



LE TOINY
S T B A R T H

2025 - 2026 TOUR OPERATOR CONTRACT

Between : NUBA
Espagne
Ph.:
Email: alessandra.girardi@nuba.net

And : **Hôtel Le Toiny**
Anse De Toiny – 97133 St Barthélemy – F.W.I.
Ph.: +590 590 27 88 88
Email: reservations@letoiny.com

Validity: This contract is valid for the period of 15th October 2025 until 31st August 2026

Terms and Conditions:

- This Hotel Le Toiny Tour operator contract sets forth the terms and conditions of net wholesale rates for above mentioned dates of validity. The Tour Operator has access to public rates via the GDS or Hotel Le Toiny's on line booking portal:

[Le Toiny booking engine](#)

to which he can apply a 20% commission (excluding tax)

- This excludes package rates which come with spa treatments, rental cars and other amenities not subject to the 20% commission
- This agreement also amends and supplements any existing and future Static Rate agreements that the Tour Operator may enter with Hotel Le Toiny and is incorporated into such agreements. The terms of this agreement will prevail over any conflicting terms in such Static Rate agreements.
- Le Toiny's breakfast as well as free access to our gym and beach facilities, VAT and service are included.
- airport or harbor transfers on arrival and departure are available at 180 € roundtrip for 2 people
- **Island tax is 5% on public rate, per night and is collected locally at check out.**
- Minimum stay requirements may apply.
- A minimum stay of 5 nights applies for the following periods including one of those dates: Thanksgiving (27/11/25), Easter (05/04/26), President's Day Week (16/02/26) and Bucket race (12/03/26).
- The Festive Season (20th December to 4th January) represents a BLACK OUT period. Bookings are on request only with a minimum stay of 6 consecutive nights.
- Cancellation policies are applied as stated under the General agreement conditions.

Extra beds:

- No extra bed available in the Junior Suite.
- Baby crib available free of charge in all room categories
- First child under the age of 4 years stays free of charge in the parent's Suite.
- If 4 years or older the supplements apply:
The daily rate for the extra bed depends on the dates of stay and shall be confirmed with our reservation office (reservations@letoiny.com) and is per person including breakfast. Supplement is subject to 5% tax.
Maximum of 1 additional guest per Suite.
Extra person charge is net, non-commissionable.

I certify that I have read, understood and agreed to the conditions mentioned on both sides.

St Barthélemy, October 1, 2025

Signature and company stamp:

Maria Visé
Hotel Manager
Hôtel Le Toiny

Signature and company stamp:



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GENERAL AGREEMENT CONDITIONS

- 1).** Each reservation must clearly state:
 - Client(s) name(s) in full and number of guests with age (if children).
 - Full information of booking travel agency
 - Arrival and departure dates / client(s) time of arrival and Airline Company into St Barth's airport.
- 2).** Cancellations must be confirmed by email at the latest 61 days prior to arrival date.
Hôtel Le Toiny will apply the cancellation policy referenced below*.
A cancellation fee will be charged on any cancellation occurring after the final confirmation of the booking.
- 3).** In case of fire, hurricane or any events beyond the hotel's control, Hôtel Le Toiny will follow the procedure established by the President of the Collectivity and cannot be held responsible for any inconveniences caused.
- 4). Payment conditions:**
By swift wire transfer, total prepayment net of commission must be received by the hotel 60 days prior to the arrival date. For Festive Season bookings a 4-night deposit is required at time of booking and full net prepayment is due by 30th September.
- 5).** The hotel must be featured in any promotional material of the travel agency/tour operator (brochure, program or guide), as well as on a website. The hotel must approve all published texts or pictures.
- 6).** The contract becomes valid upon receipt of the contract signed by both parties. We kindly ask you to sign the contract and return it to us by email within 2 weeks of reception. Contracts received after this period are considered invalid.
- 7).** Legal competence: any question or disagreement resulting from the interpretation or application of this contract comes exclusively under the jurisdiction of the "Tribunal de Commerce" of Guadeloupe.

***Cancellation policies:**

Standard Cancellation Policy:

60-00 days: total stay - no refund

Package and Promotional rates Policy:

Any cancellation will forfeit the full amount deposited

Festive Season Cancellation Policy:

Any cancellation will forfeit the full amount deposited

Any changes to arrival or departure date will incur a penalty

Travel Insurance: We strongly advise our clients to take a Travel Insurance in case of cancellation.

Cancellation fees:

Any cancellation of a booking guaranteed by a deposit will incur a fee of 3% of the deposit if cancelled outside the 60 days cancellation policy. This fee will be deducted from the refund.

Visa:

Please be aware that a Visa issued to visit metropolitan France is NOT VALID to enter the overseas departments such as Guadeloupe, Martinique and St Barthélemy. For certain nationalities, a specific Visa is required to enter St Barthélemy (i.e. South Africa, Columbia, Dominican Republic, Georgia, India, Israel, Morocco, Peru, Russia ...) Please contact the French Consulate prior to your departure and enquire for a Visa for the DOM-TOM departments of France. Since July 1st, 2005: a valid passport is mandatory for all US Citizens.