

## **World Avenues SA**

- ✓ Address: 14, Rua Ferrier, CH-1202
- ✓ VAT Number: CHE 109 867 307
- ✓ E-mail: <u>contracting2@world-avenues.ch</u>
- ✓ E-mail special offers: <u>contracting2@world-avenues.ch</u>
- ✓ E-mail stop sales: <u>stopsales@world-avenues.ch</u>
- ✓ Telephone: +202 27296770
- ✓ Hotel Contact person: Samantha Martins
- ✓ Title: International Sales Manager

# Contract from 1st November 2019 to 31st October 2020

#### **SPECIAL RATES AGREEMENT**

Room Type	Season A 01.11.19 - 30.12.19 01.01.20 - 29.02.20		Season B 01.03.20 - 30.04.20 01.10.20 - 31.10.20		Season C 01.05.20 - 31.07.20 25.08.19 - 30.09.20		Season D 01.08.20 - 24.08.20		Nº Available	Max. Capacity
	Deluxe	77	89	97	109	111	123	132	144	45
Superior Deluxe	97	109	117	129	131	143	152	164	88	2 adults + 1 child
Releases	N/A		N/A		N/A		N/A			
Extra Bed	30		30		30		30		1	
Half Board	26		26		26		N/A			
Full Board	40		40		40		N/A		1	

- Prices are in Euros and per Room, per night, inclusive of VAT and full buffet breakfast, served in the Hotel restaurant;
- Check-in time 15hrs; Check-out 12hrs (noon)
- Half Board and Full Board prices are per person and not includes drinks

#### **Allotments**

- Reservations on Free Sale basis for Deluxe and Superior Deluxe, subject to stop sales.
- Remaining room categories Premium, Suites and Residences on request;

## **SPECIAL OFFERS**

- Early Booking 20% Discount
  - Applicable for reservations confirmed 90 or more days before arrival date
- Early Booking 10% discount
  - Applicable for reservations confirmed between 30 to 89 days before arrival date

## **Free Nights**

Season A	Season B	Season C	Season D
6=5	7=6	7=6	7=6



 Special offers are valid for accommodation and are not applicable to any other services, such as Food, Beverage, Golf or Golf Packages, Spa rates

## **TERMS & CONDITIONS**

## 1. Children Policy

Accommodation

- 0-12 years old stay free when sharing parents' room (valid for accommodation and breakfast), based on room's maximum capacity
- Family booking the Hotel has connecting rooms available, on request. Second room for 2 children less than 12 years old will have a discount of 50% on the net rates. Not applicable with any other offer.

# Food and beverage- (Drinks not included)

- 0-6 years old free of charge
- 7-12 years old 50% discount in half board and full board basis

## 2. Food and Beverage Supplement Restrictions

Half board and/or full board supplement is not applicable on:

- Christmas (Dinner on 24th and Lunch on 25th)
- New Year's (Dinner on 31st)
- Valentine's Day (Dinner on 14th)
- Easter (Lunch on 12th)

The Hotel reserves the right to change the breakfast service without prior notice.

### 3. Operational Conditions

- The rates are quoted in Euros per day, per room including breakfast, service charge and local taxes
- The rates are **confidential** and cannot be published or edited on internet sites/ electronic channels. Those rates cannot be informed to guests and general public
- The rates are valid exclusively for FIT individuals less than 10 rooms
- Rates cannot be used for groups, meetings or congresses 10 rooms and more except if agreed otherwise for golf groups
- The rates are NET (non-commissionable).
- If rates are not packaged with other travelling services, a minimum 20% mark up needs to be applied on accommodation and minimum 10% mark up on Food and Beverage.
- These rates must be informed to your representatives. You must make sure that all terms
  and conditions of this contract will be respected by all the parts involved. If not, the hotel
  will consider your company responsible for any damage suffered.
- Reservations are subject to Hotel's availability, unless there is a valid allotment
- Reservations must be notified by E-mail (<u>camporeal.reservations@dolce.com</u>) or Fax (+351 261 960 999) to our Reservations Department. This department is open Monday to Friday from 9:00 am until 18:00 pm
- Cancelations (Season A+B+C): reservations not canceled 48h prior to arrival (or release date when applicable) will be charged 100% of the total stay and booked services;
- Cancelations (Season D): reservations not canceled 72h prior to arrival (or release date when applicable) will be charged 100% of the total stay and booked services;
- No-shows: will be charged 100% of the total stay and booked services
- In case of allotment/free sale, stop sales agreement applies: STOP SALE notice is accepted in the case the hotel has an unavoidable fully booked situation.
  - TOUR OPERATOR contact for Stop Sales is:
- Check-in: 15H00 / Check-out: 12H00



• For any questions derived from the interpretation and execution of this contract both parts will submit themselves to the Courts of Portugal. In any case, the norms to be applied are those that correspond to the Portuguese Tourism Legislation.

# 4. Distributor Obligations

DISTRIBUTOR will use commercially reasonable efforts to market, sell and distribute the Rooms for the Participating Properties in the manner set forth below.

- Where a Participating Property provides DISTRIBUTOR an unbundled room or promotional rate or offer (including, but not limited to, a Net Rate), DISTRIBUTOR or Third Party, as applicable, shall mark up the rate they display to at least equal to the Participating Property's Best Available Rate (as defined below) for that Participating Property, room type and date of stay.
- DISTRIBUTOR will ensure that any Third Party is aware of and recognizes Company's lowest internet rate guarantees. DISTRIBUTOR will remedy any rate integrity issues within twenty-four (24) hours of notification by Company or any Participating Property and will appropriately adjust or discontinue access by such Third Parties to the relevant rates and inventory if requested by Company or Participating Property until the issue is resolved.
- DISTRIBUTOR will ensure that rooms which are sold as part of a package ("Packaged Rooms") will be bundled with at least one other travel component (e.g., air travel, rental car, leisure activity) and offered in a manner in which the applicable Net Rate is not visible, displayed or known to the general public. When DISTRIBUTOR sells Packaged Rooms, no minimum mark-up is required.
- DISTRIBUTOR shall not, directly or indirectly (including through Third Parties), make any Participating Property available to the Guest as an unbundled, room only product online. Further, DISTRIBUTOR covenants that it will not market unbundled Rooms through online channels or other programs, including, but not limited to, offline travel agents (inclusive of any Travel Management Company, Consortia and independent travel agencies) for business travel, online travel agents, opaque sites, group purchasing, loyalty or points programs, daily deal sites and flash sale programs. The Parties agree that unbundled rooms shall not be made available via connection with GDS. For purposes of this Agreement, "Travel Management Company" means a company focused mainly on corporate travel where office locations are primarily wholly owned and include, without limitation, American Express GBT, BCD Travel, Carlson Wagonlit Travel, HRG, Radius and Travel and Transport. For purposes of this Agreement, "Consortia" means an umbrella organization representing independent agencies and small-medium sized agency group which allows such organization to leverage the collective buying power of the agencies and include, without limitation, ABC Global Services, CCRA, Hickory, Flight Centre, Thor and Travel Leaders. For avoidance of doubt, Company reserves the right to list additional organizations in which DISTRIBUTOR shall not onward distribute Participating Properties' Net Rates and Rooms. DISTRIBUTOR shall restrict access within Twenty Four (24) hours of Company request.
- DISTRIBUTOR shall ensure that the recommendations are passed on to Third Parties when
  reselling rooms ("Onward Distribution"). Nothing in this Agreement shall be construed as
  limiting or restricting DISTRIBUTOR'S ability to set the onward selling price of Rooms, whether
  sold as part of a package or unbundled, provided however that the Third Party complies with
  above recommendations

# **ONWARD DISTRIBUTION CHANNELS.**



- o DISTRIBUTOR may onwardly distribute Net Rate, room and property availability detail, property descriptive content, images and related media through Third Party distribution channels provided such distribution channels are not owned or operated by any hotel company or displaying unbundled rooms to the Consumer through an online site. DISTRIBUTOR shall be fully responsible for any breach or default under this Agreement by a Third Party, including, without limitation, any act or omission by a Third Party that would constitute a breach of or default under this Agreement if such breach or default was made by the DISTRIBUTOR. For the avoidance of doubt, "Consumer" means the end-user in any display by a Third-Party.
- o If Company objects, in writing, to any Onward Distribution as described, on the basis that the applicable Third Party is (a) misrepresenting any rates and/or property availability with respect to any Brand Property, (b) displaying stale or inaccurate rates, inventory, descriptive content or images regarding any Brand Property, (c) displaying outdated property listings (e.g. listings for a property that is no longer operating under a Brand) or (d) misusing any of Company's or its affiliates intellectual property, including without limitation, the Marks, DISTRIBUTOR shall use its best efforts to cease such Onward Distribution or resolve the errors, misuse, or misrepresentations, as applicable, with the Third Party at issue. DISTRIBUTOR must do so within a commercially reasonable period of time, but in no event later than two (2) business days from the date of receipt of Company's objection. Upon request, DISTRIBUTOR must confirm in writing, within 2 business days, whether a Third Party is within DISTRIBUTOR's Onward Distribution channels.
- o In the event DISTRIBUTOR is made aware of a Third Party's improper Onward Distribution, and fails to remedy such improper Onward Distribution within forty-eight hours, for all bookings made after the identification of the improper Onward Distribution, DISTRIBUTOR will pay to Company \$1,000 USD or ten (10) times the amount of the overall value of the booking per occurrence(s), whichever is greater. Such payment must be made within thirty (30) Days from the date the Participating Property or Company provides proof of the improper Onward Distribution.
- Non-compliance by DISTRIBUTOR, more than three (3) times during the course of the agreement, shall be considered a material breach of this agreement, and Company reserves the right to (a) cease to provide access to the CRS, or (b) terminate this agreement with immediate effect.

#### 5. Payment Conditions

- Credit allowance is to be approved by our Financial Department. Please return us dully filled the attached credit form of our Hotel.
- In case Dolce CampoReal Lisboa concedes credit to your company, all reservations will be charged according to the confirmed services and the conditions specified on this contract. All payments must be made within the 30 days following the issue of the invoice.
- If credit is not approved, reservations have to be pre-paid before guest's arrival.

### 6. Invoice and Bank Details:

Company Name: Summer Camp I, S.A.

NIF: 510 483 895

Address: Dolce by Wyndham CampoReal Lisboa, Rua do Campo, 2565-770 Turcifal

Bank: Banco Millennium BCP

Address: Direcção Corporate - Sul III



Avenida José Malhoa, 27/7

1099-010 Lisboa

NIB: 0033 0000 45430921456 05

IBAN: PT50 - 0033 - 0000 - 45430921456 - 05

BIC / SWIFT: BCOMPTPL

#### 7. Brochure Contribution

Brochure contents must be rectified and approved by hotel prior to printing publication. A brochure must be produced and distributed to the retail Travel Agents and the Hotel is to receive an equal display with any competitive property as far as descriptive copy, photos etc are concerned.

In case a brochure contribution is agreed, please note that the Hotel reserves the right just to pay after the Tour Operator has paid all its invoices completely and on time.

If the hotel does not receive a copy of the brochure, the Hotel reserves the right not to pay this contribution.

# 8. Agreement Validation

All rates and remaining conditions will be considered valid after receiving the copy of the contract properly stamped and signed by your company.

n case your company ma es any reserva ion a oes no respec the terms and conditions of this contract, Dolce CampoReal Lisboa will inform you so that you may, within 24 hours, take the necessary measures to correct the situation. If your company insists on not respecting the terms and conditions of the contract, it will be canceled.

## Dolce by Wyndham CampoReal Lisboa

Name: Samantha Martins

Position: International Safes Manager

Resort Signature: Date: 09/06/2019 Partner

Name: Marwa Emad

Position: Contracting Agent

Clients Signature.

Date 19.06.2019

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