

# **TOUR OPERATOR CONTRACT 2019**

	Between the Hotel	And the Travel Agency		
Name	SAS Saint Christophe Tiara Miramar	WORLD AVENUES SA – Travel Services		
Contact name	Sonia Maccaferri Revenue Manager	Sara Abdelwahed Contracting Agent		
Address	47 Av de Miramar 06590 Théoule sur Mer FRANCE	14, rue Ferrier CH-1202 Geneva SWITZERLAND		
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E-mail	sonia.maccaferri@tiara-hotels.com	contracting1@world-avenues.ch		
VAT registration number	FR84 5720045620 0029			
Reservations Departme	Audrey Daneyrole: +33 (0)4 93 75 05 01 reservations.miramar@tiara-hotels.com			

# FIT Net Rates in Euros per Room

ROOM CATEGORY	Rate Period 1 01/01 – 11/03 15/03 - 29/03 27/10 – 27/12	Rate Period 2 30/03 – 08/05 29/09 – 26/10 28/12 - 31/12	Rate Period 3 26/05 – 14/06 23/6 -05/7 01/09 – 28/09	Rate Period 4 12/03 – 14/03 09/05 – 25/05 15/06 – 22/06 06/07 -31/08	Extra Bed
CLASSIC HILL VIEW	160	210	280	390	n.a.
SUPERIOR GARDEN VIEW	190	240	310	410	60
DELUXE SEA VIEW	210	280	350	510	60
PRESTIGE ROOM SEA VIEW	240	320	390	590	60
JUNIOR SUITE GARDEN VIEW	260	360	430	620	60
JUNIOR SUITE SEA VIEW	320	440	520	720	60
DELUXE SUITE SEA VIEW	400	480	620	760	60
ROYAL SUITE	600	800	1000	1500	60



SEA VIEW					
VILLA AZUR	900	1300	1500	2200	60
Allotment per category *	1 Classic Hill 1 Deluxe Sea	OR			
Release date	0	0	0	2	

### 2) Payment Conditions:

Direct pa	yment	Upon receipt of invoice	
Full payment	Pre-	At the time of booking / no later than 8 days before client's arrival	

The hotel shall send to the Tour Operator all the invoices related to the confirmed bookings, attaching the original voucher received from the client at check-in. The Tour Operator shall make all payments within the specified period in this contract. In the event of any failure to pay within 30 days of receipt of the invoice, the Tour Operator will be charged interest at the rate determined by the European Central Bank, plus 3% per month.

### 3) General Sales Conditions:

- a) The agreed prices are NET, quoted in Euros, V.A.T. included, valid for individuals international leisure market (less than 8 persons) and for T.O. distribution. These rates cannot be presented directly to the client as room-only. Tiara Miramar Beach Hotel & SPA has the right to terminate the present contract if the rates are not strictly applied according to this clause.
- b) Rates are per room and per night with buffet breakfast included (served at the restaurant), on the basis of single or double occupancy. They include free access to hotel's sport and leisure facilities (private beach, outdoor pool, sun beds, etc.). A local (city) tax of 2.25 € per person per day and parking place at 15€ per day, must be paid directly to the hotel by clients.
- c) Booking requests shall be made directly by the Tour Operator to the Hotel Reservations department: +33 (0)4 93 75 05 01 / email: reservations.miramar@tiara-hotels.com. At booking time, the Tour Operator must indicate client's name, payment method, arrival date and time. Any further changes in client's name and/or details will be considered by the hotel as a new reservation request. Extra services, when not covered by the Tour Operator, will be directly charged to the client.
- d) Check-in time: from 4:00pm Check-out time: 12:00 noon Free indoor parking

### e) Children room policy:

Baby cots available at no charge

Up to 3 years old : 60€ per day if sharing parent's room in all room category

#### f) Children F&B policy:

Up to 3 years old: breakfast is free of charge.

Half-Board (6 to 11 years old): 30€ /day/person (includes breakfast + dinner, all drinks excluded)

- g) <u>Half Board</u> (12 years old +) : 69€ /day/person (3 courses dinner, all drinks excluded) Not valid on February 14th / December 24<sup>th</sup>, 25<sup>th</sup>, 31st,
- h) Extra Bed (3 years old +): available on request from superior room from 60€/day
- i) The Tour Operator shall confirm all bookings within the agreed period of time prior to the release date, in case of allotment. The allotment that has not been confirmed prior to the release date comes automatically available to the hotel, without notice and free of any charge.
- j) At any time during the contract, the hotel may interrupt the allotment or free-sale given to the Tour Operator.
- **k)** The hotel has the right to change the agreed prices, in case of tax variation, through written notice to the Tour Operator.
- I) Within the hotel premises, food and drinks not provided by the hotel are not allowed.



## m) Special offers and conditions:

2=3 during period 1

Junior Suite et Deluxe Suite Offer: 6=7 during period 1-2-3

#### **Special Conditions**

During period 4

➡ Minimum stay of 3 nights for any stay over a Saturday night

n) Cancellation policy:

Rate periods 1: Cancellation less than 48 hours prior to arrival: 50 % of total amount charged. Rate period 2-3: Cancellation less than 7 days prior to arrival: 100 % of total amount charged. Rate period 4: Cancellation less than 14 days prior to arrival: 100 % of total amount charged. No show: 100% of total amount charged.

o) Damages and Liabilities:

During their stay at the Hotel, clients causing damages or disturbances affecting other guests, staff, or even the reputation of the Hotel, will be liable for such acts. In case of failure to pay upon chekout for damages caused will result in the Tour Operator's financial responsibility towards the Hotel. As a consequence, the Hotel may immediately terminate the agreed services without the compensation. The Tour Operator commits to inform its clients of the herein-mentioned rule. The hotel shall not be responsible in the event of force major or acts inherent to the hotel.

For TIARA MIRAMAR BEACH HOTEL M. Christian Baumgarten (General Director)

November 20th, 2018

For the TOUR OPERATOR

Ms/M. Sara Abaelwahed world avenues SA

Date: CONTRACTING AGENT

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