

## MEMORANDUM OF AGREEMENT WHOLESALE RATES 2019

### Between:

**Company:** **Winged Boots UK**  
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 Following referred to as "Partner"

**7Pines Resort Ibiza**  
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 General Manager  
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[www.7pines.com/ibiza](http://www.7pines.com/ibiza)

Following referred to as "Hotel"

### 1. DEFINITE STATUS

The terms and conditions of this agreement will remain confidential to the all above-named parties and are valid for all markets.

### 2. RATES

	The Laguna Village								
	Low (1)	Shoulder (1)	Low (2)	Shoulder(2)	High (1)	High (2)	High (1)	Shoulder (1)	Low (1)
	01/03/19 12/04/19	13/04/19 26/04/19	27/04/19 23/05/19	24/05/19 14/06/19	15/06/19 12/07/19	13/07/19 19/08/19	20/08/19 28/09/19	29/09/19 31/10/19	01/11/19 07/01/20
Laguna Suite	240	320	320	440	520	600	520	360	240
Laguna Suite Sea View	360	440	440	560	640	720	640	480	360
Laguna Suite Swim Up	440	520	520	680	800	880	800	600	440

	The Ibizan Village								
	Low (1)	Shoulder (1)	Low (2)	Shoulder(2)	High (1)	High (2)	High (1)	Shoulder (1)	Low (1)
	01/03/19 12/04/19	13/04/19 26/04/19	27/04/19 23/05/19	24/05/19 14/06/19	15/06/19 12/07/19	13/07/19 19/08/19	20/08/19 28/09/19	29/09/19 31/10/19	01/11/19 07/01/20
Resort Suite	280	360	360	480	560	640	560	400	280
Resort Suite Deluxe	320	400	400	520	600	680	600	440	320
Garden Suite	320	400	400	520	600	680	600	440	320
Garden Suite Deluxe	360	440	440	560	640	720	640	480	360
Resort Suite Sea View	400	480	480	600	680	760	680	520	400
Resort Suite Sea View Deluxe	440	520	520	640	720	800	720	560	440
2 Bedrooms - Garden Suite Pool	960	1120	1120	1360	1600	1760	1600	1200	960

#### On Request basis

Please be informed that all highlighted categories above are only "on request" basis.

- All rates in this agreement are quoted in local currency (EUR) per room, per night and are inclusive of VAT, buffet breakfast and are non-commissionable. However, the Hotel reserves the right to amend the rates to reflect any change in rates, or the imposition by the Government of Spain of any new taxes or levies.
- The Balearic Eco Tax applies per person, per night and will be collected directly from the guests by the Hotel upon check-out. (<http://www.caib.es/sites/impostturisme/en/tax/> )

- The Partner warrants and represents to the Hotel that the recommended rate for the sale of rooms is **20-25% above the FIT rate**. The Partner will endeavour to ensure that its affiliates, agents or other third-party contractors adhere to the clause.
- These rates are for the use of customers travelling on an individual basis for leisure purposes and are not applicable to groups, trade missions, exhibition delegates or corporate/business travellers.
- Groups are considered from 10 suites and above.
- The Partner will, where possible, provide a list of its affiliates to the Hotel. Should an affiliate appear to be in breach of any of these clauses, or act contrarily to the Hotel and/or 7Pines' commercial interests and/or brand, the Hotel reserves the right to request the Partner the removal of the Hotel from the affiliate's site in question.
- To qualify as an online package, the selling suite rates must be sold and promoted as part of a product which includes other elements such as fares of selected airline partners and ground transportation.
- The Partner may not sell the contracted rates (suite & breakfast only) without packaging on any consumer internet website or global distribution system, neither directly nor via a secondary agent (vendor, wholesaler, distributor) unless prior approval has been granted in writing by the Hotel.
- The rates for the One Bedroom Suites are valid on Free Sale basis with a 24 hrs reporting / notification period, however, the hotel reserves the right to change from Free Sale basis to allotment or on request basis when deemed necessary.
- The rates for the Two Bedrooms Suites as well as the One Bedroom Garden Suite (Deluxe) with Pool are valid on request basis only.
- Should guests wish to extend their stay beyond the period originally booked and confirmed by the Partner, the Hotel will apply the Best Flexible Rate for the extended period, unless the accommodation extension request is channelled to the Hotel through the Partner.

### **3. SPECIAL PROMOTIONS**

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#### **3.1 - EARLY BIRD 15**

**15% Early booking discount for reservations made before 15<sup>th</sup> March 2019 on the stated suite rates on Bed & Breakfast basis.**

- Extra bed charges for children remain as per the contract.
- All bookings must mention "**WHEBO15**" in order to avail this offer.
- This promotion is not combinable with any other promotion.

#### **3.2 - EARLY BIRD 10**

**10% Early booking discount for reservations made before 15<sup>th</sup> April 2019 on the stated suite rates on Bed & Breakfast basis.**

- Extra bed charges for children remain as per the contract.
- All bookings must mention "**WHEBO10**" in order to avail this offer.
- This promotion is not combinable with any other promotion.

## 4. RESERVATIONS

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### 4.1 - BOOKINGS

- Minimum stay of 2 nights required during the High season.
- Minimum age of 18 years or above is required for a stay at the Hotel, unless minors are accompanied by parents or another legal adult guardian.
- **All bookings need to be sent to the Hotel on a sell and report basis within the same day or a maximum of 24 hours.**

Booking confirmation needs to state:

- Surname, first name of the guest and any sharers
  - Age of children (if applicable)
  - Number and category of reserved suites
  - Date and time of arrival & departure (flight details)
  - Country of origin
  - Partner agency or tour operator generating the booking
  - Promotion code (if applicable)
- Only the suite type confirmed by the Hotel will be offered to the guest.
  - The suite categories mentioned need to be in line with the standards/specification provided by the Hotel.
  - A credit card/cash deposit is required from the guest at time of check-in for extra and incidental charges.
  - Should the guest request a higher suite category to the one initially booked, then a daily surcharge set by the Hotel will apply and will be charged directly to the guest upon check-in, unless the request is channelled to the Hotel through the Partner.

	Time
<b>Check-in Time</b>	15:00
<b>Check-out Time</b>	12:00 (noon)

### 4.2 - DOUBLE BOOKINGS

In case that the Hotel has sufficient reasons to believe that a potential double booking may occur, due to an existing booking with same or similar booking details (name, number of suites and dates) via a third-party source, the Hotel may reject any new booking requests with the same booking details, even if from allotment, until the existing booking via a third party has been cancelled.

### 4.3 - BEDDING REQUIREMENTS (KING OR TWIN)

- All Suites allow king or twin bedding as per the preference of the guest.
- Bedding requirements must be stated at the time of booking and to be reconfirmed by the Hotel.

#### 4.4 - SUITE OCCUPANCY & EXTRA BED

##### The Laguna Village

Laguna Suite  
Laguna Suite Sea View  
Laguna Suite Swim Up

Description	Size	Max Occupancies
Ground floor with terrace	48 Sqm	2 adults 2 adults + 1 child (or infant)
1st floor with balcony and sea view		
Ground floor with garden and shared swim up pool		

##### The Ibizan Village

Resort Suite  
Garden Suite  
Resort Suite Sew View

Description	Size	Max Occupancies
1st floor, garden view	54 Sqm	2 adults 2 adults + 1 child (or infant)
Ground floor with own garden		
1st floor, sea view		

Resort Suite Deluxe  
Garden Suite Deluxe  
Resort Suite Sea View Deluxe

Description	Size	Max Occupancies
1st floor, garden view	65 Sqm	2 adults 2 adults + 1 child (or infant) 2 adults + 2 children (or infants) <i>on request</i>
Ground floor with own garden		
1st floor, sea view		

2 Bedrooms Garden Suite with Pool

Description	Size	Max Occupancies
Ground floor with own garden and plunge pool	119 Sqm	4 adults 3 adults + 1 child (or infant) 2 adults + 2 children (or infants) 1 adult + 3 children (or infants)

#### 4.5 - CHILD POLICY

- The below Child Policy applies to children of ages up to 17 years inclusive. Children aged 18 and above will be treated and charged as adults.
- Restrictions to the use of the Infinity pool and the Pure Seven spa areas might apply to children below the age of 18 depending on the hotel's occupancy levels and as per the management's discretion.
- Full use of the lagoon-style pool in the Laguna Village will be granted for children.

##### Child Policy when travelling with parents:

Ages	Charges	Conditions
0-2 years old	Free	Sharing parents bedding or using baby cot
3-5 years old	Free	Sofa style bedding when sharing accommodation with adult(s)
6-17 years old	€ 100	Sofa style bedding when sharing accommodation with adult(s)

Please note that it is highly recommended to take a Two Bedroom Suite to ensure a comfortable stay should the guests be travelling with family.

##### Additional amenities and benefits for children:

- Child-sized bathrobes and slippers (free of charge)
- Bedtime milk, if applicable (free of charge)
- No-tear shampoo and special children toiletries (free of charge)
- Welcome gift for kids (free of charge)
- Destination information from Concierge "what to do with kids" (free of charge)
- Children's menus and snacks (at charge)
- Baby-sitting services (at charge)

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#### 4.6 - AIRPORT TRANSFERS

The Hotel can provide guests with luxury transportation to and from Ibiza airport & other locations at an extra charge. Please contact concierge at [guestrelations.ibiza@7pines.com](mailto:guestrelations.ibiza@7pines.com) for further details.

#### 5. CANCELLATION AND NO SHOW POLICY

- Cancellations must be advised in writing and proof of acknowledgement by the Hotel should be retained.
- Cancellation and no-show charges need to be acknowledged by the partner within 24 hours.

Seasons	Cancellation Period	Applicable Charges
<b>High Seasons</b>	31 days prior to arrival	Free cancellation
	30 to 15 days prior to arrival	50% of the booked stay
	14 to 0 days prior to arrival	100% of the booked stay
<b>Shoulder Seasons</b>	15 days prior to arrival	Free cancellation
	14 to 08 days prior to arrival	50% of the booked stay
	07 to 0 days prior to arrival	100% of the booked stay
<b>Low Seasons</b>	07 to 0 days prior to arrival	1-night penalty will be charged

Others	Seasons	Applicable Charges
<b>No Shows</b>	All Seasons	The Partner will entail a charge of 100% of the stay booked
<b>Early Departures</b>	All Seasons	Early departures before their booked check-out date will be charged for the remaining nights of the original confirmation
<b>Name Changes</b>	High Seasons	Changes not accepted
	All Seasons	The Hotel reserves the right <u>not</u> to accept any changes in the reservation

#### 6. FREE SALE & CLOSE-OUT

Suite Types	Selling Basis	Booking Reporting Time	Stop Sale Notification
<b>One Bedroom Suite</b>	Free Sale	48 hours prior to arrival	Subject to 24 hours notification
<b>Two Bedrooms Suite</b>	On Request		

- The Hotel reserves the right to cancel the Free Sale if the Hotel does not receive the agreed representation in brochures and/or web features.
- Should the Hotel cancel the Free Sale agreed, the Partner will book the suites on request basis or an allocation will be provided to the Partner.
- The Hotel reserves the right to update with close out dates or stop sell as deemed necessary.
- The Partner shall notify the Hotel of all pending bookings in a maximum of 24 hrs after the stop sale notification has been sent.

#### 7. TURNAWAY

- In the unlikely event that the Hotel has to turn away a guest with a confirmed reservation, the Hotel will be responsible to arrange accommodation for the guest in another five-star hotel at the discretion of the Hotel.
- The Hotel will arrange transportation to and from the arranged accommodation.

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## 8. MEAL SUPPLEMENTS

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### 8.1 - DINING FACILITIES:

- The View: Interactive open kitchen offering a wide range of delicious food options based on European cuisine with Asian influence.
- Cone Club: The Mediterranean-inspired cuisine is based on the finest local meat, fish and vegetables served in a relaxed atmosphere.
- Pershing Yacht Terrace: Upmarket cocktail bar offering a fine drinking experience along with spectacular views.

### 8.2 - BREAKFAST:

- Available from the buffet selection at The View restaurant or alternative venues.
- Breakfast will be served from 08:00 to 12:00 noon (subject to change at the hotel discretion).
- Breakfast taken outside designated breakfast timings will be charged separately.
- Breakfast ordered through the room service for service in the suite will be charged as per consumption and is to be paid by the guest upon departure.
- Guests will not be refunded for any unconsumed meals.

## 9. BARRIER-FREE SUITE (HANDICAPED FRIENDLY FACILITIES)

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Barrier-free suites are subject to availability at the time of booking and only available in the Laguna Village.

## 10. MARKETING

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- The Partner may use the trade name or trademarks belonging to the Hotel or any image or photographic representation of the Hotel, whether exterior or interior for soliciting customers / guests or for advertising or promoting its products or services, only after receiving **written approval** from the Hotel.
- The Partner shall not, nor shall it allow its affiliates, to perform keyword bidding on web search engines using the brand name “Seven Pines”, “Seven Pines Resort Ibiza”, “Seven Pines Hotels & Resorts”, “7Pines”, “7Pines Resort Ibiza”, “7Pines Hotels and Resorts” without written approval by the Hotel.
- The Hotel must approve its inclusion prior to printing or publishing of any form of material for distribution through any channels including brochures, catalogues, flyers and websites or in any other marketing related activity.
- In the event of the Partner failing to forward the proposed form and content to the Hotel for review and approval prior to printing or publishing of the brochure and other publicity materials which may result in misrepresentation of the Hotel, the Hotel will not be liable to the guest, to the retail agency or the Partner for any damages, costs or claims arising from such misrepresentation. Furthermore, this negligence may result in the Hotel declining any business sourcing from such activities and immediately invalidating any existing agreement with the Partner.
- Kindly use exclusively the material provided by the Hotel. All photographs, images or logos of the Hotel used for any promotional material have to be in line with the standard format according to the corporate identity of 7Pines Resort (therefore, these images should not be edited or altered except for minimising or maximising their size).
- To maintain the corporate standards of the Hotel, the Partner has to ensure that the Hotel is always listed and rated as a five-star property without exceptions.
- New copies of the brochures/promotional literature should be delivered to the Hotel as soon as they are available to the Partner.

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## **11. PAYMENT**

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- Credit facilities need the Hotel's approval and invoices need to be paid within 30 days of check-out.
- All reservations are payable / guaranteed via credit card at time of booking, unless credit facilities are in place.
- In the event that credit facilities are not approved and the payment is not received in advance, the Hotel reserves the right to collect such payment from the guest directly upon check-out, at the Best Flexible Rate.
- Where the Partner arranges payment to the Hotel through a third party, the Partner shall remain responsible for such accounts until full payment has been received by the Hotel.
- The Partner shall pay interest on the outstanding amount of the invoice at the rate of two percent (2%) per month. Delay in payment may result in suspension or withdrawal of credit facilities & termination of the contract.

## **12. LIABILITY & INDEMNITY**

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- The Partner shall ensure that guests accept and agree with any terms and conditions in this agreement that relate to them and in addition to the Hotel's terms, conditions, rules and procedures.
- The Partner shall agree to assist the Hotel to compensate any and all damages incurred to the failure of the guest to pay to the Hotels service.

## **13. TERMINATION OF CONTRACT**

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- A minimum production of 100 "room nights" per year is required for the continuation of this agreement.
- The Hotel reserves the right to terminate this agreement at any time, without prejudice to any other rights it may have, in the event that the Partner fails to comply with this agreement. One-month notification will be given to the Partner.
- The termination of this agreement does not liberate the Partner from any prior payment commitments to the agreement.

## **14. GENERAL TERMS**

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- The Hotel's dress code policy states that swimming wear is not permitted in any restaurant and bar of the Resort with the exception of the pool areas.
- Neither party shall be under any obligation to the other hereunder if performance thereof is rendered impossible due to an event of force majeure, being an event which the affected party/parties could not reasonably foresee and the effect of which was beyond the control of the party/parties affected (excluding settlement of payments) which shall include, but without limitation to war, extreme weather conditions, strikes, epidemics, earthquake, fire or flood.
- Advice, recommendations or opinions by members of staff of the Hotel are given and expressed in good faith. This shall not be constituted as representation of any description, neither give rise to any claim against the Hotel or its representatives.
- The construction, validity and performance of this agreement shall be governed by the laws of and applicable in Spain. The parties agree to submit to the local courts for the purpose of resolving any disputes under or arising out of this agreement.
- The Hotel reserves the right to terminate this agreement at any time, without prejudice to any other rights it may have, in the event that the Partner fails to comply with this agreement. Termination of the agreement shall

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be effected by the Hotel notifying the Partner in writing of such termination (at its address stated above or another address notified by the Partner to the Hotel with registered delivery).

- Failure of the Hotel to enforce at any time the provisions of this agreement shall not be construed as a waiver of any rights nor affect the validity of the agreement nor prejudice the Hotel in regards to subsequent action.
- In order to validate this agreement, a signed copy of the same (as well as each page initialled, including the rate sheet) should be returned to the Hotel within 30 days from the date of issue.
- The Hotel reserves the right to close or re-schedule the opening timings of its facilities and outlets at any given time.

## 15. CONTACT INFORMATION

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### **Sales & Marketing**

**Ms. Rebeca Martin – Director of Sales & Marketing**

[Rebeca.martin@7pines.com](mailto:Rebeca.martin@7pines.com)

Tel. +34 699 165 787

**Mr. Shigeki Urier – Associate Director of Sales**

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### **Reservations:**

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Tel. +34 971 195 200

### **Finance**

**Mr. Andres Palou – Director of Finance**

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Tel. +34 971 195 200

### **Bank Details**

**Hotel Name: 7 Pines Resort Ibiza S.L**

**Name of Bank: La Caixa**

**Account Number: 2100 8968 3102 0000 3644**

**Swift Code: CAIXESBBXXX**

### **Fiscal data**

**Hotel Name: 7 Pines Resort Ibiza S.L.U.**

**Avenida Jaime III, 29 Entlo**

**07.12 Palma de Mallorca, Spain**

**VAT No: B57918914**

Winged Boots

Name & Stamp of Company

*Anna-M. Janssen*

Markus Lueck – General Manager

Rebeca Martin – Director of S&M

Andres Palou – Director of Finance