

GENERAL AND PARTICULAR TERMS AND CONDITIONS OF SALE

Between the Company IGUANE HOUSE, Route du Flibustier – Fonds Thézan – 97180 Sainte Anne, with a capital of 5.000€, registered in the Trade and Companies Register in Pointe à Pitre under the number 2016B1315, SIRET 822 543 245 00010, represented by Mrs Valérie DEMOULIN, in her quality of president, hereby duly authorised for the purposed described herein. The company can be contacted by email by clicking on the contact form reachable through the homepage. Below the «Seller » or the « Company»,

On one hand, and the physical or moral person proceeding to the company's goods or services purchase, below, « the Buyer », or « the Client » On the other hand, it was detailed and agreed what follows:

Preamble

The Seller proposes touristic accommodation products and services of short length exclusively to consumers, commercialised on behalf of its website (<http://www.iguanehouse.com>). The list and the descriptive of the goods and services proposed by the SAS IGUANE HOUSE can be seen on the above mentioned site.

Article 1 : Subject

The hereby General and Particular Conditions of Sale determine the rights and obligations of both parties in connection with online sale of products offered by the Seller.

Article 2 : General terms

The hereby General Conditions of Sales (GCS) apply to all products' sales done through the website of the SAS IGUANE HOUSE which are an integral part of the contract between the Buyer and the Seller. The Seller reserves the right to modify the document in question at every moment by the publication of a new version of the website. The right GCS are the ones applicable at the date of the payment (or the first payment in case of several payments) of the order. These GCS can be read on the website of the company at the following address: www.iguanehouse.com. The Client declares that he has read all the hereby General and Particular Conditions of Sale and that he accepts them without restriction or reservation. The Client admits that he benefited from necessary advices and information to be sure of the balance of the offer to his needs. The Client declares to be able to form legally in accordance with the French laws or correctly represent the physical or moral person for whom he commits to. Unless proven otherwise, the registered information by the Company is the real proof of all transactions.

Article 3 : Rental contract

The rental contract is reserved to the exclusive use of stay in touristic furnished house. The parties declare that the location has no purpose of the rental places for the use of the main house, secondary or residential accommodation.

Article 4 : Length of stay

The signatory tenant of the finalized contract for a defined period will not be able in any circumstances to claim the right to stay in the house at the end of the stay.

Article 5 : Conclusion of the contract

The tenant will have to pay a deposit corresponding to 30% of the total rental amount and will have to send back one signed copy of the contract by mail, by post or give it in person. The reservation is considered as definitive upon receipt of the deposit. For any reservation done one month before the arrival date, the total amount of the rental will have to be paid upon reservation.

Article 6 : Price of the stay

6.1 The price includes :

- the rental of the furnished house,
- the maintenance of the garden and the swimming pool,
- the welcome gifts: « drinks and fruits » ,
- the household linen :
 - SINGLE BED : 1 fitted sheet, 1 duvet cover, 1 pillowcase et 2 towels (1 large 1 small)
 - DOUBLE BED : 1 fitted sheet, 1 duvet cover, 2 pillowcases et 4 towels (2 large 2 small)
 - + 3 dish towels + 1 bath mat / bathroom.
- the consumption of water, gas, electricity and WIFI internet,
- the compulsory package « cleaning end of stay » (70 €) unless noted otherwise (special or promotional offers),
- on request : charcoal BBQ, baby's crib, high chair...

6.2 The price does not include :

- the tourist tax (2,25€/pers/night),
- the compulsory package « cleaning end of stay » (70€) unless noted otherwise specified in the offer,
- the cancellation guarantee (secured by the tenant),
- the additional options such as first breakfast, baby sitting, cleaning during the stay, well-being, relaxation and body cares services, ...
- the security deposit (1500€)
- the additional services resulting from a voluntary or involuntary extra time of the stay (arrival in advance, weather conditions, etc.) : they will be charged to the tenant at the current rate.

Article 7 : Payment of items non included in the rental fees

7.1 Tourist tax

The tourist tax is collected for the City of Saint Anne and is not included in the price of the stay. It must be paid upon arrival.

7.2 Cleaning package at the end of stay

It is compulsory. In the case of it is not included in the rental price, it can be paid with the rental balance or at the latest on site the arrival date.

7.3 Additional options

They can be paid with the rental balance or at the latest on site the arrival date.

7.4 Well-being services

The well-being services can be bought alone (without stay). They must be paid at the moment of the purchase on the website.

7.5 Guarantee deposit

It must be paid by check under the name of SAS IGUANE HOUSE upon receipt of the keys.

Article 8 : Reservation procedure

1) The available dates of the villa « Iguane house » are updated; however, we recommend you to ask for the tariffs and the availability :

- by email iguanehouse@orange.fr

- from the button « reserve » or from the « contact » form on the website:

<http://www.iguanehouse.com/contact.html>

- by phone: 0690 840 728 (from foreign countries: 00 590 690 840 728).

2) To confirm your reservation and to establish the rental contract, we will need personal information: surname, name, postal address, telephone number (fixed-line and mobile). Upon receipt of this information, we will establish the rental contract and will send it by mail. The reservation of the villa will be confirmed upon receipt of the 30% deposit of the total rental amount. The deposit can be paid by bank transfer, credit card or bank check. Upon receipt, the client will be informed by email and an invoice will be prepared and sent.

Article 9 : Payment of the balance

The balance of the rental is paid one month before the arrival date by check, bank transfer or credit card.

Article 10 : Cancellation by the tenant

Any cancellation must be notified by postal registered letter or by mail at SAS IGUANE HOUSE, route du flibustier – Fonds Thézán – 97180 sainte Anne Guadeloupe / email : iguanehouse@orange.fr

10.1 – the tenant will lose the deposit if he cancels the reservation 4 weeks and more before the arrival date.

10.2 – if the reservation is cancelled less than 4 weeks before the arrival date, the tenant will pay the difference between the deposit and the equivalent of the total amount of the stay and all the requested options.

10.3 - in case of no-show of the tenant : all the stay and all the options are due.

10.4 – in case of anticipated departure of the tenant: the payment of all the stay and all the options will be kept by the owner of the rented house.

Article 11 : Cancellation by the owner

The owner reimburses the total amount to the tenant.

Article 12 : Arrival / Departure

12.1 - Upon arrival, the tenant must arrive the day and from the time mentioned in the contract. In case of late or postponed arrival, the tenant must inform the owner or his representative in order to organise the reception of the tenant in the best conditions.

12.2 – Departures are 7 days / 7 days before 10am.

We ask you to respect the departure time of the villa (as the cleaning and the respect of the arrival time of the next tenants depend on that) together with the departure instructions written in the welcome booklet (dishes done and tidied up, bins and recyclable out).

If you want to get back your security deposit the day of your departure one hour will be necessary to do the outgoing inventory of fixtures.

Article 13 : Inventory of fixtures

13.1 - Upon arrival in the rented house, the tenant has got 24 hours to check that the places are in accordance to the description done and to inform the owner of possible anomalies. After this deadline, the rented house will be considered as free from damages upon arrival of the tenant.

13.2 - The outgoing inventory of fixtures will be done the day of the tenant's departure in order to give back to the tenant the security deposit in totality if no damages and no lacks are seen. The tenant will have to let one hour to the owner to do the outgoing schedule of fixtures.

If some damages are seen, the SAS IGUANE HOUSE will keep the security deposit. The company will buy or do the necessary works to the refurbishment of the house. The company will give the invoice(s) when giving back the security deposit less the amount of the expenses incurred.

13.3 – In the absence of a contradictory situation at the end of the rental, no objection from the owner in the 72 hours following the end of the rental (time of departure of the tenant) will correspond to the restitution of the house in good shape and complete outgoing inventory of fixtures. The check of the security deposit will be given back to the tenant within 7 à 10 days after the departure of the tenant by post.

Article 14 : Security Deposit

The tenant pays upon arrival a security deposit by check. This deposit is not cashed except if a necessary refurbishment of the house has to be done. The amount of these deductions will have to be justified by the owner with the invoices. If the security deposit is not enough, the tenant has to pay the balance based on the supporting documents given by the owner. This payment guarantee could not be considered as participation of the rent. If no damages are seen upon the outgoing inventory of fixtures, the security deposit will be completely given back to the tenant by post within 10 days after his departure.

Article 15 : Use of the rented house

The tenant will have to ensure the peaceful character of the rented house, to use it according to the destination of the places and to be careful to the good maintenance of the premises.

Article 16 : Accommodation capacity

The maximum capacity is limited to the number and name of the persons indicated in the contract during all the stay. If the number of tenants is superior to the maximum capacity or to the number of people mentioned in the rental contract, the owner can refuse the entry in the premises (and so the taking possession of the rented house by the tenant) or he can ask for an increase of the price. Every change or break of the contract will be considered on the tenant's initiative and no reimbursement will be done.

In case of abuse, the owner or his agent will be able to demand the immediate leaving from the house and will be able to ask for a compensation for the damage endured. It could be the same for the neighbourhood's problems.

Article 17 : Animals

Pets are not allowed in the « Iguane house » villa. In case of non-respect of this clause by the tenant, the owner can refuse the stay. In that case, no refund will be done.

Article 18 : Insurances

The tenant is responsible for all damaged caused by himself. He must be insured by an insurance contract type vacation for all these different risks.

Article 19 : Litigation

In case of litigation, the relevant court will be the one of the SAS IGUANE HOUSE headquarters, in other words Pointe à Pitre court.