after the check-out inventory, the full deposit will be refunded to the tenant within ten days of departure.

13. Assignment and Subletting

This rental contract is concluded intuitu personae for the sole benefit of the tenant named at the head of the contract and for the number of persons also specified therein.

The rental may not in any case benefit third parties not provided for in the contract, without the owner's prior agreement. If the number of occupants exceeds the agreed capacity or the number of persons stipulated in the contract, the owner reserves the right to refuse entry to the premises (and thus possession of the rental) or to require immediate vacation (and return of the keys) if the incident occurs during the rental period.

Any total or partial assignment or subletting, whether paid or free of charge, is prohibited and will result in immediate termination of the contract without any refund. Any modification or breach of the contract by the tenant will likewise be deemed initiated by the tenant, and no refund will be made.

14. Check-In/Check-Out Inventory

Upon arrival, the tenant has 24 hours to verify that the premises conform to the description provided and to report any anomalies to the owner. After this period, the premises will be deemed in perfect condition with no missing items or damage.

The check-out inventory and handover will be conducted on the day of departure so that the tenant can recover their full security deposit within ten days if no damage or discrepancies are found. If damage is recorded, the owner of Ilot Palmiers will retain the deposit, carry out the necessary purchases and/or repairs to restore the premises, and then refund any remaining balance of the deposit along with supporting invoices.

If the deposit is less than the cost of damages, the tenant agrees to pay the difference upon simple presentation of invoices.

In the absence of a check-out inventory or if the tenant prepares the inventory alone, the owner's failure to contest it within 72 hours of the end of the rental will be deemed as acceptance that the premises have been returned in good condition, and the deposit will be refunded within ten days of departure.

15. Declaration of the Owner

The owner declares that they are the rightful owner of the accommodation and have full authority and enjoyment of it during the defined rental period. The owner also declares that they hold insurance covering the rental of the premises specified in this contract.

16. Tenant Obligations

- The tenant must use the rented accommodation and its furniture and equipment peacefully and only for their intended purpose. The tenant is responsible for any damage or loss occurring during the contract term in the premises they exclusively occupy.
- The tenant shall maintain the accommodation and return it in a clean state, with only normal wear and tear. Should any inventory items be broken or damaged, the landlord may claim their replacement value.

- The tenant cannot hold the landlord liable for theft or vandalism in the premises. The tenant must permit visits by the landlord or their agent upon request.
- The tenant must refrain from any noise likely to disturb other guests, the owners, or neighbors, including loud music from radios, televisions, shouting, and similar disturbances.
- No pets are allowed within the Ilot Palmiers domain. The tenant agrees not to smoke inside the bungalows.
- Children under 12 are prohibited in the pool area unless accompanied by an adult. The pool is exclusively reserved for Ilot Palmiers residents.
- The tenant must comply with the HADOPI law prohibiting the downloading of copyrighted works and must not visit websites featuring prohibited content.
- The tenant must respect the number of occupants and the names of persons specified in the contract. The accommodation's use is strictly limited to that number of people.
- Organizing parties, soirées, or gatherings is strictly forbidden within the Ilot Palmiers estate. The tenant is liable for any damage caused and must, upon check-in, hold civil liability and vacation insurance covering such events.
- In the event of non-compliance or abuse by the tenant, the landlord or their agent may demand immediate evacuation of the premises and seek compensation for any prejudice suffered. Any modification or termination of the contract will be deemed initiated by the tenant, and no refund will be issued.

17. Cancellation by the Owner

- Signing the contract binds both parties irrevocably. If the owner is unable to honor the reservation (due to damage, unforeseen works, overbooking, etc.), the owner will refund the tenant all amounts paid.
- If the balance of the stay is not paid 30 days before the scheduled arrival date, the owner reserves the right to cancel the reservation without any compensation to the tenant.

18. Cancellation by the Tenant

- Signing the contract binds both parties irrevocably. No termination is possible without written agreement of both parties, except in cases of duly justified force majeure (see § 19).
- Our partner CHAPKA Assurances offers the TRANQUILOLOC plan: either a cancellation-only policy or a combined cancellation and vacation liability policy. We invite you to subscribe at the time of booking your stay—or at the latest within 48 hours after booking—to benefit from full coverage.
- In the event of a government travel ban to Guadeloupe, the tenant may choose to postpone the stay for up to 12 months (subject to availability) or receive a refund no later

than 60 days after the original arrival date, provided the travel ban remains in effect on that date.

- If the tenant cancels:
 1. Between the booking date and 31 days before the scheduled arrival, the tenant remains liable for 30 % of the total rental amount. The deposit paid will be retained by the owner, except in cases of duly justified force majeure or if a refundable-deposit option was chosen at booking and appears in the contract.
 2. Within 30 days before the scheduled arrival, the tenant remains liable for 100 % of the total rental amount. All sums paid will be retained by the owner, except in cases of duly justified force majeure or if a refundable-deposit option was chosen at booking and appears in the contract.
- If the tenant does not show up on the scheduled arrival date, they remain liable for the full rental amount. Non-arrival constitutes automatic termination of the contract by the owner, who may re-offer the accommodation.
- In case of early departure by the tenant, no refund will be granted and the full rental amount remains due to the owner.
- For NON-REFUNDABLE, NON-CANCELLABLE (NANR) bookings, no refund will be issued, regardless of the cancellation date.

19. Force Majeure

Force majeure refers to any external event beyond the parties' control, both unforeseeable and irresistible, preventing either the client or the establishment from fulfilling all or part of their contractual obligations. Force majeure suspends performance of reciprocal obligations, with each party bearing its own resulting costs.

Events considered force majeure include, but are not limited to:

- Natural disasters (cyclones, floods, earthquakes)
- Pandemics, epidemics, or quarantines imposed by authorities
- Governmental measures or travel restrictions
- Fires, explosions, and terrorist acts

20. Automatic Termination

In the event of the tenant's breach of any contractual obligation, this lease shall be terminated by operation of law, with immediate effect.

21. Election of Domicile

For the execution of these terms, the Lessor and the Tenant each elect domicile at their respective addresses.

22. Dispute Resolution

These general terms and conditions are governed by the law of the country where the establishment is located, without prejudice to any mandatory protective provisions applicable in the tenant's country of residence.

In the event of a dispute, the court of the Lessor's domicile shall have sole jurisdiction, namely the Tribunal de Basse-Terre.

This contract and its consequences are subject to French law.

23. Liability

The photographs presented on our booking platform are not contractual. Although every effort is made to ensure that photographs, graphic representations, and texts reproduce an accurate overview of the premises and services offered, variations may occur between the time of booking and the date of service.

The owner cannot be held liable for non-performance or improper performance of the reservation due to third-party actions, tenants (including internet outages, inability to access the website, external intrusions, computer viruses), or unauthorized prepayment by the card-issuing bank.

Any reservation or payment that is irregular, invalid, incomplete, or fraudulent for reasons attributable to the Tenant will result in cancellation of the booking at the Tenant's expense, without prejudice to any civil or criminal action against the Tenant.