

CALABASH

Luxury Boutique Hotel

GRENADA



TOUR OPERATOR CONTRACTUAL AGREEMENT

This agreement incorporates the entire understanding of the parties hereto, and there are no promises, terms, conditions or obligations oral or implied subsisting between the parties other than those contained herein. All previous agreements and arrangements (if any) made between the parties hereto are hereby cancelled, but without prejudice to any rights which here already accrued thereunder to each party.

Calabash Luxury Boutique Hotel
Represented by: Hannah Budhlall
Title: Marketing & Sales Manager

Tour Operator:
Represented By:
Title:

Hereafter referred to as "Calabash". Both parties agree with the following terms and conditions:

1. VALIDITY OF THE AGREEMENT: This agreement is valid from 22 Dec 2018 to 21 Dec 2019

				FESTIVE 22 Dec 2018 to 4 Jan 2019			WINTER 5 Jan - 6 April 2019			SUMMER 7 April - 31 Oct 2019			SHOULDER 1 Nov - 21 December 2019		
					Meal Plan Supplement PP			Meal Plan Supplement PP			Meal Plan Supplement PP			Meal Plan Supplement PP	
SUITES	Bedding	Max Occ	Occ Rates Are Based On	BP	HB	AI	BP	HB	AI	BP	HB	AI	BP	HB	AI
Junior Suite	1 King or twin beds + Sofa Bed	3	2	800	80	200	740	75	180	420	75	180	460	75	180
Superior Suite	1 King or twin beds	2	2	880	80	200	820	75	180	500	75	180	540	75	180
Deluxe Suite	1 King or twin beds + Sofa Bed	3	2	960	80	200	900	75	180	580	75	180	620	75	180
Pool Suite	1 King or twin beds + Sofa Bed	3 adults or 2 adults & 2 children	2	1040	80	200	980	75	180	660	75	180	700	75	180
Penthouse	1 King	2	2	1240	80	200	1140	75	180	780	75	180	820	75	180
2 Bedroom Deluxe Suite	2 King beds or twin beds + 2 sofa beds	4 adults + 2 children	4	1728	80	200	1620	75	180	1044	75	180	1116	75	180
2 Bedroom Suite with Pool	2 King beds or twin beds + 2 sofa beds	4 adults + 1 child	4	1800	80	200	1692	75	180	1116	75	180	1188	75	180
2 Bedroom Penthouse Suite	2 King beds or twin beds + 1 sofa bed	4 adults + 1 child	4	2052	80	200	1836	75	180	1224	75	180	1296	75	180

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VILLAS		Max Occ	BP	HB		BP	HB		BP	HB		BP	HB	
Pool House	2 Bedroom Villa	4	1960	80		1600	75		1440	75		1440	75	
Swallow	3 Bedroom Villa	6	2200	80		1880	75		1560	75		1560	75	
Treefrog, Hummingbird & CariBali	5 Bedroom Villa	10	2840	80		2480	75		2040	75		2040	75	

1. NET RATES & POLICIES

All rates are quoted in US dollars. Net rates listed are inclusive of a 10% government accommodation tax applicable to accommodation charges only (a 15% tax rate applies for non-room charges) and a 10% service charge, applicable on non-accommodation charges also. Gratuities are at the guest's discretion. Net rates are non-commissionable. Rates and promotions are subject to change without notice. Blackout & restrictions dates may apply. **Calabash rates published and sold in print and online by the Operator may at all times not represent any discount compared to our rack rates.**

2. SPECIAL NOTES

Arrivals from 1 Jan onwards may use the Winter 2019 rates rather than Festive rates.

3. FREE SELL & REPORT

Sell and report all suite categories (except 2 Bedroom Suites) direct to Calabash. Cut off right up to the day of departure from the UK. Sell and report is valid year round with the exception of Christmas and New Year bookings. Calabash will provide updated close out/availability charts by e-mail.

4. CLOSURE

Calabash will close on Wednesday 31 July and reopen on Wednesday 2 October 2019

5. INCLUSIVE FEATURES

Breakfast Plan (BP) includes

- Welcome cocktail and in suite snacks on arrival
- The unique service of breakfast served on your suite's balcony or on the beach
- Regular nightly entertainment
- Concierge Services
- Complimentary Wireless internet facilities
- Canapés served in suite at sunset each evening.
- Unlimited non-motorised water-sports including: Stand up Paddle Boards, Hobie Cat Sailing, Kayaking & Snorkelling.
- Unlimited use of tennis courts
- Unlimited use of fitness suite

Half Board (HB) includes all BP rate items plus:

- A la carte dinner in our Rhodes Restaurant

All Inclusive (AI) includes all HB rate items plus:

- Lunch at The Beach Club at Calabash
- Cocktails, mixed drinks, house wine by the glass, local beers and all soft drinks
- Items from your suite's minibar

NB: Not included in the AI package are motorised water sports, diving excursions, and spa treatments. Also not included are bottles of wine from the wine list and food & beverages offered to other guests who have not booked our AI Package.

6. ADDITIONAL PERSON CHARGES

Rates are based on double occupancy per bedroom for the suites and based on the maximum occupancy allowed in the Estate Homes. Maximum occupancy for each suite is advised in the rate grid. Additional person charges only apply when the occupancy exceeds what the existing bedding allows (2 per king bed, 1 per twin bed). Additional person charges only include the inclusive features listed above. The following charges apply:

Hotel Only	BP	HB	AI
Child sharing (0 to 2 years inclusive) supplement		10	10
Child sharing (3 to 5 years inclusive) supplement		20	52
Child sharing (6 to 16 years inclusive) supplement	24	40	100
Single Occupancy	-50	N/A	N/A
Third adult supplement (Valid in Junior, Deluxe & Pool Suites)	50	75	180

7. CHILD POLICY

Over 12 welcome from 15 Jan to 28 Feb. All children welcome throughout the rest of the year. Extra child - Sofa beds will be used when the numbers exceed the bedding as shown.

8. RESERVATIONS PROCEDURE

Rates and promotions are on a space available basis. For information or reservations please email us at reservations@calabashgrenada.com. Reservations must include: company name, client name(s), children's names, room category, meal plan, arrival and departure dates and flight information, email address of clients. Each reservation must clearly state details of the package and room type (benefits included). Should details be missing on the booking recap, contracted net room rates will be invoiced without applying any promotions or inclusions. Reservations are considered guaranteed when confirmed.

9. CANCELLATION POLICY

Any cancellation of a definite reservation must be notified to the hotel by email to reservations@calabashgrenada.com and will take effect on the day received by us. In all instances the operator must obtain a cancellation number from the hotel. If a cancellation number is not issued by the hotel, the booking will be considered not cancelled. Cancellations are subject to the following cancellation fees: 60 to 42 days = 50% of the cost of the holiday; 41 to 33 days = 60% of the cost of the holiday; 32 to 15 days = 90% of the cost of the holiday. Less than 14 days = 100% of the cost of the holiday: Early Departures and No shows will be charged at 100% of the cost of the holiday. We strongly recommend that our guests arrange insurance that includes coverage for cancellation charges.

10. FESTIVE DEPOSITS & CANCELLATIONS

Full payment is required 30 days prior to arrival. The entire stay will be charged for any cancellations after September 1 2018.

11. MINIMUM NIGHT STAY REQUIREMENTS

A 7-night requirement for stays between 24 Dec 2018 and 2 Jan 2019. A 7 night minimum stay also applies from 1 to 28 Feb 2019.

12. ARRIVAL AND DEPARTURE TIMES

Our check-in time is 15:00hrs. Our checkout time is 12:00hrs. Residents who wish to depart after or before these times are advised to extend their stay at time of booking. Applicable room rates will apply. We will do all that we can to accommodate early arrivals and late departures.

13. PREPAYMENT BASIS

The room, tax and service fees of the entire stay have to be prepaid 30 days prior to arrival. In case the pre-payment is not received as stipulated above, the hotel reserves the right to cancel the booking or charge interest at 2% per month on any outstanding amounts. To apply for direct billing please email reservations@calabashgrenada.com; in case of a direct billing agreement the payment of the invoice needs to be settled 30 days before of arrival from the resort; after 30 days penalty charges may apply.

14. BANK INFORMATION

Payment must be made payable to **The Calabash Hotel** and sent by wire transfer (Calabash cannot accept bank charges) to The Bank of Nova Scotia, P O Box 194, Halifax Street, St George's, Grenada, Account Name: Casepak Co Ltd. Account No: 21512. Sort Code: NOSCGDGD. Transit number: 20495.

15. RESPONSIBILITY

Calabash assumes no liability whatsoever for injury, damage, loss, accident or delay to persons or property due to negligence or default of an air carrier, agency, and ground representative or tour operator. No responsibility will be accepted for labour disputes, machinery breakdowns, governmental restraints, weather or any act of God beyond the control of Calabash.

16. MARKETING

It is the sole responsibility of the OPERATOR to market and promote Calabash during the term of this agreement. Calabash will not be responsible or obligated to contribute to joint marketing campaigns.

17. AMENDS TO THE CONTRACTUAL AGREEMENT

Calabash may make amendments to contract from time to time. Any amendment in one or several elements of the present contractual agreement will be notified in writing to the OPERATOR by e-mail or facsimile. These amendments are considered to be Addendum to the present agreement once the OPERATOR confirms and approves them in writing.

18. LAWS AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the Law of Grenada. The parties irrevocably agree that, unless Calabash elects otherwise, the Courts of Grenada shall have exclusive jurisdiction to hear and determine all disputes or claims that arise out of or in connection with this Agreement or its subject matter, including for the avoidance of doubt, any claims brought by the OPERATOR connected with or in any way arising out of any loss or damage suffered by or to the person or property of a Resident whose accommodation at Calabash has been booked by the OPERATOR.

19. CONFIDENTIALITY

Both Calabash and the OPERATOR are bound to keep all information and documents as secret and confidential. These conditions also remain after the expiration of the agreement. The terms of this agreement may not be transmitted by the OPERATOR to any other person without prior permission of Calabash. Likewise, the terms of this agreement may not be transmitted by Calabash to any other person without prior permission of the OPERATOR.

20. DURATION AND TERMINATION OF THE CONTRACTUAL AGREEMENT

This contract agreement runs from the date of reception of an original signed copy by Calabash until the expiration of the rates on December 21, 2019. If the OPERATOR or Calabash fails to perform its contractual obligations, in whole or in part, and such failure has not been remedied upon the expiration of a seven (7) day period from the date on which the party in default receives formal notice, given by registered letter, return receipt requested, from the other party, the agreement shall be terminated ipso jure, in the discretion of the party serving the formal notice. In the event of continued late payments by the OPERATOR, this agreement is subject to review and Calabash Resort reserves the right to immediately terminate the agreement by simply informing the OPERATOR by registered letter.

21. VALIDITY OF THE CONTRACTUAL AGREEMENT

The invalidity of any clause in the agreement shall not affect the validity of the other clauses. Calabash's tour operator net rates become effective and can only be used by the OPERATOR once this agreement has been signed and returned via scan to reservations@calabashgrenada.com. The signed agreement must be returned no later than 31 March 2018 should this agreement not be returned by the due date we will assume that the OPERATOR has no interest in being included as a select OPERATOR and the agreement will be cancelled accordingly.

Signed Date.....

Name.....
On behalf of Calabash Luxury Boutique Hotel, Grenada

Signed *Anna-M. Janssen* Date **24th Jan 2018**

Name **Anna- Maria Janssen**
For and on behalf of **Winged Boots**

CALABASH

Luxury Boutique Hotel

GRENADA



2019 OFFERS

SPRING OFFER

Stay a minimum of 4 nights between 7 March to 14 April 2019 and receive a complimentary suite upgrade (subject to availability) plus \$250 resort credit* per stay. Valid in all suite categories (Junior, Superior, Deluxe, Pool & Penthouse Suite)

*Resort Credit valid in Calabash restaurants and The Spa only. Not redeemable for cash or transferable to another booking. Upgrades are subject to availability at the time of booking. Not combinable with any other offer or package.

SUMMER COMPLIMENTARY HALF BOARD

Stay a minimum of 4 nights between 1 June & 31 July 2019 and receive a complimentary upgrade from Bed & Breakfast to Half Board. Valid in all suite categories (Junior, Superior, Deluxe, Pool & Penthouse Suite). Not combinable with any other package or offer.

ESTATE VILLAS – STAY FOR 7 NIGHTS & ONLY PAY FOR 6

Stay a minimum of 7 nights between 1 May & 31 Oct 2019 and receive one night on a complimentary Bed & Breakfast basis. Offer valid on bed & breakfast only. Valid in Calabash Estate Villas only. Not combinable with any other package or offer.

DECEMBER 2019 OFFER

Stay a minimum of 4 nights between 8 & 22 Dec 2019 on half board and receive a special rate of US\$625 per night (rack rate)/ US\$500 (net), inclusive of taxes and based on double occupancy. Accommodation will be based on run of house. Not combinable with any other package or offer.

COBBLERS/CALABASH RELAIS & CHÂTEAUX CARIBBEAN TWO CENTRE OFFER

WINTER: Stay a minimum of 7 nights at each hotel (Calabash Luxury Boutique Hotel & Cobblers Cove) and receive complimentary inter-island air transfers for 2 guests. Valid from 5 Jan to 10 April 2019.

SUMMER: Stay a minimum of 5 nights at each hotel (Calabash Luxury Boutique Hotel & Cobblers Cove) and receive 2 dinners for 2 guests, and 1 spa treatment per person, at each hotel. Complimentary inter-island air transfers also included for up to 2 guests. Valid from 11 April to 31 Oct 2019 (excluding hotel closure periods).



2019 PACKAGES

Any guest staying a minimum of 4 nights has the choice of any of the below packages included in the rate. Each package is not combinable with any other offer or package.

ROMANCE / HONEYMOON Valid: 4 Apr to 31 Oct 2019 in all suite categories (Junior, Superior, Deluxe, Pool & Penthouse Suite) and on all meal plans.

- One couples massage per stay
- A one suite category upgrade (*subject to availability at the time of booking*)
- A bottle of chilled prosecco on arrival
- House made chocolate truffles on arrival
- One Romantic candlelit dinner for two on our beach (*based on 3 courses per person. Beverages not included*)

FAMILY ESCAPE Valid: 21 Mar to 31 Oct 2019 in all suite categories (Junior, Superior, Deluxe, Pool & Penthouse Suite) and on Bed & Breakfast only. Based on 2 adults and a maximum of 3 children up to the age of 18

- 50% off the second suite for the children
- Up to 2 children between 0-12 years receives complimentary lunch & dinner for the duration of their stay. (*Beverages not included*)
- One complimentary dinner for mum & dad at Rhodes Restaurant per stay (*based on 3 courses per person. Beverages not included*)
- Gift for children on arrival