

## **MANGO BAY TOUR OPERATOR AGREEMENT 2019**

### **UK & EUROPE**

<b>Hotel</b>	<b>Tour Operator:</b>
<b>Mango Bay Second Street Holetown St. James Barbados BB24016</b>	Ocean Holidays LTD, / Winged Boots , Equitable House , 88-100 South Street, Romford, Essex RM1 1RX
Tel: <b>(001 246) 626 1384</b>	Tel: + 44 204 816 0982
Fax: <b>(001 246) 432 5297</b>	Fax:
Email: Tracy@thecaribbeancollectionltd.com	Email: anna@wingedboots.co.uk
Authorised Signature:	Authorised Signature: <i>Anna-M. Janssen</i>
Name : Tracy Denman-Hughes	Name: Anna-Maria Janssen
Position: Group Sales and Marketing Director	Product Manager
Date:	Date: 15th March 2018

This agreement sets out the rates, terms and conditions under which Tour Operators may sell Mango Bay. This agreement is valid for stays for the period 15 December 2018 to 5 January 2020 and is ONLY valid as listed for the specific areas. If these rates are used for any other markets than those specified, these rates will be withdrawn.

**This contract must be signed by both parties in order for it to be valid and the rates below are applicable for all bookings taken from March 12th 2018 onwards.**

#### **1. NET, ALL-INCLUSIVE RATES FOR UK and EUROPE.**

	<b>15 Dec '18 – 5 Jan '19</b>	<b>6 Jan '19 – 30 Apr '19</b>		<b>1 May '19 – 14 Dec '19</b>		<b>15 Dec '19 – 5 Jan '20</b>
	<b>Single / Double</b>	<b>Single</b>	<b>Double</b>	<b>Single</b>	<b>Double</b>	<b>Single / Double</b>
	<b>US\$</b>	<b>US\$</b>		<b>US\$</b>		<b>US\$</b>
<b>Standard</b>	\$567	\$386	\$500	\$342	\$403	\$640
<b>Standard 1 bedroom</b>	\$597	\$546		\$436		\$674
<b>Superior</b>	\$675	\$608		\$459		\$762
<b>Deluxe</b>	\$747	\$675		\$500		\$843
<b>Oceanfront</b>	\$783	\$711		\$573		\$884
<b>Penthouse Suite</b>	\$2060	\$1957		\$1366		\$2325
<b>Extra Person</b>	\$252	\$242		\$168 Std \$205 Sup/Dlx/ OF/Suite		\$285 ,all of above include the tax increase of 7.5 %

Rates are per night per room based on double occupancy unless otherwise stated and is valid for only individual reservations. Rates are quoted in US dollars and are all-inclusive, including VAT and all other charges and Taxes

This contract is not valid unless this signed agreement is in place. The Hotel reserves the right to change these rates should Government alter legislation affecting taxation of room or food and beverage income.

There is an optional US\$ 2.00 per room per night Barbados Hotel & Tourism Association Marketing and Product Development Fund payable locally by guests

**CHILD POLICY:** Children up to 3 years of age sharing with 2 adults are free of charge. Children 4 years of age and over pay 3rd person rate.

**MAXIMUM NUMBER OF GUESTS PER ROOM:**

Standard:	3 adults or 2 adults & 1 child 12 years and under
Standard One-Bedroom:	3 adults or 2 adults & 3 children 12 years and under
Superior:	3 adults or 2 adults & 2 children 12 years and under
Deluxe:	3 adults or 2 adults & 2 children 12 years and under
Oceanfront:	3 adults or 2 adults & 2 children 12 years and under
Penthouse Suite:	3 adults or 2 adults & 2 children 13 years and older

**MINIMUM STAY REQUIREMENT:**

8 nights for all arrivals or stayovers within 23 December – 5 January inclusive.  
Minimum of 5 consecutive nights stay during the months January – March.

**ACCOMMODATION**

**Standard rooms:** Air conditioned rooms, consist of King bed (Twin beds on request), private bathroom with bathtub/shower and hairdryer, telephone (international direct dial), television (cable), iPod docking station, in-room safe, iron and ironing board, tea/coffee making facilities, beach / pool towels, bathrobes patio or balcony. Standard rooms are located in the Standard Block, southeast of the Lobby. This block is located adjacent to 1st and 2nd Streets where there is activity from the bars and the restaurant. These rooms offer garden and/or front of hotel views. The upper floor rooms in this three-storey building are only accessible by stairs as there is no elevator in this block. Maximum number of guests are 3 adults or 2 adults & 1 child 12 years and under.

**Standard 1-Bedroom:** Air conditioned in bedroom only, consist of King bed only, separate living/dining area, private bathroom (accessible only through the bedroom) with bathtub/ shower combination and hairdryer, telephone (international direct dial), television (cable), iPod docking station, in-room safe, iron and ironing board, tea/coffee making facilities, beach / pool towels, bathrobes, patio or balcony. These rooms are situated in the Palm Beach Condominium Block, south of the restaurant. This block comprises privately owned units of which six are currently managed by Mango Bay. This block of rooms has a separate pool which may be used by guests of Mango Bay who are registered in one of these six units. The Standard 1-Bedroom feature a

separate living/dining area and are ideal for families and offer garden views. The upper floor rooms in this two-storey building are only accessible by stairs as there is no elevator in this block. Please note that each apartment is furnished differently. Maximum number of guests are 3 adults or 2 adults & 3 children 12 years and under.

**Superior rooms:** Air conditioned rooms, consist of King bed (twin beds on request), private bathroom with bathtub/shower and hairdryer, telephone (international direct dial), television (cable), iPod docking station, in-room safe , iron and ironing board, tea/coffee making facilities, beach / pool towels, bathrobes, patio or balcony. These rooms are found in the main building on the 1st, 2nd and 3rd floors overlooking the pool and/or the gardens. The upper floor rooms can be accessed either via the stairs or the elevator. Maximum number of guests are 3 adults or 2 adults & 2 children 12 years and under.

**Deluxe room:** Air conditioned rooms, consist of King bed (twin beds on request), private bathroom with bathtub/shower and hairdryer, telephone (international direct dial), television (cable), iPod docking station, in-room safe , iron and ironing board, tea/coffee making facilities, beach / pool towels, bathrobes, mini fridge, patio or balcony. These rooms offer pool/ garden and/or panoramic views. Upper floor rooms can be accessed either via the stairs or the elevator. Maximum number of guests are 3 adults or 2 adults & 2 children 12 years and under.

**Ocean-Front rooms:** Air conditioned rooms, consist of King bed (twin beds on request), private bathroom with bathtub/shower and hairdryer, telephone (international direct dial), television (cable), iPod docking station, in-room safe , iron and ironing board, tea/coffee making facilities, beach / pool towels, bathrobes, mini fridge, patio or balcony. These rooms are situated on the west end of the 1st, 2nd and 3rd floors of the main building and are parallel to the beach, offering full frontal ocean views. Upper floor rooms can be accessed either via the stairs or the elevator. Maximum number of guests are 3 adults or 2 adults & 2 children 12 years and under.

**Penthouse:** Air conditioned rooms, consist of King bed, private bathroom with double jacuzzi tub, walk in shower and hairdryer, telephone (international direct dial), plasma television (cable), iPod docking station, in-room safe , iron and ironing board, tea/coffee making facilities, beach / pool towels, bathrobes, mini fridge, cold plunge pool on patio. The two Penthouse Suites are located on the west end of the 4th floor of the main building of the hotel. These wrap-around suites are glass enclosed on two sides, feature a separate living area and offer panoramic ocean views. These rooms can be accessed either via the stairs or the elevator. Maximum number of guests is 3 adults or 2 adults & 2 children -no children under the age of 13 yrs.

## DRESS CODE

Tour Operators must notify their customers of the hotel's dress code. Cover-ups are required in the restaurant at breakfast and lunchtime. The evening dress code is elegantly casual - full length trousers and shirts with sleeves (either short or long sleeves)are required for gentlemen for dinner. Stylish jeans are allowed. No three-quarter length pants, no shorts, no cargos , no trainers (sneakers), no flip flops ,no caps

or tee shirts are allowed in the restaurant . The exception is BBQ Night and smart shorts(no cargos) and 3/4 length pants are allowed for dinner that night. Footwear is required in the restaurant at all times.

## **2. ALL-INCLUSIVE FEATURES**

- Full Breakfast, Lunch, Afternoon Tea and Dinner
- All drinks, including house wine with meals. Exceptions are champagne, specialty wines and bottled water- PLEASE NOTE GUESTS MUST BE 18YEARS OR OVER TO BE SERVED ALCOHOL.
- Weekly Mango Bay cocktail party
- Nightly Live music from 9pm - 11pm
- Watersports: waterskiing, hobie-cat sailing, paddle boat, paddle boards snorkelling, kayaking.
- Free scuba lesson in swimming pool
- One Cruise on catamaran to snorkel with the turtles per guest per stay
- One Glass Bottom Boat ride per guest per stay
- Complimentary WIFI in ALL GUEST ROOMS AND PUBLIC AREAS
- Use of Mini Gym on property
- VAT and all other charges and taxes
- Room service at a charge
- Pool and beach service by beach ambassador

All activities featured in the all-inclusive programme are subject to availability, demand and weather conditions.

Late check out is subject to availability and will incur a charge of US\$100.

## **AMENITIES**

**Hotel amenities include:**

- Free Form Swimming pool
- Guest Lounge with computer
- WIFI Internet access
- Currency exchange
- Bar (10:00 am – 12:00 midnight)
- Restaurant
- Spa (extra charge)
- Mini Gym

## **3. SPECIAL OFFERS**

### **Winter 2019 Early Booking Offer – WEBO2019**

Book by 30 November 2018 for completed stays between 6 January – 30 April 2019 and receive 15% off in all room categories on total booking value, minimum of 7 nights consecutive stay is required.

### **Winter Family Early Booking Offer-WFEBO2019**

Book by 30 November 2018 for completed stays of 7 nights or more between 6 January – 30 April 2019 and 1<sup>st</sup> child 12 years and under stays free of charge on all inclusive basis when sharing with 2 adults. 2<sup>nd</sup> child 12 years and under will pay 50% off the extra person rate. Children 13 – 16 years pay 50% off the extra person rate when sharing with 2 adults. This offer is combinable with the winter early booking offer.

#### **Summer Early Booking Offer – SEBO2019**

Book by 30th November 2018 for stays between 1 May 2019 - 22 Dec 2019 and receive **25%** off in all room categories, minimum of 7 nights consecutive stay is required. Book between 1st December 2018 and 28th February 2019 for stays between 1 May 2019 and December 22nd 2019 and receive **20%** off in all room categories , minimum of 7 nights consecutive stay is required .

#### **Summer Family Early Booking Offer-SFEBO2019**

Book by 28th February 2019 for completed stays of 7 nights or more between 1 May 2019 – 22 December 2019 and 1<sup>st</sup> child 12 years and under stay free of charge on all inclusive basis when sharing with 2 adults. 2<sup>nd</sup> child 12 years and under will pay 50% off the extra person rate. Children 13 – 16 years pay 50% off extra person rate when sharing with 2 adults. This offer is combinable with the summer early booking

#### **Wedding Offers**

##### **1 June 2019 – 31 October 2019 - WEDFR2019**

Wedding package and Renewal of Vows packages are free of charge with stays of minimum 14 nights in a superior, deluxe, oceanfront or Penthouse suite. This offer is only combinable with summer early booking offer.

##### **Honeymooners / Gold & Silver Wedding Anniversaries**

Honeymooners and guests celebrating their Gold/Silver Wedding Anniversary receive a bottle of Sparkling Wine from Management as well romantic turn down in room. **Please ensure that this is noted on the booking.**

##### **Enhanced Honeymoon Offer –MOON2019**

Book by 1 February 2019 for a minimum 14 consecutive night stay between 1 June 2019 – 31 October 2019 and the couple receive US\$80 off per night in Deluxe and Oceanfront room category.

Couples who book the Penthouse Suite for a minimum of 7 consecutive nights stay between 1 June – 31 October 2019 will receive a US\$400 off the Penthouse suite rate.

**This offer is not combinable with any other special offer.**

#### **GROUPS**

Mango Bay accept groups, groups of 10 rooms or more, special group rates are available on request and are subject to a different payment terms and special offers. Special offer rates in the market will not be valid for group bookings. Group bookings will have a separate contract and offers.

##### **Wedding Group Offer -WEDGRP2019**

Book by 1 March 2019 a minimum of 8 rooms for a minimum 7 night stay between 1 June 2019 – 31 October 2019 and bride & groom will get a complimentary one

category upgrade. Applicable for standard, superior and deluxe rooms only. **This offer is not combinable with any other special offer.**

#### **GROUP OFFER -GRP2019**

Book by 1 March 2019 a minimum of 10 paid rooms for a minimum 7 night stay between 1 June 2019 – 31 October 2019 and receive one standard complimentary room for 7 nights. **This offer is not combinable with any other special offer.** Group bookings will have a separate contract and offers.

**PLEASE ENSURE ALL SPECIAL OFFER CODES ARE NOTED ON THE RESERVATION WHEREVER APPLICABLE, OTHERWISE FULL CONTRACT RATES WILL BE CHARGED**

#### **4. RESERVATIONS**

Mango Bay may be sold on a 'freesale' basis with the exception of the **Penthouse Suites and the standard one-bedroom** which are on request. The following are the hotel's reservations procedures:

**Any reservation that has more than 3 rooms in the same room category in the booking must be on a request basis**

##### Sell and Report

All bookings may be confirmed immediately and should be reported to the hotel within 24 hours via email to: [reservations@mangobaybarbados.com](mailto:reservations@mangobaybarbados.com) or fax to 1(246)626-5297

**A confirmation number must be received from the hotel for all bookings.**

**Bookings must state names of ALL guests in room and ages of guests who are under the age of 18 years**

##### Cut off

24 hrs prior to arrival date.

##### Close out

The hotel reserves the right to close out sales in any category of room at its sole discretion when the need arises. Stopsell notices will be forwarded to the email address provided by the tour operator. **A rooming list for all bookings previously taken over sold out dates must be received by the hotel within 24 hours (excluding weekends).**

##### Cancellation

Cancellations must be made in writing, either by fax or email. **In all instances, the tour operator must obtain a cancellation number from the hotel.** If a cancellation number is not issued by the hotel, it will be considered not to have been made. Cancellations are subject to the following cancellation fees and they are **not** negotiable:

15 – 30 days:	50% of holiday cost
14 days and less:	100% of holiday cost
No shows:	100% of holiday cost
Early Departures:	100% of holiday cost

**For arrivals and stay overs, between 23 December and 5 January, cancellation in full or in part must occur before 31 August. After 31 August, length of stay reductions or cancellations in full will incur a penalty of 100% of the holiday cost.**

## **5. PAYMENT**

Mango Bay will invoice tour operators on receipt of booking and full payment for the total sum invoiced is required 30 days prior to guest arrival. **Exception: All arrivals and stays between 23 December and 5 January must be prepaid by 30 November. If payment is not received in full by 30 November the booking will be released.**

Bookings made less than 30 days prior to guest arrival must be paid in full immediately. Bookings cancelled before payment is received by the hotel are still subject to the normal cancellation policy.

**If payment has not been received by guest arrival date, the guest will be informed at check in that he/she will be responsible for all charges if payment is not received by their departure date.**

In the event of disputed items, the Tour Operator must pay the hotel the undisputed portion of the invoice by the agreed date, notifying the hotel in writing of the dispute

Payments by wire transfer **ONLY** should be sent to:

The Royal Bank of Scotland  
**5 – 9 St. Nicholas Street**  
**Worcester**  
**WR1 1UR**  
**U.K.**

<b>A/C Name:</b>	<b>North Beach Co. Ltd T/A Mango Bay Hotel</b>
<b>A/C No:</b>	<b>00135805</b>
<b>Sort Code:</b>	<b>16 34 33</b>
<b>SWIFT CODE:</b>	<b>RBOS GB 21 188</b>
<b>IBAN:</b>	<b>GB44 RBOS 1663 0000 1358 05</b>
<b>IBAN BIC:</b>	<b>RBOS GB 2L</b>

When a payment is made to this account by wire transfer, please fax a copy of the transaction to the hotel at (001 246)-432-5297.

**The Tour operator is responsible for all bank charges involved with the wire transfer of funds**

### **Late Payment**

Late Payments are subject to an interest charge of 1 % per month or any part thereof.

## **6. TERMS AND CONDITIONS**

Mango Bay agrees to provide the above net tour operator rates under the following conditions:

1. Tour Operator net rates may only be used by Tour Operators featuring Mango Bay in an official printed or website brochure with full illustration and description of hotel.
2. Copy of all hotel photography, logos and text must be submitted to Mango Bay for approval. The hotel respectfully requests to make any changes in both text and photography that are deemed necessary.
3. The hotel is to receive equal display with any competitive hotel regarding descriptive copy and photographs.
4. This agreement will be governed by Barbados Law.
5. This agreement shall not be binding upon the hotel unless countersigned by an officer of the Tour Operator.
6. In October 2010 legislation was passed prohibiting smoking in public areas. Smoking is permitted in limited areas around the hotel. All rooms are non smoking.
7. The hotel reserves the right to change rates should Government alter legislation affecting taxation of room or food and beverage.
8. Should the hotel need to use a professional collection agency and/or attorneys to collect on any default of payments, all such costs shall be paid by the tour operator.
9. This Agreement may be cancelled by either party with thirty (30) days written notice. The Hotel shall honour any reservations already made by the Tour Operator. PROVIDING THE HOTEL RECEIVES PAYMENT PRIOR TO GUEST ARRIVAL

## **7. HOTEL'S LIABILITY**

1. If, for any reason beyond the control of the Hotel, including but without limiting the generality of the following: Acts of God - fire, floods, weather, war, rebellion, riots or civil commotion, strikes or labour stoppages, accidents or mechanical failures, refusal, suspension or cancellation by any Government authority of any licenses, permits or authorisation which the Hotel has need of to operate, the Hotel is unable to perform any or all of its obligations under this Agreement, the Hotel shall not have any direct liability to the Distributor in such an event.
2. The Distributor must advise the Hotel immediately of any litigation that might result in claims against the Hotel's Public Liability Policy. Any claim made by the Distributor against the Hotel's Public Liability Policy will be limited to the maximum insured sum on the Hotel's Public Liability Policy.
3. Where the Hotel is unable to honour any bookings (all or part thereof) the Distributor will be advised immediately, so that the Distributor may offer a reasonable alternative that is acceptable to the client, and in such circumstances the Hotel will be responsible for any compensation arising, provided the Distributor has not delayed unreasonably in contacting the clients.



4. The Hotel will not accept liability resulting out of any bookings that it cannot honour in whole or part where the advice to the Distributor that it cannot do so is more than six weeks prior to the arrival date of the clients.
5. Guests are responsible for placing valuables in safes provided in room. Hotel will not accept liability for loss of valuables.
6. Challenges must be reported immediately to the Hotel office. Claims for compensation will not be entertained in situations where issues have not been reported locally whilst the guests are in house and that are subsequently then not reported within 28 days after check out. This is our policy and we will not make any exceptions.

#### **FORCE MAJEURE**

The contracting parties are not responsible for unfulfilled contractual obligations that result from Force Majeure or circumstances beyond the control of the parties. Such occurrences include cases of war, insurrections, political upheaval, labour disputes, strikes, laws or regulations, boycotts, epidemics, contagious diseases or other circumstances of whatever kind of nature that unfavourably affect the Hotel's ability to fulfil its obligations.

#### **COPYRIGHTED MATERIALS**

Use of all logos, expressions, images, trademarks and service marks, promotional and advertising material related to THE HOTEL and its Resorts shall have THE HOTEL's prior written consent and approval before publication in any media. THE HOTEL reserves the right to cancel this Agreement forthwith and without notice should the Tour Operator misrepresent or mischaracterize in any advertising, brochures, promotion or press release, information pertaining to any of the Resorts. During the Term the Operator shall display promotional and advertising material, and authorised pictures and photographs and description of the Resorts with prior approval without charge as provided by THE HOTEL.

**TOUR OPERATORS ARE REQUIRED TO PROVIDE CONTACT NAMES WITHIN THEIR COMPANIES:**

**a) Invoices should be sent to:**

Contact Person: .....

Tel.: ..... Fax: ..... Email:.....

**b) Stop sell notices should be sent to:**

Contact Person: .....

Tel.: ..... Fax: ..... Email:.....

**c) Local Ground handler in Barbados:**

Contact Person: .....

Tel.: ..... Fax: ..... Email:.....

**d) Emergency out of office hours contact details:**

Contact Person: .....

Tel.: ..... Fax: ..... Email:.....