

*Apartments rental "Residence Le Shamrock"*  
*29, Parc Orient Bay – 97150 Saint Martin (French West Indies)*

## Conditions & Terms

**Subject:**

These conditions are intended to regulate the various situations that may arise when renting one or several apartments at the Shamrock Residence, located in the Parc de la Baie Orientale, 29 Impasse du Spi, 97150 SAINT MARTIN (island of Saint Martin), since the reservation to the departure of the tenant.

The owner of the Residence Shamrock is the SARL Shamrock , R.C.S. Basse Terre legal registered under number 522 38390000019 - # TGCA 172694.

**Acceptance of Terms and Conditions:**

Acceptance of Terms and Conditions by the future tenant assumes that he acknowledges having read and understood. This acceptance will in fact check the box next to the following sentence: "I accept the terms and conditions of sale." Ticking the box provided on the rental agreement will be deemed to have the same value as a handwritten signature at the bottom of the General Conditions of Sale.

The acceptance of these terms presupposes to future tenants to enjoy the legal capacity to do so, or if they have the permission of a guardian or trustee if incompetent, their legal representative if they are minors, or they hold a warrant if they act on behalf of a corporation.

**Description of the apartments:**The apartments are rented for tourism only (not main house). They only welcome the persons mentioned on the lease contract.

**6 Duplex:** about 50 m<sup>2</sup> including the covered terrace - On the ground floor, they feature a living / dining room (with sofa bed (135x185 cm), bistro table and 4 chairs), a fitted kitchen, large closets and a bathroom / wc. Mezzanine, a bedroom with queen size bed (160 x 200 cm). The apartment has a terrace enclosed by a gate, and equipped with garden furniture (1 table and 4 chairs).

**The Suite-Duplex ALOE:** about 60 m<sup>2</sup> including the covered terrace. On the ground floor, it features a living / dining room (with sofa, large table and 4 chairs), a fitted kitchen, large closets and a bathroom / wc, and another air conditioned bedroom (with Xcomfortable sofa bed). This second room is adjoining the main room. Mezzanine : a bedroom with queen size bed (160 x 200 cm). The apartment has a terrace enclosed by a gate, and equipped with garden furniture (1 table and 4 chairs).

**The flat apartment VANILLA:** about 50 m<sup>2</sup> including the covered terrace. It is composed of a large bedroom with a queen-size bed (160 x 200 cm), TV, an entry with sofa and table, a kitchen area with table, 2 chairs, and a bathroom / wc. It has an adjoining terrace covered but not closed, overlooking the pool. The ceiling of this apartment is not very high (2.10 m<sup>2</sup>/6.89 feet)

**Equipment of the apartments:**

- Air conditioning, individual heater,
- TV (few channels in English (movies, news, sports))
- Free access to wifi Internet,
- Safe-box
- Fully equipped kitchen (electric stove, microwave, fridge-freezer, coffee maker, toaster, dishes, glasses, utensils and cookware, ...)
- Bed and bath linen are changed once a week,
- The pool towels are provided,
- private Shamrock swimming pool reserved exclusively for tenants of the residence.
- Sunbeds around the pool,
- Laundry with washing machine, library, games, charcoal barbecue in the garden (on demand)
- Parking just along the residence,
- Welcome drinks (mineral water and fruit juice), coffee and teas.
- Opportunities hours of cleaning\* (at extra cost and subject to availability at the time of booking).

**Occupancy capacity:**

- All the duplexes : accommodate up to 2 persons . +15€/night extra charge for the third person.
- The Suite-duplex : accommodate up to 2 persons + 20€/night extra charge for the fourth person.
- Our flat T1 apartment: It can accommodate a couple maxi (only one bed)

Rented apartments shall be occupied by the number of people stipulated in the contract.

In the event of a finding by the owner, he is entitled to refuse the extra people. This refusal cannot be considered in any way as a modification or breach of contract by the owner, so that if more tourists than those refused are leaving, no refund can be considered.

It is occasionally possible to invite people in the residence, but the benefits (pool, sleeping ...) are exclusively reserved to those stipulated in the lease. These people will be under the responsibility of the tenant.

**Rents :**

The rents are indicated in the Shamrock website according to the apartment, its category, unrelated to the number of persons :

- 4% Tourist tax has to be added to the amount
- Final housecleaning has to be added : 40 euros + tax (or 60 euros + tax if stay more than 2 weeks).
- 15 euros per night + tax for an third person (in a duplex)
- 20 euros per night + tax for an fourth person (in the suite-duplex ALOE)
- Additional amount of 30 euros + tax for stays less than a week

The rental of furnished tourism is regulated in France. The rental agreement sets a start date and an end date, as well as a global amount due for this period. The tenant and the owner agree on these terms.

**Tourist tax:**

The tourist tax is to be added to the rental amount (4%). This fee is refunded to the Collectivity of Saint Martin, which is used for development of tourism on the island.

**Duration of stay:**

The apartments are weekly rented. However, it may be considered from 4 nights, subject to availability. In the case of a stay less than a week, an extracharge of 30 € + tax will be added (global amount stated in the estimate).

**Arrival and Departure:**

The apartments can be occupied from 4:30PM and must be released on departure day, before 11:00AM. An appointment time will be fixed in advance for the reception and departure of the tenant.

Prices are calculated based on a number of nights and not days. Therefore, if for various reasons (air traffic delays, natural circumstances ...), the first and last day are shortened by a late arrival or early departure, no refund can be made. The tenant must be present the exact date and time specified in this contract. In case of late arrival or delayed, the customer must notify the owner.

**Final housecleaning:**

The final housecleaning cost has to be added : 40€ HT (41.60 € with tax).

However, each tenant has to leave the apartment tidy (washing up done and bin emptied). For a long term rental (more than 3 weeks) the cost is 60 €HT (62.40 € with tax). Each tenant is still required to return the apartment in a state of cleanliness and proper storage, dishware and trash emptied. Otherwise, the amount of the household will be increased to 100 € HT (104 € TTC)

**Payment Terms:**

- The reservation is booked only upon receipt by the owner of the completed and signed lease-contract and payment of the deposit. The contract sent by the owner to the future tenant is valid for a period of 4 days. Without written response from the prospective tenant within that period, the apartment will be given to the location.
- The balance due is paid by the tenant on arrival. The global amount must be paid when handing over the keys by the owner.
- In case of reservation within 21 days before arrival, the total amount of the rent is to be paid to confirm the booking. Payment is made by bank transfer.
- Failure by the tenant concerning payment terms stipulated in the contract (or those negotiated in writing with the owner) will be considered a cancellation requested by the client. In this case, the conditions in the event of cancellation by the client (see below) apply.
- All bank transfer issued from a bank outside France will be denominated in euros only. Transfers from abroad may be subject to a 4% surcharge to cover bank charges.
- Different ways of payment accepted are international credit card (VISA and Mastercard), bank transfers, checks in euros and cash. The owner has the right to refuse certain payment methods.

**Guarantee deposit:**

On arrival, a guarantee deposit (specified in the lease) is required by the owner. At the end of the stay it will be refunded, minus the cost of the refurbishment of the premises, if damages were observed (or key lost).

The guarantee deposit (credit card Information /cash).

If the damage estimated is bigger than the amount of deposit, making a case to dispute, different parts of the insurance will be opened by the owner. Tenants must be insured against the risks (fire, water damage, ...), by extending their holiday insurance policy for the duration of their stay.

**Tenant insurance :**

During a stay in a furnished accommodation, the tenant and the people mentioned in the lease contract, declare to be insured with a "liability insurance". An Insurance for "Personal property" is recommended.

**Litigations:**

Any contestations must be reported to the owner no later than two days after the keys. This will allow us to fix the problem or find an solution. After this period, no objection will be admissible.

**Cancellation Policy:**

"The hosting services do not fall within the scope of the withdrawal period of 7 days applied by the French Consumer Code. The purchase is materialized by the payment of the deposit. "

Once payment has been made, cancellation policy listed below apply to right. All cancellations must be made by sending a mail with return receipt requested. The day selected for cancellation will be the date of receipt of registered mail acknowledgment by the owner.

If the customer cancels the reservation, the following provisions apply so depending on the time between the date of cancellation and the date of departure:

**I.Cancellation by the client**

a / Cancellation before arrival :

In French law, the deposit is forfeited to the owner. It may request the remaining amount of the stay if the cancellation occurs less than 30 days before the date of entry into the premises.

**However, we use this:**

- Cancellation of the customer more than 60 days from the date of arrival: 150 € fee will be retained and refund the difference.
- Cancellation within 60 days from the arrival date the deposit is forfeited to the owner (French law). In case of exceptional and proven problem (at the discretion of the owner), the stay may be extended for one year. The rent will be recalculated based on the rates of the season stay forward (low, medium, high). The stay can be extended only once. A fee of 75 Euros will be retained.

b / if the stay is shortened, there will be no refund.

c / If the client does not respond within 24 hours of the arrival date indicated on the contract, the lease becomes void and the owner may dispose of the apartment. The owner has to request the balance of the stay.

**II.Cancellation by the owner:**

Cancellations by the owner of options following a written or oral requests of the customers, will not result in compensation for the them (see above Payment Terms).

In case of cancellation by the owner, he must provide accommodation of the same class at least. If these conditions are met, the customer will not be able to refuse this alternative proposal room. If these conditions are not met: the owner has to pay 20% of the rental amount to the tenant. However, an amicable agreement has to be acceptance by the customer, a living alternative proposed by the owner.

The client is not entitled to any compensation if the cancellation benefits is imposed by circumstances of force majeure or for proven reasons of security.

**Natural or extraordinary disasters:**

In case of hurricane, natural or extraordinary disasters, strikes, forcing tenants to cancel or shorten their stay, the owner cannot pay the day unoccupied, nor bear any additional costs incurred in the event.

**Regulation of the pool:**

- Unsupervised pool. Alarm system (French homologation)
- Hours of bathing must be respected: from 8:30 to 20:30,
- The pool is reserved only for tenants registered on the lease contract,
- Children must swim with an adult of the family and under his own responsibility,
- No running around the pool, no diving, games in the pool will be made in accordance with the tranquility of the residence.
- The towels used for the beach should not be used for the pool.

**Child Safety:**

Tenants are responsible for safety of children accompanying them. Be sure to equip children with swim armbands, adapted buoy or floating bathing suit. A safety device (child safety) adapted to gate of the terrace is lent to tenants with children. The gate must remain locked, except bathing moments. The responsibility of the owner cannot be held liable in case of accident.

**Tranquility in Residence:**

The tenant has an obligation to ensure that the tranquility of the neighboring apartments is not disturbed by his act (from 10:00 PM to 7:00 AM – French law).

**Pets:**

Not allowed.

**House insurance:**

Accommodation is provided by the owner, who is committed to deliver in perfect state of cleanliness and maintenance, according to the description on the website.

However it cannot be responsible for any theft, loss, accident, damage, or other problems that may arise with respect to all tenants or their property. Objects and personal belongings of the tenants are strictly their own responsibility.

The tenant is obliged to notify the owner within 24 hours of any incident that occurred in the home, outbuildings or accessories.

**No smoking:**

It is strictly forbidden to smoke in the apartments. Insofar as it does not cause discomfort to the neighboring terraces, it is allowed to smoke on the terrace. A smoke alarm is located in the apartment.

**Response time for repair:**

We care to make available apartments in good working condition, however the Residence Shamrock is not a hotel structure, a faulty element cannot be replaced immediately, the response time of a repairer has to be taken into account and will not be subject to compensation.

**Linen:**

Sheets, pillow cases, bath towels, bath mats, kitchen towels are provided. Washed and ironed linens are provided once a week. Pool towels are provided at the beginning of the stay. White towels (bathroom) should not be used for the pool or the beach.

**Water and electricity:**

Costs of water and electricity are included in the rental price. However, the owner is not liable for water cuts and blackouts are common on an island such as St. Martin.

Air conditioning should be turned off when windows and / or doors are open and when people leave for more than 4 hours. The owner can enter to stop the A/C if necessary.

**Deal with partners :**

This is a "plus" and does not fit into the service obligations of the Residence Shamrock. The owner will not be held responsible for any problems between tenants and the partners.

**Change :**

Our prices are in Euros. For payment in US dollars (cash ), we'll take the exchange rate at the moment of payment (booking or balance due) and add a fee of 2%.

**Discounts and monthly rentals:**

When occasional promotions, the reduction is studied by the owner according to length of stay, seasonality and also the number of occupants. For monthly rentals, the stay will be 12 weeks maxi. House linen is not provided. A monthly house cleaning is obligatory (chargeable by the tenant). Those special conditions are mentioned on the lease contract.

**Pictures and descriptions:**

The photos illustrating the apartments on our website are not contractual and cannot engage the responsibility of the owner. However, our goal is that they are as accurate as possible.

**Special COVID 19 health regulations for the 2020/2021 season:** A deep cleaning with a disinfectant product is done before each arrival.

Fresh washed and ironed house linen.