



From: Mr. George Semertzakis, Director of Sales, Kensho Boutique Hotels & Suites (the hotel), Ornos Beach, Mykonos, Greece, PC 84600. Tel: +303389029001, email: sales@kenshomykonos.com, VAT No. 997994222. Tax Office FAE Thessalonikis

*Winged Boots (the “The Company”):
Duly represented by the below-named officer
Name: Anna Maria Janssen
Designation: Product Manager
Address: North House, St Edward’s Way, Romford, RM1 3 DQ
Tel: ++442038160984
E-mail: anna@wingedboots.co.uk
VAT: UK 17818975*

FIT Tour Company Agreement Kenshō Psarou 2019

Dear Anna,

*It is with pleasure I present to Winged Boots the FIT Rates and Conditions for the period 30 April 2019- 10 October 2019 (inclusive) in the form of a FIT Company Agreement between Winged Boots hereinafter referred to as the “**the Company , or Company**” and Kensho Psarou at Psarou Beach, Mykonos hereinafter referred to as the “**the Hotel, or Hotel**”.*

Please note, when the attached Agreement rates are used, they must be packaged with air travel, overnight cruise or other meaningful component, so that the FIT rates are not revealed to the public. Alternatively, if hotel rates are sold without the addition of any such significant travelling component on them, final room rates offered cannot and should not be lower than hotel direct BAR rates for the same dates and room type in question.

If this is not followed, the Hotel reserves the right to withdraw this agreement without notice. Should you choose to feature us on your website, please forward layout and content to the Hotel prior to publication.

Warm Wishes,

*George Semertzakis
Director of Sales*

**KENSHŌ PSAROU, AT PSAROU BEACH MYKONOS NET RATES
2019**

Signed by

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Valid for all Markets

NET RATES 2019		LOW	MEDIUM	HIGH	PEAK
Single or double occupancy	No of rooms	30/04-31/05, 20/09-22/10	01/06-20/06 , 10/09-19/09	21/06- 30/06,01/09- 09/09	01/07-31/08
Deluxe Rooms with Plunge jet pool	6	465 €	515€	535	565€
Allotment		Req.	Req.	Req.	Req.
Junior Suite with Partial Sea View with outdoor hot tub	7	485 €	535€	565€	590€
Allotment		Req.	Req.	Req.	Req.
Sea View Junior Suite with outdoor hot tub	9	535 €	590€	615€	650€
Allotment		1	1	1	1
Panoramic Sea View Suite with Outdoor Hot-tub	3	590 €	650€	680 €	710 €
Allotment		Req.	Req.	Req.	Req.
Grand or Vista with Sea View Suite & Outdoor Hot-tub	2	650 €	710 €	820 €	860 €
Allotment		Req.	Req.	Req.	Req.
Minimum Stay		1	1	3	4

Above rates are NET(non commissionable), per unit, in Euros, including:

- VAT & local taxes.
- Luxury Breakfast for one or two (8:00-11:00).
- In room welcome drink upon arrival.
- Complimentary Wi-Fi.
- Luxury Hermes bath amenities.
- I-pad in every room & Suite available
- Kenshō's application (direct communication with all our departments 24/7).
- Individual Nesspresso machine & daily free bottles of water in every room/Suite.
- Rates DO NOT include Municipality Tax (4€) per room per night and guests will pay direct at the hotel upon check in
- Due to the small number of rooms (32) stop sales often apply. During stop sales , the Company can still buy rooms out of allotment-on request basis- on BAR (commissionable) rates (refundable or non refundable rates) enjoying a 20% commission (after taxes). The Hotel reserves the right to sell the room in BAR rates at any time.

Transfers:

Private transfer service from and to Mykonos Airport/Port: 40 Euros (for up to 7 persons)
 Shared transfer service from and to Mykonos Airport/Port: 30 Euros (for up to 7 persons)
 Private Luxury SUV from and to Mykonos Airport/Port: 30 Euros (for up to 3 persons)
 All above rates are **NET** and apply per way, per room, for the maximum capacity mentioned.

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Release period for all room types:

Low period: 2 days

Medium period: 7 days

High & Peak period: 10 days

Company must mark up at least 25% on the rates. Alternative company must bundle and must take commercially reasonable steps to ensure that its B2B Partners bundle all guest rooms made available through this letter in a packaged travel product that is, at a minimum, a combination of a room and airfare, an overnight cruise, or another meaningful component ("Travel Packages") before Company and its B2B Partners sell such guest rooms to retail customers. For the avoidance of doubt, under no circumstances may guest rooms made available through this letter be sold by Company or its B2B Partners on a retail website in a room-only or unbundled manner.

Company may not sell and must take commercially reasonable steps to ensure that its B2B Partners do not sell, Hotel's guest rooms at rates provided through this letter in a manner that discloses, directly or indirectly, the rates for such guest rooms.

Early Bird Discount:

Name	Description	Period of booking
EARLY BIRD DISCOUNT 1	15% discount for all stays between: April 30th – Oct 21, 2019	Book by 31 January 2019
EARLY BIRD DISCOUNT 2	10% discount for all stays between: April 30th – Oct 21, 2019	Book by 28 February 2019

EARLY BIRD procedures: all bookings under the Early Bird must be sold & reported daily. (The final deadline for reservations is 1 day after the end date of the Early Bird (i.e. 1 February 2019) Reservations not received within this time frame will NOT be entitled to the Early Bird.

Early Bird bookings are nonrefundable and a 50% deposit is required at the time of booking for all Early Bird Bookings. Rest payment as per agreement.

Reservations Procedures

FIT reservations may be made directly with the Hotel on:

Phone: +3022890 29002, +30 22890 29004, F: +30 22890 24001

Email: reservations@kenshomylkonos.com

In order to obtain your Agreed rate please advise the Reservations Sales Agent that you wish to make a reservation on your FIT rate and quote your Company Name.

Reservations will be held for the room category confirmed and your voucher must state the room category. You will be billed for the confirmed category applicable rate where credit is established. FIT reservations will not be held past 16:00 hours on the day of arrival unless the reservations are guaranteed by you for the first night's room rate.

All Stop Sales should be sent to (email): please do not send - we work on RQ only

Cancellation & Payment Policy:

All invoices should be sent to (email): info@wingedboots.co.uk and payables@ocean-holidays.co.uk

Low & Medium season:

For cancelation up to 15 days prior the arrival, cancelation can be made without penalty.

For cancelations made 14- 6 days prior to arrival a 60% penalty of the total cost of stay applies.

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For cancellations made for less than 5 days prior to arrival a 100% penalty of the total cost of stay applies.

Non-Shows and early departure 100% penalty of the total cost of stay.

High Season

For cancellation up to 21 days prior the arrival, cancellation can be made without penalty.

For cancellations made for less than 20- 14 days prior to arrival a 60% penalty of the total cost of stay applies.

For cancellations made for less than 13 days prior to arrival a 100% penalty of the total cost of stay applies.

Non-Shows and early departure 100% penalty of the total cost of stay.

Peak Season

For cancellation up to 31 days prior the arrival, cancellation can be made without penalty.

For cancellations made for less than 30- 21 days prior to arrival a 70% penalty of the total cost of stay applies.

For cancellations made for less than 20 days prior to arrival a 100% penalty of the total cost of stay applies.

Non-Shows and early departure 100% penalty of the total cost of stay.

Deposit representing the 50% of the total NET accommodation cost is required upon confirmation of the reservation. Full payment must be done 31 days prior the arrival for Peak and High period, and 15 days for Medium and Low Period.

The balance should reach us till the above-mentioned optional frame of time depending on the room type and the period of each request respectively. If payment is not received the hotel reserves the right to cancel the reservation without any notice. Payment receipts should be sent to reservations@kenshomylkonos.com

KENSHO PSAROU VILLA AT PSAROU NET RATES 2019.- 4 BEDROOMS VILLA*

	<i>Low</i>	<i>Medium</i>	<i>High</i>
2019 Period:	30th of April -31st May & 1-10 October	June, September	July, August
Rates	3000€	4000€	5000€
Allotment	Req.	Req.	Req.
Minimum stay	1	1	5

Above rates are NET (non commissionable), per unit, for up to 12 guests+1 guest * (age irrelevant) in Euros, including services and amenities as described below:

Breakfast in the main hotel restaurant
Daily cleaning TV in all rooms
ipad
individually controlled air conditioning
Amenities Hermes
Nespresso machine
Safe box
Bathrobes and slippers
Fully stocked wine fridge (chargeable upon consumption)
Free Wi Fi Access
Outdoors fully equipped kitchen
Concierge services

Services upon request and with extra charge:

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Private Chef & Pastry Chef
Private transportation around the island
Spa treatments
Beauty treatments
Hairdresser
Postal services
Helicopter & Yacht hire
Life style management
Fitness services
Butler service
Babysitting
Beach and boat basket
Boat trips around the island and Delos
Tailor made romantic dinners
Events including catering and service
BBQ event

** The villa is consisting of 4 main ensuite bedrooms for up to 8 guests*
No Early Booking Discount or any other promotional or marketing action described in this agreement applies for Kenshō Psarou Villa.

Payment and Cancellation policy of Kenshō Psarou Villa

20% nonrefundable deposit at the time of booking. If payment is not received the hotel reserves the right to cancel the reservation without any notice.

Rest of payment 30 days prior the arrival for low and medium season. For High season full payment must be done 60 days prior the arrival.

The whole unit must be occupied by one company of guests at any time for the period of hiring (up to 12 guests +1 guest, age irrelevant)

Villa rates apply irrelevant to the number of guests occupying at the same time the Villa (up to 12 guests +1 guest, age irrelevant)

Payment details as described above.

Extra bed (up to 2 beds) is charged 120€ per bed, per day, for every day of the Villa hiring.

Cancellation / Non-Show

30th of April -31st of May and 1-10 October 2019: Guests can cancel up to 31 prior to arrival with 20% penalty. Guests canceling within 30 days or less prior to arrival a 70% penalty of the total costs apply.

1-30 June and 1-30 September 2019: Guests can cancel up to 46 days prior to arrival with 20% penalty. Guests canceling within 45-31 days or less prior to arrival a 70% penalty of the total costs of stay will be charged. Guests canceling within 30 days or less prior to arrival a 50% penalty of the total costs of stay will be charged.

1 July -31 August 2019: Guests can cancel up to 91 days prior to arrival with 20% penalty. Guests canceling within 90-61 days or less prior to arrival a 50% penalty of the total costs of stay will be charged. Guests canceling within 60 days or less prior to arrival a 100% penalty of the total costs of stay will be charged.

For Non-show a 100% penalty of the total cost apply.

All payments must be done to the below bank details:

Bank details:

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Beneficiary Name:	Notion Properties S.A.
Beneficiary Bank:	Peiraios Bank
Bank Address:	Ethnikis Antistaseos 101-103, Kalamaria, Thessaloniki, PC 55134, Greece
Bank Swift:	PIRBGAA
Account Number:	5229045600152
IBAN	GR 13 0172 2290 0052 2904 5600 152
Account reference:	NOTION PROPERTIES S.A
Account contact:	MARIOS KONSTANTAKIS , accounts@kenshomykonos.com +30 22890 29001 / +30 2310 334334 +30 22890 27010 / +30 2310 434130

Extra beds policy: there is no possibility for extra bed in any of the room or suite of Kensho Psarou. The maximum occupancy is strictly double

Hotels 'check in/ check out. hours

Check out: 12:00 hrs. Check in: 15:00 hrs

Group policy:

This Agreement only applies to bookings of up to a maximum of nine (9) paid rooms per night. The resort reserves the right to cancel any reservations and terminate the agreement should these rates be offered to non-leisure guests or groups with 10 rooms or more on any given day.

Brochure Contribution and other Marketing activities:

Hotel hereby grants Company a non-exclusive, royalty free, non-sub-licensable (except to B2B Partners), non-transferable, revocable license, during the Term and solely as necessary to exercise its rights and perform its obligations under this Agreement, to use and display: (a) Hotel and its affiliates' trademarks, service marks, trade names, designs, logos, slogans, symbols, and trade dress, including all renewals, variations and derivatives thereof (collectively, the "Trademarks"); and (b) any text, image, video, data or other content that depicts or otherwise relates to Hotel (the "Content"). All brochure contribution templates should be approved in written by Hotels' Sales & Marketing department. All marketing activities should be agreed prior the application between the Hotel and the Company. Hotel must give full approval for marketing activities that the Company will take in promoting and advertising the Hotel.

Disclosure:

Company must take commercially reasonable steps to ensure that its B2B Partners: (a) clearly and conspicuously disclose to customers in advance of booking all state and local taxes and all automatic or mandatory charges specified by Hotel; and (b) advise all customers that they are responsible for payment of all charges over and above the guest room charge (e.g., mini bar)."

Indemnification

Company will indemnify, defend and hold Hotel and Hotel's operator and Owners harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this letter or the negligence or intentional misconduct of such party or its officers, directors, employees, agents, and contractors. Company agrees that its indemnity will cover claims: (a) resulting from Company or one of its B2B Partner's failure to pay any applicable taxes due on amounts it charged or collected; (b) resulting from Company or one of its B2B Partner's failure to clearly and conspicuously disclose to its consumer in advance of booking all mandatory fees and charges; or (c) by governmental authorities related to taxes or fees payable with respect to any amounts charged or collected by Company or its B2B Partners over and above the Standard Room Charge. Neither party will be liable for punitive damages.

Confidentiality

Each party will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential

Signed by

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information will not include: information that: (a) is already known by the receiving party, free of any obligation to keep it confidential, (2) is or becomes publicly known through no wrongful act of the receiving party, (3) is received by the receiving party from a third party without any restriction on confidentiality, (4) is independently developed by the receiving party, (5) is disclosed to third parties by the disclosing party without any obligation of confidentiality or because of valid order, rule, regulation or law, or (6) is approved for release by prior written authorization of the disclosing party.

Waiver

If either party agrees to waive its right to enforce any term of this letter, it does not waive its right to enforce any other terms of this letter

Termination

- a. Either party may terminate this letter in the event of a material breach of this letter by the other party if such breach is not cured within thirty (30) days from receipt of written notice of such breach.
- b. Either party may terminate this Agreement upon 30 days' prior notice if the other party (i) consistently fails to pay its debts as they come due, (ii) becomes subject to a voluntary or involuntary bankruptcy proceeding (and, in the case of an involuntary proceeding, such proceeding is not dismissed within 90 days), or (iii) makes a general assignment for the benefit of its creditors.

Relationship of parties

Neither this letter nor the cooperation of the parties contemplated by this letter will be deemed or construed to create any partnership or joint venture between the parties.

Public communications

Neither party will make or issue any public statement or announcement regarding the existence or the content of this letter, unless as the other party will agree in writing to such statement or announcement prior to its issuance.

Incidental Charges

The Company shall advise all customers that they are responsible for payment of all charges over and above the room charge; as such charges may be incurred by customers during the course their stay at the Hotel. Such additional charges may include, but are not limited to, extra person, extra bed, mini-bar, room service, movies, internet access and telephone.

Force Majeure

If acts of God or government authorities, natural disasters, or other emergencies beyond either party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

This Agreement shall be governed by the law of the Hellenic Republic and all disputes shall be referred to the non-exclusive jurisdiction of the Courts of Thessaloniki, Greece. The original copy of the Agreement should be signed, acknowledging acceptance of the terms, conditions and rates herein and returned to the Hotel. The Hotel cannot accept any bookings without this and reserves the right to cancel this Agreement at any time.

By signing this Agreement, you are agreeing to the terms and conditions stated above.

For the Hotel

George Semertzakis

Signed by

for the Company

Anna-M. Janssen

Product Manager
Winged Boots
3rd Sep 2018



Director Sales

Signed by