

GENERAL TERMS AND CONDITIONS OF SALE

The ST BARTH R WAY company reserves the right to modify at any time the general terms and conditions of sale.

CHARTER FLIGHT / BOAT

Flight(s)/Boat(s) is/are being operated by a charter company and preferred partner of ST BARTH R WAY.

ST BARTH R WAY is acting as an agent for the arrangement of the air charter. The air carrier is responsible for the air transportation for this trip and ST BARTH R WAY does not own or operate the aircraft that has been chartered for this trip.

Therefore in case of any delay, schedule change and or cancellation, which cause your connecting flight to be compromised, ST BARTH R WAY cannot be held responsible.

MODIFICATION/CANCELLATION :

Once confirmed, every modification (travel date, time or travellers) will be subject to fee. The fee will depend on the airline company with whom the flight/boat has been confirmed and booking fees. During reservation process, the cancellation and change fee amounts will be communicated upon request from clients.

In case of delay of the airlines companies, a late fee will be applied by companies charter or regular flight. ST BARTH R WAY can not be held responsible and will be obliged to apply them to the client.

Please be advised that some airline companies do not refund at all once charters has been confirmed !

ST BARTH R WAY will apply of 30€ of service fees per modification /cancellation/refund and 3% of refund fees.

WEATHER

If weather conditions do not allow the company to operate. Planes or boat will be reschedule as soon as the weather will permit, accordingly to the charter company new availability.

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

FORCE MAJEURE

In case of force majeure, responsibility for ST BARTH R WAY can not be held. Force majeure means any events external to the parties with a character both unpredictable and insurmountable that prevents either're travelers, or the agency or service providers involved in the execution of all or part of the obligations under the contract. ST BARTH R WAY not assume responsibility when the benefits that we are committed to organize or visit as part of your trip, or will have been made or will have been achieved under the conditions promised for reasons totally independent of our will and our control, under the force majeure, even having taken all reasonable precautions. The events in question include war or threat of war, acts of terrorism or threats of such acts, riots or disturbances, strikes, natural or nuclear disaster, fire, adverse weather conditions, the risk of epidemics or epidemics/pandemics, mechanical problems (which are not predictable despite the many engineering controls) and events like this that are beyond our scope.

CHECK IN / NO SHOW

Travellers must check in at least 45 min prior to the flight departure.

For schedule flight, check in time is 90 minutes before departure. All schedule flights close 45 minutes before flight departure.

ST BARTH R WAY will inform of such and check in point on confirmation document which will be sent to clients. If this document has not been received before the travel date, we urgently request travellers to request it by email.

A NO SHOW will result in the loss of the charter or flight ticket or any other service subscribed.

VIP SERVICES

From the 01st of November to 31st of May, all reservations CONFIRMED are non refundable, but movable with fee.

From the 01st of June to 31st of October :

-A 50 % cancellation fee will be apply for reservation cancelled before 1 month prior to arrival/departure

-A 75 % cancellation fee will be apply for reservation cancelled between one month and 7 days prior to arrival/departure

-A 100 % cancellation fee will be apply for reservation cancelled within 7 days prior to arrival/departure

In case of refund, 30 € fee of reservation will be apply plus fees applied above plus 3% of credit card fees.

Throughout the year, every modification on VIP Service will be subject to 30€ fee per passenger and per way.

The VIP Service cannot be FULLY provided if you don't show up at the meeting point stated on confirmation document

ST BARTH R WAY can not be held responsible if the customer does not meet at the meeting point. Once the meeting point, the customer can call

ST BARTH R WAY in emergency at 06.90.88.16.23 or send an email to: info@stbarthrway.com

COVID POLICY : Credit of 100% with rebooking fees of 30 € / person and per way.

PAYMENT

The reservation form with credit card information must be signed by the holder thereof.

However, if a third person sign the form instead of the customer, ST BARTH R WAY can not be held responsible in case of dispute.

The third will be held responsible person who signed the document instead of the customer.

The credit card holder AMEX, VISA, MASTERCARD or any other type of card may not therefore be used against ST BARTH R WAY.

In case of dispute, ST BARTH R WAY can not be held responsible instead of the person who signed the booking contract. By signing, the customer acknowledges having read the terms and conditions of sale and undertakes to respect them. Late penalties will be applied from the 31st day and will be 3 times the legal interest rate.

For professionals, the payment of sums due after the eligibility date on the invoice majorera of right amount of it for a lump sum of 40 euros under Article L AA1-6 paragraph 12 of the Commercial Code, the amount of which is fixed by decree No. 2012- 111NO of 2 October 2012

Article D4A1-NO code of civil enforcement procedures . If regulatory change the amount of the lump sum, the new amount shall automatically be substituted for that contained in these terms and conditions or terms of settlement.

Application of right of compensation does not preclude the application of an additional allowance of the claim of justification according to the above text, had competition from all of the amounts that have been exposed, they kind whatsoever, for the recovery of debt. For all inquiries within 24 hours of deliver y and for services performed between 19h and 7h, ST BARTH R WAY reserves the right to charge extra fees.

APPLICABLE LAW

These terms and conditions are subject to French law.