

2017-2018 Tour Operator Contract – FIT Program

For the purpose of this contract, the Resort designates and includes the property known as “**Puente Romano Beach Resort & SPA · Marbella**” and the “Operator” designates and includes **World Avenues S.A Travel Services** - 14, rue Ferrier - CH- 1202 Geneve - Mariam Hesham, Contracting Agent - Tel +41 225481211 - e-mail : contracting1@world-avenues.ch

This contract is valid from 1st May, 2017 until 30th April, 2018

NET RATES PER ROOM PER NIGHT DOUBLE OR SINGLE OCCUPANCY - BUFFET BREAKFAST INCLUDED

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	<u>SEASON A</u> 01.05.17 AL 24.05.17 <u>SEASON G</u> 17.09.17 AL 07.10.17 <u>SEASON K</u> 23.03.18 AL 31.03.18	<u>SEASON B</u> 25.05.17 AL 21.06.17	<u>SEASON C</u> 22.06.17 AL 06.07.17 <u>SEASON F</u> 20.08.17 AL 16.09.17	<u>SEASON D</u> 07.07.17 AL 03.08.17
Junior Suite	440	472	544	632
Deluxe Garden Suite	480	512	592	688
Deluxe Junior Suite	480	512	592	688
Grand Junior Suite	664	712	824	960
Family Room (Deluxe Junior Suite+Deluxe Garden Suite). 4 PAX	920	984	1144	1336
ALLOTMENT	FREE SALE			
RELEASE	7 DAYS	7 DAYS	28 DAYS	28 DAYS
	<u>SEASON E</u> 04.08.17 AL 19.08.17	<u>SEASON H</u> 08.10.17 AL 21.12.17 <u>SEASON J</u> 07.01.18 AL 22.03.18	<u>SEASON I</u> 22.12.17 AL 06.01.18 <u>SEASON L</u> 01.04.18 AL 30.04.18	
Junior Suite	704	288	320	
Deluxe Garden Suite	768	312	352	
Deluxe Junior Suite	768	312	352	
Grand Junior Suite	1072	424	472	
Family Room (Deluxe Junior Suite+Deluxe Garden Suite). 4 PAX	1496	584	664	
ALLOTMENT	FREE SALE			
RELEASE	28 DAYS	2 DAYS		
Double room	<ul style="list-style-type: none">Discount of 20% on the Best Available Rate found at www.puenteromano.com applying to all seasonsReservation conditions and cancellation policies as per rate in www.puenteromano.com			
Deluxe Junior Suite partial sea views				
Grand Junior Suite partial sea views				
Deluxe Junior Suite Beach				
Grand Junior Suite Beach				
Golden Mile Suite				
Deluxe Junior Suite 2 bedrooms				
Grand Junior Suite with kitchen				
4 Bedroom Suite				
Mediterranean Suite (2 bedrooms)				
Imperial Suite Beach				
Royal Suite Beach				
Villa Margarita				
Villa Armonía				
Villa La Perezza				

SUPPLEMENTS ARE PER PERSON PER NIGHT AND ARE OPTIONAL	June, July and August	Rest of the year
Half Board Supplement (Dinner at the Sea Grill Restaurant only)	76	50
Extra Bed Adult	125	125
Extra bed for child up to 4	Free of charge	
Extra bed for child up to 11	15	15
2 nd extra bed for child up to 11 in Deluxe Garden Suite	71	71
Supplement for pets up to 5kg (No bigger pets allowed)	20	
Baby Cot	Free of charge	
Meal Supplements for children up to 11, 50% discount		
From 7 th of July to 26 th of August 2017 the minimum stay is 5 nights.		

The Operator rates mentioned above are in Euros, net, non-commissionable. 10% VAT is included in the rates stated above. If there is any change in the VAT percentage, it will be reflected on the present rates.

- The buffet breakfast will be served daily from 07:30hrs to 11:00hrs at the Alhambra Breakfast Restaurant.
- If the guest decides to have breakfast in the room this breakfast will be continental.
- The main breakfast restaurant may be subject to change to another Resort restaurant or location due to operational needs.
- Half board is based in a three course menu served at the Sea Grill Restaurant, drinks not included. Any additional items consumed will be charged at public menu prices. The Resort reserves the right to change the location and type of service according to Resort needs.
- Gala dinners on the 24th and 31st of December are not included in half board packages.
- The rates and rooms contracted apply only to the program mentioned in this contract, and cannot be applied for participants in any type of group in the Resort.
- The Resort reserves the right to cancel reservations made under this contract for participants in groups, or for stays that will, eventually, not be related with the tour operator program herewith agreed on.
- The rates contracted are only for the Operator's program.
- The net tour operator rates can only be applied for a reservations with a minimum mark-up 25% They must not be sold at net to a 3rd party, or to consumers directly, without the appropriate mark up being applied. They cannot be distributed to other operators that distribute online or any other with whom the resort has already an agreement in place.
- When a stop sales is sent, the allotment will be automatically cancelled for the dates affected by the stop sales.

Special Early Booking Offers: (Only to be applied on the room types with net rates on this contract):

- Season A, B, C: 20% discount for reservations made until 31.01.2017.
- Seasons D, E, F, G: 20% discount for reservations made until 31.03.2017.
- Season H: 20% discount for reservations made until 31.07.2017.
- Seasons I: 20% discount for reservations made until 31.10.2017.
- Seasons J, K, L: 20% discount for reservations made until 30.11.2017.

Added Values

- Complimentary WIFI
- Free access to the Fitness Centre: Gymnasium, Sauna and Steam Room.
- Free access to the Kids Club, open according to the season. Check opening dates with the Resort.
- One complimentary green fee per person per stay at the Marbella Club Golf Resort, including shuttle service at the designated times. Subject to availability of the golf Resort.
- Complimentary use of underground parking.
- Complimentary use of sun lounges at the swimming pools and the Resort beach area.
- Honeymooners or Anniversary: In room welcome bottle of sparkling wine.

- Guests staying at the Puente Romano Beach Resort & Spa Marbella can use the Bars and Restaurants at both the Marbella Club and the Resort and sign charges to their own bill. Half board not applicable.
- Spa access not included in the room rates. Priority over external clients when reserving treatments at SIX SENSES Spa located at the Beach Club.

The Resort and the Operator agree on the following:

1. Reservation Policy

a. Allotment Control

Reservations will be accepted up to the release date for the rooms with allotment referred to in this contract. All rooms not sold will revert automatically back to the Resort sale. The same will apply to stop sales and blackouts.

After the release date, any new reservation must be made with the Resort via e-mail, telephone or fax and is subject to availability. Once a reservation has been confirmed by the Resort, it will be considered as a guaranteed reservation. The Operator is responsible of communicating any changes or cancellations to the Resort. All guaranteed reservations will be subject to the restrictions and costs of the cancellation and no show policy.

b. Reservations

Reservations must be made directly to the Resort via e-mail, telephone or fax. Once a reservation has been confirmed by the Resort, it will be considered as a guaranteed reservation. The Operator is responsible of communicating any changes or cancellations to the Resort. All guaranteed reservations will be subject to the restrictions and costs of the cancellation and no show policy.

c. Cancellation Policy

From the 1st of May 2017 to the 24th of May 2017, there will be no cancellation costs if the cancellation is received before 7 days prior to the arrival date. Any cancellation that may occur after this date will be subject to the cost of 50% of the total stay with a minimum charge of two night's stay including taxes.

From the 25th of May 2017 to the 16th of September 2017, there will be no cancellation costs if the cancellation is received before 14 days prior to the arrival date. Any cancellation that may occur after this date will be subject to the cost of 50% of the total stay with a minimum charge of two night's stay including taxes.

From 17th September 2017 to 22nd March 2018, there will be no cancellation costs if the cancellation is received before 48 hours prior to the arrival date. Any cancellation that may occur after this date will be subject to the cost of one night's stay including taxes.

From 23rd March 2018 to 30th April 2018, there will be no cancellation costs if the cancellation is received before 7 days prior to the arrival date. Any cancellation that may occur after this date will be subject to the cost of 50% of the total stay with a minimum charge of two night's stay including taxes.

*** For the room types not included in this contract, the cancellation policy shown in www.puenteromano.com will be applicable for each period and/or room type.

d. No-Shows

It is considered a no-show if the arrival does not occur on the reservation date. No shows will be charged to the Operator for the total stay at the contracted rate for the room type reserved.

e. Changes on Reservations

The Resort must be informed immediately via telephone, e-mail or fax of any change that will occur after a reservation has been confirmed. All the reservations made are guaranteed and subject to cancellation fees according to the season.

f. Reservation Details

Detailed information must be provided for all reservations: rates or special offer, guest's first and last name, name and age of the children, expected time of arrival / departure of the flight, type of bed (King, Queen or Twin), as well as other information such as regular client, honeymoon, anniversary, birthday or any other special request. Important: If only first initial of guest is known, the gender (Mr., Mrs., or Miss) must be included.

The reservations may be rejected if a fictitious name is reported.

g. Stop Sell

Whenever necessary to close out dates, the Resort will notify the Operator and all the reservations existing up to the communication date for the closed out dates must be communicated within 24 hours to the Resort by the Operator. The rooms not sold will revert to the Resort. Once a stop sell has been issued and reservations reported any changes must be approved by the Resort.

h. Changes to conditions

The conditions informed in this contract can change at any time. The Resort will inform the Operator in writing of any change that might occur.

i. Guaranteed Reservations / Duplicated Reservations

Once a reservation has been communicated by the Operator, it will be accepted as a guaranteed reservation, and subject to Cancellation / No Show charges. The Operator will be informed if any reservation is made in duplicate by another operator, guest, or travel agency.

j. Reservations

The reservations made by the Operator will be handled directly by the Reservations Department of the Resort. Please contact:

Reservations Department:

- Telephone Nr. +34 952 820 900
- Fax Nr. +34 952 866 164
- E-mail: reservas@puenteromano.com

2. Exclusivity

The Resort does not grant the Tour Operator exclusivity in any country or market and is not obliged to restrict its contracts in the same country or market.

3. Mark-up

For market consistency purposes, **the Resort informs that a minimum mark up of 25% must be applied to the rates agreed on this contract.** If the Operator fails to comply with this clause the Resort reserves the right to cancel the present contract.

The given rates are only available as part of a touristic package and under no circumstances can be sold separated from other touristic services or online. The Operator will be responsible for the use that its partners might make of these rates.

If the Operator does not follow any of the above requirements, the Resort reserves the right to cancel this contract and any future bookings.

In case of discrepancy of the contracted rates with the best available rate in the Resort's official website (www.puenteromano.com) the Tour Operator may apply a net price resulting of applying a 20% discount on the published rate, excluding special promotions or advance purchase rates.

4. Payments

Tour Operators are required to the full prepayment of room, tax and service of the reservation **15 days prior to the arrival of the guest**. This may be done by certified cheque, money order or wire transfer. **If pre-payment is not received before arrival, the Resort will charge the guest directly at the best available rate on arrival.**

Resort's bank details as follows:

AL RIMA S.A.

CIF. A 29/048089

Bank Identification Code (BIC): **POPUESMM**

IBAN Nr.: **ES85 0075 3070 15 0600769641**

Banco Popular - Avda. Ricardo Soriano 23 - 29601 Marbella - Málaga - Spain

For those Tour Operators with prior credit approval a thirty (30) day billing is required by the Resort. Tour Operator agrees to pay the full amount due within thirty (30) days of checkout date.

In case of non-fulfilment of this condition the Resort could resolve to rescind and suspend the contract. Any discount or deduction of the invoices' total amount can only be done by prior agreement of the Resort in writing.

5. Overbooking

In a situation of overbooking the Resort will find alternative accommodation in a similar type of property and in a convenient location. Whenever possible, the Operator will be notified before such situation occurs.

The Resort will be responsible for the payment of transportation to the alternative property, and back to the Resort in case the return of the client is agreed on.

6. Check in / Check Out

Check in is after 03:00 pm and check out is before 12:00 noon.

Check out after 12:00 p.m. will be charged a half-day rate until 4:00 p.m., from which time a full night rate will apply.

7. Groups

Group reservation requests for ten (10) or more rooms, will be handled by our Sales & Marketing Department. Groups are subject to a specific group policy. Prices will depend on travelling period, number of rooms requested and availability.

8. Voucher

The Resort will accept the Operator's voucher as a guarantee of payment providing the Operator already has a current account with the Resort. The voucher must mention the name of the guest (including first name), name and age of the children, type of room and bed, arrival date, departure date and number of nights.

9. Brochure 2017 / 2018 - Promotional Material and Advertising

The operator agrees to publish a 4/4 colour picture and description of the Resort in its brochure at no cost, otherwise this contract will not be valid. Puente Romano Beach Resort & Spa Marbella will provide slides and/or

descriptions of the Resort. Puente Romano Beach Resort & Spa Marbella reserves the right to approve all advertisement and promotional pieces, before been printed and/or distributed.

The brochure should be sent to the Resort before the beginning of the contracted season. Mention of "A member of the Leading Hotels of the World" must be published in the Tour Operator brochure, either using the logo or in writing in the description text.

10. Internet

Puente Romano Beach Resort Marbella reserves the right to approve all descriptions and pictures used by the Operator in the Internet.

11. Training

The Operator will give the Resort the opportunity to make presentations / conduct training in the Operator's own premises to the reservation staff, at least once a year.

12. Special Offers / Promotions

Last minute offers will be applicable exclusively to reservations made and confirmed after the date of the offer. Unless otherwise informed special offers / promotions are not cumulative and need to be mentioned always in the client's voucher issued by the Operator.

13. Discounts

Under no circumstances will the Travel Agency / TTOO be authorized to agree to any discount or compensation due to a claim from a client if any of the aforesaid cases have not been previously claimed, notified or requested by the client during his/her stay and approved by the Resort in writing to the Agency / TTOO.

14. Travel Agencies Production

As efficiently as possible, the Operator agrees to follow up on the production of the travel agencies (number of room nights and revenue), and will provide this information to Puente Romano Beach Resort & Spa Marbella with the objective of together verifying and following up on the production of the Operator.

The Resort agrees on these net rates in exchange for a certain volume of business and reserves the right to extend the contract for future years if the operator does not produce a minimum of 50 room nights during the season immediately prior to the signature of this contract.

Both the Resort and the Operator agree that the terms and conditions expressed on this contract are confidential, and therefore, if disclosed by any of the involved parties may result in the resolution of the contract.

15. Law

The parties agree to submit to the Courts of Marbella in accordance with Spanish law in the event of any dispute or controversy arising from this agreement or the breach thereof. The contract will be construed and governed by Spanish law renouncing the law of any other jurisdiction.

Neither the Operator nor the Resort shall be liable for any default for failure to perform the obligations under the Agreement by acts of God, labor strikes, natural or any other causes beyond the reasonable control of the Resort and Tour Operator. Both parties will promptly notify the other of any of the occurrence mentioned in the above, which in its judgment may affect the performance of its obligations under this Agreement.

16. Duplicity of Agreement

This contract substitutes and prevails over any other agreement between both parties. This contract is only valid once its respective copy has been received in the Sales and Marketing Department of Puente Romano Beach Resort & Spa Marbella as mentioned below, dully signed and stamped by both parties.

Redacted by: 	Accepted by:
Name: Maika Huertas Director of Sales & Marketing Puente Romano Beach Resort & Spa · Marbella Ph. +34 952 820 900 Fax. +34 952 775 766 E-mail: huertas@puenteromano.com www.puenteromano.com	Name: Mariam Hesham Title: Contracting Agent Tour Operator: Tel: Email:
Date: 15/06/2017	Date: 13.06.2017

Email for special offers	
Email for free sale	
Email for stop sale	
HOTEL CODE	



