

GENERAL TERMS AND CONDITIONS OF SALE

Preamble

These General Terms and Conditions of Sale (GTC) govern the contractual relationships between the company ST BARTH R WAY (hereinafter referred to as "the Agency") and any individual or legal entity (hereinafter referred to as "the Client") making a reservation or purchasing services through the Agency. By making a reservation, the Client unreservedly accepts these GTC.

1/ INTRODUCTION

The company ST BARTH R WAY reserves the right to modify the terms and conditions of these General Terms and Conditions of Sale at any time. Modifications will take effect upon their publication on the Agency's website.

2/ SERVICES OFFERED

2.1 – AIR AND MARITIME TRANSPORT

Flights and boats are provided by charter companies and preferred partners of ST BARTH R WAY.

ST BARTH R WAY acts as an agent for arranging air or maritime charters. The carrier is solely responsible for transportation during the trip. ST BARTH R WAY neither owns nor operates the chartered aircraft or boat.

2.2 - LIABILITY

In case of delays, cancellations, or changes/modifications affecting your connection, ST BARTH R WAY cannot be held responsible for any consequences.

3/ MODIFICATIONS, CANCELLATIONS, AND DELAYS

3.1 - MODIFICATIONS

Once the charter (boat or plane) or the regular flight or ferry is confirmed, any request for modification (travel date or passengers) may incur fees, the amount of which depends on the airline/maritime company with which the flight/boat was confirmed, as well as agency/reservation fees.

3.2 - CANCELLATIONS

During the booking process, cancellation amounts and change fees will be communicated upon client request

3.3 - DELAYS

In case of delays from the airlines for the incoming flight, delay fees may apply. ST BARTH R WAY cannot be held responsible for these fees.

Some companies do not issue refunds once the charter (plane or boat) or confirmed flight/ferry has been booked. ST BARTH R WAY will apply the refund terms communicated to the client during the booking process (upon request).

Additionally, ST BARTH R WAY will apply a processing fee of €30 for each modification/cancellation/refund and a 3% refund fee.

4/ WEATHER CONDITIONS

If weather conditions prevent the company from operating, flights or boats will be rescheduled as soon as weather permits, according to the new availability of the airline or maritime company.

ST BARTH R WAY cannot be held responsible for any cancellation or delay due to weather conditions.

5/ FORCE MAJEURE

In case of force majeure, the liability of ST BARTH R WAY cannot be engaged. Force majeure refers to any event external to the parties that is both unpredictable and insurmountable, preventing either the travelers or the agency or service providers involved in fulfilling all or part of the obligations specified in the contract.

ST BARTH R WAY will not assume any responsibility when the services we are committed to organizing or providing in the context of your trip cannot be rendered or cannot be carried out under the promised conditions due to reasons completely beyond our control and will, classified as force majeure, even after taking all reasonable precautions.

Such events include wars or threats of war, acts of terrorism or threats of such acts, riots or disturbances, strikes, natural or nuclear disasters, fires, adverse weather conditions, risks of epidemics or epidemics/pandemics, mechanical problems that are not predictable despite numerous technical checks, and other events of this kind that are outside our control.

6/ CHECK-IN AND NO SHOW

6.1 – CHECK-IN

Travelers must check in 90 minutes before the departure of the flight or boat.

The check-in deadline is 45 minutes before the departure time.

ST BARTH R WAY will inform the client of their flight/boat schedule in the confirmation form sent via email in advance; this does not exclude schedule changes attributable to the airline or maritime company.

If this document has not been received before the travel date, travelers are strongly urged to request it via email.

6.2 – NO SHOW

In case of no show, the ticket, charter, and all subscribed services will be lost.

7/ VIP SERVICES

7.1 – GENERAL CONDITIONS

From November 1 to May 31, all confirmed reservations are non-refundable but modifiable with fees.

From June 1 to October 31, cancellation fees will apply based on the timing of the request :

- For all cancellation requests made one month before arrival/departure, ST BARTH R WAY will apply a 50% fee
- For all cancellation requests made between 30 days and 7 days before arrival/departure, ST BARTH R WAY will apply a 75% fee
- For all cancellation requests made less than 7 days before arrival/departure, the VIP Service will not be refundable.

In case of a refund, a €30 agency fee will be applied in addition to the above fees, as well as a 3% credit card refund fee.

7.2 – ADDITIONAL FEES

Throughout the year, each modification to the VIP service will incur a fee of €30 per passenger per direction.

The VIP Service cannot be fully executed if you do not present yourself at the meeting point indicated on the confirmation document. ST BARTH R WAY cannot be held responsible if the client does not comply with the meeting point.

In case of delays or last-minute schedule changes of your international flight that may impact the execution of the contract, the client must contact :

ST BARTH R WAY at 06.90.88.16.23 or send an email to: ops@stbarthrway.com once they arrive at the meeting point.

8/ PAYMENT

8.1 – PAYMENT TERMS

The reservation form must be signed by the credit card holder. In case of dispute, ST BARTH R WAY cannot be held responsible instead of the person who signed the contract.

The holder of the AMEX, VISA, MASTERCARD, or any other type of card cannot hold ST BARTH R WAY liable.

In case of dispute, ST BARTH R WAY cannot be held responsible instead of the person who signed the reservation contract. By signing, the client acknowledges having read the general terms and conditions of sale and agrees to comply with them.

8.2 – LATE PENALTIES

Late penalties will be applied starting from the 31st day and will be three times the legal interest rate.

For all professionals, the payment of amounts due after the eligibility date stated on the invoice will automatically increase the amount due

- by a flat fee of €40 as provided in Article L441-6 paragraph 12 of the Commercial Code, and the amount is set by decree n°2012-111N of October 2, 2012, articles D441-N of the Code of Civil Execution Procedures.

8.3 - COMPENSATION

In case of regulatory modification of the amount of this flat fee, the new amount will automatically replace that stated in these general terms and conditions of sale or payment conditions. The automatic application of this compensation does not prevent the application of an additional compensation of the claim upon justification, in accordance with the aforementioned text, due to the concurrence of all amounts that will have been incurred, regardless of their nature, for the collection of claims.

For all requests made less than 24 hours before the service as well as for services performed between 7 PM and 7 AM, ST BARTH R WAY reserves the right to apply additional fees.

9/ CLIENT RESPONSIBILITY

9.1 – VERIFICATION OF TRAVEL DOCUMENTS

The client is responsible for ensuring that all necessary documents for their travel, such as passports, visas, and other travel authorizations, are in order and valid for the duration of their stay.

9.2 – ADHERENCE TO CHECK-IN DEADLINES

The Client must present themselves for check-in within the deadlines indicated by the Agency and the transport companies.

9.3 – ACCURACY OF PROVIDED INFORMATION

The Client agrees to provide accurate and complete information during booking, particularly regarding names, first names, dates of birth, and all other relevant information.

9.4 – COMPLIANCE WITH SECURITY RULES

The Client must comply with all security rules in force at airports, ports, and other transit locations, including security checks and baggage restrictions.

9.5 – TRAVEL INSURANCE

It is the Client's responsibility to obtain adequate insurance to cover medical expenses, trip cancellation, or other unforeseen events.

9.6 – CODE OF CONDUCT

The Client agrees to behave respectfully towards the Agency staff, transport companies, and other travelers. Any inappropriate behavior may result in the cancellation of the reservation without refund.

9.7 – NOTIFICATION OF CHANGES

The Client must inform the Agency of any changes regarding their reservation, including changes to dates, passengers, or other details, as soon as possible.

9.8 – RESPONSIBILITY FOR PERSONAL BELONGINGS

The Client is responsible for the custody and security of their personal belongings during the trip. The Agency cannot be held responsible for the loss or theft of the Client's belongings.

9.9 – COMPLIANCE WITH TERMS OF SALE

The Client agrees to read and comply with these General Terms and Conditions of Sale as well as all policies and procedures communicated by the Agency.

9.10 – PAYMENT OF FEES

The Client agrees to pay all fees related to their reservation within the specified deadlines, including modification or cancellation fees if necessary.

10/ APPLICABLE LAW AND JURISDICTION

These general terms and conditions of sale are governed by French law. Any dispute will be subject to the jurisdiction of French courts.

11/ PERSONAL DATA

11.1 – Data Controller and Purpose of Collected Data

The company ST BARTH R WAY SAS, represented by its legal representative, collects and processes personal data to respond to requests from its browsers, prospects, and clients, including establishing reservation contracts. The company ST BARTH R WAY SAS is committed to protecting the personal data that individuals provide. In this regard, ST BARTH R WAY has implemented measures to mitigate the risks that its data collection activities may pose to the rights of the individuals concerned.

The data collected by ST BARTH R WAY includes:

- - Standard identification and contact data (Name, First Name, Phone Number, Email Address, Postal Address, Gender, Date and Place of Birth, etc.)
- - Data related to payment information, banking details (RIB, IBAN, authorization for direct debit if applicable, etc.).

Data marked with an asterisk must be provided; otherwise, the client's request cannot be processed.

11.2 – Legal Bases for Processing

The legal bases for processing are based on the necessity of executing pre-contractual measures, the necessity of executing a contract concluded between ST BARTH R WAY and the website users, the consent of the users for marketing and loyalty actions, as well as the necessity for ST BARTH R WAY to pursue its legitimate interest in retaining evidence in the event of a dispute and managing the client relationship with users.

11.3 – Recipients and Transfers Outside the European Union

The collected data will only be communicated to the following recipients: the staff of ST BARTH R WAY in charge of reservations and invoicing, and if applicable, the subcontractors of the company, such as IT service providers, information technology and communication providers, website host, and maintenance of IT systems.

The data controller may, if necessary, transfer personal data to a third country or an international organization outside the European Union subject to a decision of adequacy rendered by the European Commission, noting that in the presence of a transfer to a country or an international organization not subject to an adequacy decision, this can only be done provided that appropriate safeguards are put in place.

11.4 – Retention Period

The retention periods for the data vary according to the nature of the data and the legal obligations incumbent on the data controller. The company ST BARTH R WAY is committed to using personal data from users only for the duration necessary to achieve the purposes previously described and in accordance with legal retention periods.

11.5 – Rights of Individuals and Complaints

You have the right to information, the right of access, the right to rectification, deletion, and limitation of the processing of this data, the right to portability, as well as the possibility to oppose the processing of your data, which you can exercise at any time. Consult the website cnil.fr for more information about your rights.

To exercise these rights or for any questions regarding the processing of your data in this framework, you can contact the service responsible for exercising these rights by postal or electronic mail :

SAS ST BARTH R WAY
Airport Remy de Haenen Saint-Jean
97133 Saint-Barthelemy
05.90.27.12.35
management@stbarthrway.com

If you believe, after contacting us, that your "Data Protection" rights are not being respected, you can file a complaint with the CNIL online at cnil.fr or by postal mail :

CNIL Services des plaintes
3 Place de Fontenoy
TSA 80715
75334 PARIS CEDEX 07

11.6 – Modification of the Personal Data Protection Policy

This policy may be subject to modifications that will be binding on users.

12/ CONTACT AND COMPLAINTS

For any questions or requests, please contact ST BARTH R WAY at the following address :

Airport Remy de Haenen
97133 ST BARTHELEMY

Note : The client is invited to read these General Terms and Conditions of Sale carefully before making any reservation. By confirming a reservation, the Client acknowledges having read these GTC and agrees to comply with them.