

GENERAL TERMS AND CONDITIONS FOR ACCOMMODATION SERVICES

BETWEEN

ISLAND HEIGHTS, a simplified joint-stock company with a share capital of EUR 2,000, whose registered office is located at 96 Lotissement les Résidences de la Baie Orientale, 97150 Saint-Martin, registered with the Basse-Terre Trade and Companies Register under number 928 381 268, represented by Mrs. Rachel Louise THOMPSON GAULTER, acting in her capacity as President,

hereinafter “ISLAND HEIGHTS”,
ON THE ONE HAND,

AND

Any natural person of full age or legal entity having the legal capacity to contract, who makes a booking or benefits from the services offered by ISLAND HEIGHTS, for itself/himself/herself or on behalf of a third party, as client, guest, occupant, participant or invitee,

hereinafter the “Client”,
ON THE OTHER HAND.

Collectively, “the Parties”; individually, “a Party”

RECITALS

- A** These general terms and conditions for accommodation services (the “General Terms and Conditions” or “GTCS”) constitute the contractual framework applicable to reservations and stays carried out within the tourist accommodation establishment marketed as a guest house and operated under the ISLAND HEIGHTS name.
- B** These General Terms and Conditions are intended to govern all reservations and services provided by ISLAND HEIGHTS, as well as the conduct of the stay within the establishment, subject to the information and conditions specific to each reservation, communicated to the client and accepted by the client before validation of the reservation, in particular via the website, the booking engine, a third-party booking platform, a reservation confirmation email or any other durable medium.
- C** Such information and conditions specific to the reservation may relate in particular to the dates of the stay, the type of room, the number of authorized occupants, the price, the payment terms, whether the selected rate is refundable or non-refundable, the applicable cancellation, modification, no-show or refund conditions, any additional services and any special requests accepted by ISLAND HEIGHTS. They supplement these General Terms and Conditions for the reservation concerned. In the event of a contradiction relating to an essential or variable element of the reservation, they shall prevail solely for the reservation concerned, provided that they were brought to the client’s attention and accepted by the client before validation of the reservation.
- D** ISLAND HEIGHTS reserves the right to amend or adapt these General Terms and Conditions at any time, in particular in order to comply with applicable legal and regulatory provisions or to take account of changes in its business. The applicable General Terms and Conditions are those in force on the date on which the reservation is validated by the Client.
- E** The Client is invited to consult these General Terms and Conditions before making any reservation and, in any event, before arrival at the establishment. The Client’s acceptance is evidenced, as the case may be, by validation of the reservation, including via a platform or booking engine, payment of all or part of the price of the stay, communication of a payment method, or by signing these General Terms and Conditions, preceded, where applicable, by the words “READ AND AGREED”.
- F** This agreement is drafted in both English and French. In the event of any contradiction or discrepancy between the two versions, the French version governs and prevails.

1. Definitions

“Client” means the person who makes the Reservation, signs or accepts the contractual documents and/or pays all or part of the price, whether or not that person is the actual Occupant of the room.

“Establishment”	refers to the tourist accommodation establishment marketed as a guest house and operated under the ISLAND HEIGHTS brand at 96 Lotissement les Résidences de la Baie Orientale, 97150 Saint-Martin.
“Occupant”	means any person authorized to stay in the reserved room.
“Reservation”/“Booking”	means any request for a stay confirmed by ISLAND HEIGHTS, directly or through the Website, a Booking Engine, a Platform or any other intermediary.
“Services”	means the accommodation services, breakfast, restaurant, bar, minibar, provision of equipment, ancillary services and additional services offered by ISLAND HEIGHTS.
“Website”	means the websites operated or used by ISLAND HEIGHTS to present its Services or enable a Reservation request, including islandheights.com and islandheights.fr.
“Platform”	means any third-party booking platform, partner website, online travel agency or intermediary enabling the presentation, marketing, booking or payment of the Services offered by ISLAND HEIGHTS.
“Booking Engine”	means any technical tool or system enabling the Client to make a Reservation request, check availability, select dates, communicate information relating to the stay or make payment, directly via the Website or a Platform.

2. Purpose

These General Terms and Conditions define the rights and obligations of ISLAND HEIGHTS and the Client in connection with the Reservation, the provision and the payment of the Services. They apply, without restriction or reservation, to any Reservation and to any stay carried out within the Establishment, regardless of any clauses that may appear in the Client's documents, messages or terms, or in those of a third party or intermediary, unless expressly accepted in writing by ISLAND HEIGHTS.

These General Terms and Conditions mainly concern tourist accommodation services provided to consumers. Where the Client acts for professional or institutional purposes, or for the organization of an event, specific conditions may be established, in particular by quotation, written confirmation or specific contract.

3. Services Provided by ISLAND HEIGHTS

ISLAND HEIGHTS makes rooms available to the Client within the Establishment, for the dates, duration, category and characteristics communicated to the Client and accepted by the Client at the time of the Reservation. Unless expressly stipulated otherwise, the Reservation relates to a category or type of room and does not confer any right to the allocation of a specific room.

The essential characteristics of the Services, the type of room, the availability dates, the price, the options and the information and conditions specific to the Reservation concerned are presented to the Client before validation of the Reservation, during the booking process, and, where applicable, repeated in the Reservation confirmation. The Client remains responsible for the choice of the Services and their suitability for the Client's needs, on the basis of the information brought to the Client's attention before validation of the Reservation.

Photographs, visuals, descriptions and other representations of the Establishment are provided for illustrative purposes only. Variations may exist, in particular due to the layout of the rooms, decoration, season, works, maintenance operations or improvements carried out within the Establishment, without this giving rise to any claim, provided that the essential characteristics of the reserved Service are respected.

Breakfast is included in the stay, unless otherwise stated and brought to the Client's attention before validation of the Reservation. Bar, restaurant, minibar and other extras consumed on site or signed for by the Client or the Occupants are charged in addition, unless otherwise stipulated.

4. Booking

4.1. Methods for submitting a Reservation request

The Client may submit a Reservation request via the websites islandheights.com or islandheights.fr, by electronic form, email, telephone, at reception, via a Booking Engine, a Platform or any other means accepted by ISLAND HEIGHTS.

Any Reservation request is processed subject to availability and shall only become final once confirmed in writing by ISLAND HEIGHTS or, depending on the channel used, by the relevant Platform.

4.2. Confirmation of the Reservation

The Reservation confirmation specifies, in particular, the dates of the stay, the type of room, the number of authorized Occupants, the price, any deposits and balances due, whether the selected rate is refundable or non-refundable, the applicable cancellation conditions and any additional services accepted. The Client must check the accuracy of this information and report any error without delay.

Where the Reservation is made remotely, the Client agrees that the pre-contractual information, these General Terms and Conditions, the Reservation confirmation, invoices and exchanges relating to the stay may be sent electronically to the address provided at the time of the Reservation.

4.3. Reservation via a Platform or intermediary

The Client may make a Reservation through a Platform or any other intermediary. In such case, the Client acknowledges that the terms of use, booking conditions, payment conditions, cancellation conditions, privacy policies and, more generally, any conditions specific to the Platform or intermediary concerned may apply to the Client's relationship with that Platform or intermediary.

The conditions specific to a Platform or intermediary exclusively govern the relationship between the Client and the Platform or intermediary concerned. They do not replace these General Terms and Conditions, which remain applicable to the relationship between the Client and ISLAND HEIGHTS as well as to the stay carried out within the Establishment.

5. Price

Prices are stated in euros, inclusive of all applicable taxes, unless otherwise stated. The applicable rates are those confirmed to the Client at the time of the Reservation. Prices may vary depending on the dates, the length of the stay, the type of room, the selected rate, additional services and the booking channel used.

Where they fall within the applicable scope, the Services are subject to the Saint-Martin turnover tax (taxe générale sur le chiffre d'affaires) at the rate in force. No tourist tax is charged, unless a tax, levy or mandatory contribution applicable to the stay is subsequently created, reinstated or amended. Any tax wording or labels generated by the booking or invoicing tools used by ISLAND HEIGHTS shall not alter the nature of the taxes legally applicable in Saint-Martin.

ISLAND HEIGHTS shall not be bound by the display of a manifestly incorrect or derisory price resulting in particular from a material, IT, technical or input error. In such case, the Client shall be informed as soon as possible and may confirm the Reservation at the corrected price or cancel it free of charge.

Additional services, bar, restaurant and minibar consumption, losses, damage, cleaning fees or any amount due in connection with the stay must be paid no later than before departure from the Establishment.

6. Payment

Unless otherwise provided in the specific booking terms, the Client shall pay a down payment of twenty-five percent (25%) of the total amount of the stay at the time of Booking. Amounts paid in advance constitute a binding down payment, unless otherwise expressly confirmed before validation of the Booking. The balance, namely seventy-five percent (75%) of the total amount of the stay, shall be due no later than one (1) month before the scheduled arrival date. Where the Booking is made less than one (1) month before the scheduled arrival date, the full price of the stay shall be due at the time of Booking.

Payment may be made by credit or debit card, including Mastercard, Visa or American Express, bank transfer, cash in euros or US dollars within applicable legal limits, or any other payment method accepted by ISLAND HEIGHTS or by the relevant Platform. Payments in US dollars shall be converted into euros at the exchange rate communicated or applied by ISLAND HEIGHTS on the date of the Booking, unless otherwise confirmed to the Client. Card payments may, depending on the booking channel, be made online, by telephone, or by means of a secure form, in accordance with the procedures communicated to the Client.

Upon arrival, a security deposit of one hundred euros (€100) may be requested from the Client, in particular by bank pre-authorization or, if accepted by ISLAND HEIGHTS, by cash payment against receipt. This deposit may be retained or used, in whole or in part, in the event of damage, deterioration, loss, theft, abnormal cleaning costs, failure to return keys, consumption, or any outstanding amount due. Unless damage, unpaid amounts or justified costs are identified, the pre-authorization shall be released within seven (7) working days after departure, subject to banking processing times. Where the deposit is paid in cash, it shall be returned after reasonable inspection of the room on departure, after deduction of any justified amounts. If the amount of the loss exceeds the security deposit, the Client shall remain liable for the balance.

Any irregular, ineffective, incomplete, fraudulent, or unauthorized booking or payment for a reason attributable to the Client may result in the suspension or cancellation of the Booking, without prejudice to any action or compensation in favor of ISLAND HEIGHTS.

7. Changes, Cancellation, No-Show and Exclusion of the Right of Withdrawal

Pursuant to Article L. 221-28 of the French Consumer Code, the consumer Client does not benefit from a right of withdrawal for accommodation, catering or leisure services to be provided on a specific date or during a specific period.

The cancellation and modification terms depend on the rate selected and on the specific booking terms confirmed to the Client at the time of Booking, whether the Booking is made directly with ISLAND HEIGHTS or through a third-party booking platform.

The Client may, in particular, choose, subject to availability and the offers in force, a non-refundable rate or a refundable rate under the conditions expressly indicated at the time of Booking.

Unless otherwise expressly confirmed to the Client, where a refundable rate is selected, the Booking may be cancelled free of charge up to seventy-two (72) hours before the first reserved night, such period expiring at 6:00 p.m., Saint-Martin local time, three (3) days before the date of the first night. After this deadline, no cancellation, modification or refund request initiated by the Client may be accepted, including where the Booking was made through a third-party platform, unless expressly agreed in writing by ISLAND HEIGHTS or in a legally applicable case. Where a refund is due, it shall be made, where possible, to the original payment method, within an indicative period of seven (7) days, subject to banking processing times.

Unless otherwise expressly confirmed to the Client, non-refundable rates shall be payable in full at the time of Booking and shall not give rise to any refund, modification or postponement at the Client's initiative, including in the event of no-show, late arrival, early departure, interruption of stay, transport disruption or personal inability of the Client, except in cases of legally recognized force majeure.

Where the Booking is made through a third-party platform, cancellation or modification requests must be made in accordance with the procedures provided by the relevant platform and the conditions confirmed through that platform shall apply to the Booking concerned. Complaints relating to the operation of the Platform, its own fees, tools or payment processing must be addressed to the Platform, without prejudice to the Client's mandatory rights against ISLAND HEIGHTS or to ISLAND HEIGHTS' obligations in respect of the stay.

ISLAND HEIGHTS shall endeavor, as far as possible, to take into account modification requests relating in particular to flight disruptions, transport delays or requests to extend the stay. However, any modification remains subject to availability, the express agreement of ISLAND HEIGHTS and, where applicable, payment of an additional charge. ISLAND HEIGHTS does not guarantee any extension of stay, postponement or refund of unused nights where the impossibility, delay or interruption results from a matter specific to the Client, unless expressly agreed by ISLAND HEIGHTS or in a legally applicable case.

In the event of a no-show by the Client on the scheduled arrival date, without prior cancellation in accordance with the applicable terms, the Booking may be cancelled and the sums due or paid may be retained or charged in accordance with the specific booking terms. If no effective communication has been established with the Client by the end of the first reserved night, ISLAND HEIGHTS may cancel the remainder of the stay and resell the room for the relevant period.

8. Arrival and Departure

Unless otherwise provided, rooms shall be made available from 3:00 p.m. on the day of arrival and must be vacated no later than 11:00 a.m. on the day of departure. ISLAND HEIGHTS is not required to allow early check-in before 3:00 p.m. Any late check-out not previously authorized by ISLAND HEIGHTS may result in the charging of an additional night or of the costs actually incurred by ISLAND HEIGHTS as a result of such delay.

Upon arrival, the Client and each Occupant must present a valid identity document, including a passport or national identity card. Foreign Clients may be required to complete an individual police registration form in accordance with the applicable regulations.

Only the Occupants expressly named and authorized for the room may access it and stay in the Establishment for the duration of the Booking. The Client shall not assign, sublet, lend or otherwise make the room or access to the Establishment available to any unauthorized third party.

All keys, cards, badges or access devices must be returned on the scheduled departure date. Each key, card, badge or access device not returned, lost or damaged may give rise to a fixed charge of fifty euros (€50), without prejudice to any additional justified costs if the security of the Establishment requires more extensive replacement.

In the event of unauthorized occupation of the premises beyond the scheduled duration, ISLAND HEIGHTS may deactivate access devices, change access codes, make the room available again and take any useful measure to preserve the safety and security of the Establishment and of persons, in compliance with the applicable regulations.

9. Authorized Occupants

The Client responsible for the Reservation must be an adult. The Reservation confirmation specifies the authorized Occupants. No undeclared or unapproved Occupant may stay at the Establishment.

The Establishment is primarily configured for adult guests and does not provide facilities specifically adapted for minors. Any occupancy request involving a minor must be disclosed before confirmation and remains subject to ISLAND HEIGHTS' prior written approval, having regard to the room, occupancy limit, available facilities and safety conditions.

Failing prior written approval, the Reservation shall apply only to the Occupants declared and accepted.

10. Stay Conditions and House Rules

The Client and the Occupants undertake to use the rooms, facilities and common areas reasonably and peacefully, in accordance with their intended purpose, these General Terms and Conditions, the specific booking terms, the house rules, the facility-use rules and the instructions communicated by ISLAND HEIGHTS.

Any violent, aggressive, threatening, insulting, indecent, noisy or dangerous behavior, or any behavior contrary to public order, morality, hygiene or safety rules, or likely to disturb the stay of other guests, may result in refusal of access, immediate removal from the Establishment and/or the involvement of the competent authorities, without refund or compensation, unless otherwise required by mandatory law. Smoking and vaping are permitted only in designated outdoor areas. Pets are prohibited, except where required by law, and illicit substances are prohibited. Outside visitors must be declared to reception, remain under the Client's responsibility and shall not receive any key or access code. Quiet hours apply from 10:00 p.m. to 8:00 a.m. Parking, where available, is allocated on a first-come, first-served basis and is not guaranteed.

11. Breakfast, Consumption, Additional Services and Ancillary Services

Breakfast is served during the hours communicated by ISLAND HEIGHTS and, unless subsequently amended, between 7:30 a.m. and 10:30 a.m. No refund, reduction or credit shall be granted if the Client or an Occupant chooses not to have breakfast or fails to attend during the service hours.

The Client undertakes to pay, no later than before departure, the full outstanding balance of the stay, any additional services, bar, restaurant and minibar consumption, charges signed for on site and, more generally, any amount due to ISLAND HEIGHTS in connection with the Reservation or the stay.

Airport transfers, vehicle rentals, excursions or similar services, where offered, recommended or facilitated by ISLAND HEIGHTS, are provided by independent third-party service providers. ISLAND HEIGHTS may, as an ancillary courtesy service, accompany the Occupants to the beach or the village, subject to availability, organization and safety conditions, without this service constituting a guaranteed transport service.

12. Swimming Pool, Jacuzzi and Establishment Facilities

Access to the swimming pool, jacuzzi and the Establishment's facilities is reserved for authorized Occupants, unless ISLAND HEIGHTS gives specific written approval subject to separate specific terms. Unless otherwise displayed or communicated by ISLAND HEIGHTS, the swimming pool and jacuzzi are open from 8:00 a.m. to 10:00 p.m. Access remains subject to availability, favorable weather conditions, maintenance, water quality, safety, hygiene and compliance with the instructions displayed or communicated by ISLAND HEIGHTS. ISLAND HEIGHTS may close, suspend or restrict access to such facilities where necessary for safety, maintenance, health, weather, water-quality, inappropriate behavior or regulatory reasons.

The swimming pool and jacuzzi are not permanently supervised by a lifeguard or rescue personnel, unless otherwise required by mandatory law or decided by ISLAND HEIGHTS. Their use requires prudent behavior, a prior shower, compliance with safety and hygiene rules, no use while intoxicated or under the influence of drugs or substances impairing vigilance, no smoking, no food or drink in the water, no diving, jumping or running, consideration of each Occupant's state of health, and compliance with any existing safety device, which must not be removed, disabled or bypassed. This clause does not limit or exclude any mandatory legal obligations of ISLAND HEIGHTS, including in relation to safety, maintenance, hygiene and liability.

13. Damage, Deterioration and Client Liability

The Client is responsible for any damage, deterioration, loss, theft, acts of vandalism, abnormal cleaning costs, deodorizing costs or restoration costs caused by the Client, the Occupants, their guests or any person brought into the Establishment by them. This liability applies without prejudice to any mandatory legal provisions applicable to ISLAND HEIGHTS.

Any damage, breakage, disappearance or theft of property belonging to ISLAND HEIGHTS may be charged to the Client at the cost of repair, replacement or restoration, without prejudice to any additional compensation in the event of a greater loss.

14. Luggage, Personal Belongings and Lost Property

ISLAND HEIGHTS may agree, as an ancillary service, to keep the Client's luggage in a designated area until the Client's actual departure. The Client is advised not to leave any valuables, important documents, means of payment or sums of money unattended and to inform ISLAND HEIGHTS of any item requiring particular attention. This provision is without prejudice to the mandatory legal provisions relating to the liability of accommodation providers.

Subject to any applicable mandatory legal provisions, ISLAND HEIGHTS shall not be held liable for any loss, theft or damage affecting items left unattended, unless a fault directly attributable to ISLAND HEIGHTS is established.

The Client is advised not to leave any valuables, important documents, means of payment or sums of money unattended in the rooms, common areas, vehicles or luggage. Lost or forgotten items may be kept for a reasonable period and then dealt with in accordance with internal rules and the applicable regulations.

15. Room Unavailability

In the event that the reserved room is unavailable, ISLAND HEIGHTS shall inform the Client as soon as possible.

This unavailability may result in particular from an availability error, a technical incident, a synchronization error between the Booking Engine and a Platform, a double booking, maintenance, works or a force majeure event.

Where possible, ISLAND HEIGHTS may offer the Client another available room within the Establishment, of an equivalent or higher category, at no additional cost. If no internal solution can be offered or accepted, the Booking may be cancelled and the sums already paid in respect of the unavailable night or stay shall be refunded to the Client. Such refund is without prejudice to any mandatory rights that the consumer Client may have where the unavailability is attributable to ISLAND HEIGHTS.

16. Liability

ISLAND HEIGHTS undertakes to provide the Services in accordance with the legal and regulatory provisions applicable to its activity, as well as the standards reasonably expected of a tourist accommodation establishment.

Subject to any applicable mandatory legal provisions, ISLAND HEIGHTS shall not be held liable for any non-performance or improper performance resulting from an act attributable to the Client, the Occupants, an independent third party, a Platform or an intermediary, a force majeure event, or inaccurate, incomplete or late information provided by the Client.

To the fullest extent permitted by law, ISLAND HEIGHTS shall only be liable for damage resulting directly from a breach attributable to it, without prejudice to any applicable mandatory legal provisions, in particular in relation to consumer protection, personal safety and the liability of accommodation providers.

17. Personal Data

ISLAND HEIGHTS processes the personal data necessary for managing reservation requests, Reservations, the reception of Occupants, the performance of the stay, payment, invoicing, security, compliance with its legal and regulatory obligations, complaint handling and customer relations.

Such processing is carried out in accordance with Regulation (EU) 2016/679 of 27 April 2016, known as the "GDPR", and the amended French Data Protection Act. ISLAND HEIGHTS acts as data controller for such processing.

The data may be disclosed to authorized staff of ISLAND HEIGHTS, its technical service providers, payment service providers, advisers, insurers, competent authorities, Platforms or intermediaries, only to the extent necessary for the purposes pursued or to comply with a legal obligation.

Where the Reservation is made through a Platform, that Platform may process personal data for its own purposes and under its own responsibility. The Client is invited to consult the privacy policy of the Platform concerned.

Payment data is processed in accordance with the terms applicable to the payment channel used and, where applicable, by secure payment service providers. ISLAND HEIGHTS only retains bank card data within the limits authorized by the applicable regulations and applicable security standards.

The Client has, under the conditions provided for by the applicable regulations, rights of access, rectification, erasure, objection, restriction of processing and data portability, as well as the right to lodge a complaint with the CNIL. The procedures

for exercising these rights, the relevant contact details and further information relating to personal data processing are set out in ISLAND HEIGHTS' privacy policy or in the notices provided to the Client.

When the Website uses cookies or other trackers, in particular for audience measurement or online advertising purposes, the Client is invited to consult ISLAND HEIGHTS' cookie policy or the notices displayed on the Website, which specify the purposes of the trackers used and the consent or refusal procedures.

18. Intellectual Property, Website, Wi-Fi and Images

The Website, the ISLAND HEIGHTS name, texts, photographs, videos, logos, graphic charters, distinctive signs, content, databases and communication materials of ISLAND HEIGHTS are protected by applicable intellectual property rights. Any unauthorized reproduction, representation, adaptation, extraction or use is prohibited.

The Client undertakes not to use the Wi-Fi or IT resources made available by ISLAND HEIGHTS for fraudulent, unlawful or harmful purposes, or for purposes that infringe the rights of third parties or constitute illegal downloading, infringement, intrusion, dissemination of unlawful content or breach of network security.

Any photographic, video or audio recording made by the Client within the Establishment must not infringe the image, privacy or rights of other clients, staff members or third parties. Any commercial or promotional use of the image, name or distinctive signs of ISLAND HEIGHTS is subject to prior written authorization.

19. Complaints and Consumer Mediation

Any complaint relating to a Reservation or a stay must be addressed to ISLAND HEIGHTS in writing, together with any relevant supporting documents, as soon as possible and, where possible, no later than fifteen (15) days after the departure date, in order to allow the request to be dealt with effectively.

Complaints may be sent to the following email address: rachel@islandheights.com, or by post to the following address: 96 Parc de la Baie Orientale, Baie Orientale, 97150 Saint-Martin.

ISLAND HEIGHTS will endeavor to handle any complaint as soon as possible and to seek, where possible, an amicable solution.

In accordance with the provisions of the French Consumer Code, the Consumer Client is informed of the possibility of referring the matter free of charge to a consumer mediator, after having first submitted a written complaint to ISLAND HEIGHTS and if the dispute could not be resolved directly with ISLAND HEIGHTS.

The competent consumer mediator is:

CM2C – Centre de la Médiation de la Consommation de Conciliateurs de Justice
49 rue de Ponthieu
75008 Paris

Email address: declarer-un-litige@cm2c.net

Website: <https://www.cm2c.net>

The Consumer Client must refer the matter to the mediator in accordance with the conditions and time limits provided for by the applicable regulations.

20. Applicable law and Competent Jurisdiction

These General Terms and Conditions, as well as any Reservation concluded with ISLAND HEIGHTS, are governed by French law applicable in Saint-Martin. Where the Client acts as a consumer, this choice of law shall not deprive the Client of the protection afforded by the mandatory provisions of the law of the Client's country of habitual residence, where such provisions are applicable.

In the event of a dispute between the Parties, they shall first seek an amicable solution. The Consumer Client may, where applicable, refer the matter to consumer mediation under the conditions set out herein.

Subject to any mandatory protective rules applicable to the consumer Client where applicable, any dispute relating to these General Terms and Conditions, the Reservation or the stay may be brought before the competent French courts, including those having jurisdiction in Saint-Martin. For business Clients, exclusive jurisdiction is assigned to the materially competent French courts having jurisdiction in Saint-Martin, to the fullest extent permitted by law.

These General Terms and Conditions are drawn up in French and English. In the event of any contradiction, discrepancy or difficulty of interpretation between the two versions, the French version shall prevail, unless otherwise provided by mandatory law.

21. Final Provisions

If any provision of these General Terms and Conditions is declared null and void, unenforceable or deemed unwritten, the remaining provisions shall remain applicable, unless the invalidated provision constituted a determining element of the Parties' undertaking.

Computerized records, reservation confirmations, emails, payment data, invoices, registration forms and documents kept by ISLAND HEIGHTS or its service providers under reasonable security conditions may be used as evidence of the exchanges, Reservations, payments and services between the Parties.

The Client agrees that communications relating to the Reservation and the stay may be sent by email to the address provided at the time of booking.

Where a registered notice is required or appropriate and where the Client has expressly consented under the applicable legal conditions, ISLAND HEIGHTS may use an electronic registered letter sent to the email address provided at the time of Booking. The Client undertakes to provide a valid email address, to check it regularly and to inform ISLAND HEIGHTS of any change.

The Client may withdraw this consent for the future by written notice to ISLAND HEIGHTS, without affecting the validity of notices already sent. The evidence issued by the electronic registered letter provider shall constitute evidence of dispatch, receipt, refusal or non-collection. unless proven otherwise.