



MARBELLA CLUB

FIT AGREEMENT 2019-2020
Valid from 1st April 2019 through 31st March, 2020
65/2019

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Valid from 1st April 2019 through 31st March, 2020

1.- RATES & PERIODS

For the purpose of this contract, "The Hotel" designates and includes the property known as **Marbella Club Hotel · Golf Resort & Spa** and the "Operator" designate and includes

TTOO NAME Winged Boots _____
STREET North House, St. Edwards Way _____
SPECIAL OFFERS EMAIL info@wingedboots.co.uk _____
FREE SALES EMAIL please do not send as we work on RQ basis only _____
STOP SALES EMAIL please do not send as we work on RQ basis only _____
POST CODE, CITY RM1 3AE / Romford, Essex _____
COUNTRY UK _____
VAT NR. 178189753 _____

The Operator rates mentioned below are in Euros, net non-commissionable, per room per day in double or single occupancy including breakfast, V.A.T.(Currently 10%). and based in free sales. Tax applicable by law.

1.1- ROOM TYPE 1 (ROOMS, SUITES & CONNECTING ROOMS)

	SEASON 1 20-10-19 - 23-12-19 02-01-20 - 31-03-20	SEASON 2 01-04-19 - 26-05-19 08-09-19 - 19-10-19 24-12-19 - 01-01-20	SEASON 3 27-05-19 - 30-06-19 25-08-19 - 07-09-19	SEASON 4 01-07-19 - 24-08-19
Deluxe Double	315 €	445 €	555 €	715 €
Junior Suite	360 €	505 €	660 €	850 €
Deluxe Junior Suite	385 €	540 €	680 €	875 €
Garden Suite	435 €	630 €	790 €	1.020 €
Deluxe Garden Suite	490 €	690 €	865 €	1.110 €
MC Suite	560 €	790 €	985 €	1.270 €
Suite María Luisa de Prusia	560 €	790 €	985 €	1.270 €
Suite Conde Rudi	590 €	835 €	1.045 €	1.345 €
Suite Principe Alfonso	685 €	965 €	1.110 €	1.385 €
Mediterranean Suite	755 €	1.060 €	1.330 €	1.675 €
2 Bedroom Suite	875 €	1.230 €	1.540 €	1.985 €
2 Bedroom Duplex	905 €	1.270 €	1.585 €	2.045 €
Garden 2 Bedroom Duplex	905 €	1.270 €	1.585 €	2.045 €
FAMILY ROOMS / INTERCONNECTING ⁽¹⁾				
Deluxe Double + Deluxe Double	630 €	890 €	1.110 €	1.430 €
Deluxe Beach Front + Deluxe Beach Front	910 €	1.290 €	1.610 €	2.070 €
Deluxe Junior Suite + Deluxe Junior Suite	770 €	1.080 €	1.360 €	1.750 €
Garden Suite Deluxe + Double Deluxe	805 €	1.135 €	1.420 €	1.825 €
Garden Suite + Garden Suite	870 €	1.260 €	1.580 €	2.040 €
MC Suite + Deluxe Double	875 €	1.235 €	1.540 €	1.985 €

⁽¹⁾ Booking, deposit and cancellation Policy as the most restrictive room policy of the connecting ones

1.2- ROOM TYPE 2 (BEACH FRONT ROOMS AND SUITES AND VILLAS)



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	SEASON 1 ##### - ##### ##### - #####	SEASON 2 01-04-19 - ##### 08-09-19 - ##### 24-12-19 - #####	SEASON 3 ##### - 30-06-19 ##### - 07-09-19	SEASON 4 01-07-19 - #####
BEACH FRONT ROOMS				
Deluxe Beach Front	455 €	645 €	805 €	1.035 €
Grand Suite Beach	1.000 €	1.410 €	1.765 €	2.275 €
Royal Suite	1.150 €	1.615 €	2.030 €	2.615 €
Imperial Suite	1.245 €	1.750 €	2.200 €	2.840 €
VILLAS				
2 Bedroom Villa	1.050 €	1.625 €	2.030 €	2.615 €
2 Bedroom Villa Pool	1.215 €	1.930 €	2.610 €	3.440 €
3 Bedroom Villa	1.375 €	2.505 €	3.530 €	4.895 €
Casabel (3 Bedroom)	1.465 €	2.655 €	3.705 €	5.095 €
Bel Air (3 Bedroom)	1.590 €	2.865 €	3.960 €	5.415 €
4 Bedroom Villa	1.550 €	2.800 €	3.870 €	5.295 €
El Cortijo (4 Bedroom)	1.630 €	2.930 €	4.040 €	5.535 €

1.3- SUPPLEMENTS

SUPPLEMENTS	
Half Board Supplement (Lunch or Dinner)	79 €
Full Board Supplement (Lunch and Dinner)	139 €
Extra Bed Adult, Breakfast included	150 €
Meal plan for children between 0 and 2	charged upon consumption
Meal Supplement for children up to 12	50% discount
Extra Bed and Breakfast for child up to 12	Free of Charge
Baby Cot	Free of Charge

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2.- MINIMUM LENGTH OF STAY

Minimum length of stay expressed in nights.

	SEASON 1 20-10-19 - 23-12-19 02-01-20 - 31-03-20	SEASON 2 01-04-19 - 26-05-19 08-09-19 - 19-10-19 24-12-19 - 01-01-20	SEASON 3 27-05-19 - 30-06-19 25-08-19 - 07-09-19	SEASON 4 01-07-19 - 24-08-19
Roomtype 1 & 2	0 nights	0 nights	0 nights	5 nights

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3.- CANCELLATION POLICY

Cancellation policy will be applied as cancellation damages and not as a penalty. Any cancellation that may occur within a longer period than the one displayed in the sheet below will be subject to the cost of the cancellation damages. The cancellation damaged will be the total cost of the nights described, including taxes, except in season 3 & 4, where is expressed in % of the total revenue booked.

	<u>SEASON 1</u> 20-10-19 - 23-12-19 02-01-20 - 31-03-20	<u>SEASON 2</u> 01-04-19 - 26-05-19 08-09-19 - 19-10-19 24-12-19 - 01-01-20	<u>SEASON 3</u> 27-05-19 - 30-06-19 25-08-19 - 07-09-19	<u>SEASON 4</u> 01-07-19 - 24-08-19
Roomtype 1	24 hours - 1 night	48 hours - 1 night	14 days - 50% total	14 days - 50% total
Roomtype 2	24 hours - 1 night	48 hours - 1 night	30 days - 100% total	30 days - 100% total
Reservation +35 RoomNights**	7 days - 1 night	14 days - 1 night	45 days - 100% total	60 days - 100% total

*24 hours prior check in: 100% total

**Please check point Nr. 8B in this contract - Page 7

4.- DEPOSIT AND PAYMENT POLICY

	<u>SEASON 1</u> 20-10-19 - 23-12-19 02-01-20 - 31-03-20	<u>SEASON 2</u> 01-04-19 - 26-05-19 08-09-19 - 19-10-19 24-12-19 - 01-01-20	<u>SEASON 3</u> 27-05-19 - 30-06-19 25-08-19 - 07-09-19	<u>SEASON 4</u> 01-07-19 - 24-08-19
Roomtype 1	7 days prior - 100%	7 days prior - 100%	21 days prior - 100%	30 days prior - 100%
Roomtype 2	7 days prior - 100%	7 days prior - 100%	booking day - 100% total	booking day - 100% total
Reservation +35 RoomNights*	booking day - 20% 7 days prior - 80%	booking day - 20% 7 days prior - 80%	booking day - 100% total	booking day - 100% total

* Please check point Nr. 8B in this contract - Page 7

5.- EARLY BOOKING

Early Booking will apply for all reservations received in the hotel before the cutoff date below.

	<u>SEASON 1</u> 20-10-19 - 23-12-19 02-01-20 - 31-03-20	<u>SEASON 4</u> 01-07-19 - 24-08-19
All Rooms	10% - 31/12/2018	10% - 31/03/2019



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6.- GENERAL CONDITIONS

- All rates are strictly confidential and per room, NET, non-commissionable and based on availability.
- The Hotel Marbella Club is not responsible should there be any legal changes on the V.A.T. percentage applicable to accommodation rates. In such case any new percentage to be applied legally will be applied to the contracted rates.
- The breakfast for rooms, suites and Villas will be served daily from 7:30hrs to 11:00hrs at the Winter Garden Restaurant.
- Any type of breakfast ordered in Room Service will be fully charged to clients directly upon departure.
- The main Breakfast restaurant may be subject to change to another Resort Restaurant or location due to operational needs.
- Half board and Full board are from the menu served at the Beach Club Buffet Restaurant and at Grill Restaurant (some items can be excluded) drinks not included. The Resort keeps the right to change the location and service according to Resort needs. Room service fee will be charged separately.
- Dinners on 24th and 31st December are not included in half/full board packages. Lunches on 25th December and 1st January are not included in full board packages.
- Children up to 3 years: 100% discount on cot. Extra bed and breakfast, free of charge for children up to 12 years when sharing with 2 adults.
- The rates and rooms contracted apply only to the program mentioned in this contract, and cannot be applied for participants in any type of group in the Resort. (10 rooms or more).
- The Resort reserves the right to cancel reservations made under this contract for participants in groups, or for stays that will, eventually, not be related with the tour operator program herewith agreed on.
- Rates must not be distributed via third parties (price comparison websites or Online Travel) and must not be sold via business to consumer (B2C) distribution channels without prior approval, in writing, from the Hotel. These actions will constitute a breach of contract and may result in being placed on an immediate stop-sale status.
- If a tour operator sells directly to the consumer the rate applied will be the published rate in the Hotel website with a 10% commission.
- The sales & report bookings will be sent to the hotel by the TTOO. As this is not a guaranteed contract or allotments, reservations or claims sent to the hotel 24 hours after the stop sales communication will not be accepted.
- The HOTEL reserves the right to adjust the rates stipulated herein, in writing, in the case of extraordinary inflation, VAT changes and other factors that may warrant subsequent rate adjustment.

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6.1- EXTRA INFORMATION ABOUT BREAKFAST

Breakfast is included in all the rooms and suites types for two people per bedroom, no deduction will be done for individual occupancy. Breakfast for Villas will be served in the Hotel's restaurant.

SPECIAL FOR VILLAS		
2 Bedroom Villa:	Breakfast included for	4 pax
3 Bedroom Villa:	Breakfast included for	6 pax
4 Bedroom Villa:	Breakfast included for	8 pax



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6.2- MAX. OCCUPANCY

Room Categories	Full Occupancy	Detailed Occupancy	Max no. of extra beds	Type of bed
ROOMTYPE 1				
Deluxe Double	3		1	KS or TW
Junior Suite	3		1	KS or TW
Deluxe Junior Suite	3		1	KS or TW
Garden Suite	4	2 Ad + 1 Ch + 1 By or 3 Ad + 1 By	1 + cot	KS or TW
Deluxe Garden Suite	4	2 Ad + 2 Ch or 3 Ad + 1 Ch / By	1 bed + 1 cot or 2 beds	KS or TW
MC Suite	4	2 Ad + 2 Ch or 3 Ad + 1 Ch / By	1 bed + 1 cot or 2 beds	KS
Suite María Luisa de Prusia	4	2 Ad + 2 Ch or 3 Ad + 1 Ch / By	1 bed + 1 cot or 2 beds	KS
Suite Conde Rudi	4	2 Ad + 2 Ch or 3 Ad + 1 Ch / By	1 bed + 1 cot or 2 beds	KS
Suite Principe Alfonso	4	2 Ad + 2 Ch or 3 Ad + 1 Ch / By	1 bed + 1 cot or 2 beds	KS
Mediterranean Suite	4	2 Ad + 2 Ch or 3 Ad + 1 Ch / By	1 bed + 1 cot or 2 beds	KS
2 Bedroom Suite	6		1 bed + 1 cot or 2 beds	KS + TW
2 Bedroom Duplex	6		1 bed + 1 cot or 2 beds	KS
Garden 2 Bedroom Duplex	6		1 bed + 1 cot or 2 beds	KS
ROOMTYPE 2				
Deluxe Beach Front	3		1	KS or TW
Grand Suite Beach	4	2 Ad + 2 Ch or 3 Ad + 1 Ch / By	1 bed + 1 cot or 2 beds	KS
Royal Suite	4	2 Ad + 2 Ch or 3 Ad + 1 Ch / By	1 bed + 1 cot or 2 beds	KS
Imperial Suite	4	2 Ad + 2 Ch or 3 Ad + 1 Ch / By	1 bed + 1 cot or 2 beds	KS
2 Bedroom Villa	6		1 bed + 1 cot or 2 beds	1 KS & 1 TW
2 Bedroom Villa Pool	6		1 bed + 1 cot or 2 beds	1 KS & 1 TW
3 Bedroom Villa	8		1 bed + 1 cot or 2 beds	2 KS & 1 TW
Casa Bel	8		1 bed + 1 cot or 2 beds	2 KS & 1 TW
Bel Air	8		1 bed + 1 cot or 2 beds	2 KS & 1 TW
4 Bedroom Villa	10		1 bed + 1 cot or 2 beds	3 KS & 1 TW
El Cortijo	10		1 bed + 1 cot or 2 beds	3 KS & 1 TW

Ad: Adults – Ch: Children – BY: Baby

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KS: Kingsize – TW: Twinbed

7.- SPECIAL ADDED VALUES

- Complimentary WIFI.
- Free access to the Fitness Centre.
- Complimentary access to Fitness & Holistic activities.
- One complimentary green fee per person and stay at The Marbella Club Golf Resort, including shuttle service at the designated times.
- Complimentary use of parking.
- Complimentary use of sun lounges at the swimming pools and Resort beach area.
- Honeymooners or Anniversary: In room welcome bottle of cava.
- Guest staying at the Marbella Club Golf Hotel, Resort & SPA, can use the Bars and Restaurants at both the Puente Romano Beach Resort & SPA and sign charges to their own bill. Half/ Full Board non applicable.
- Villas: Butler Concierge Service (Available on demand, but without a permanent presence on the villa)



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8.- RESERVATION POLICIES

Reservations must be made directly to the Hotel via e-mail. Phone reservations would not be accepted. Once a reservation has been confirmed by the Hotel, it will be considered as a guaranteed reservation. The Operator is responsible towards the Hotel for the confirmation of any changes or cancellations - all reservations made will be subject to restrictions and costs concerning cancellations and no shows.

a) No-Shows

It is considered a no-show, if the arrival does not occur on the reservation date. No shows will be charged to the Operator for the total stay at the contracted rate and for the room type reserved.

b) Reservations over 35 Room nights

Any reservation producing a total of 35 RN or more will be subject to special cancellation/ payment policies. Please check point number 3 on page 4.

c) Changes on Reservations

The Hotel must be informed immediately via e-mail should there be any changes that may occur after a reservation has been confirmed. All the reservations made are guaranteed and subject to cancellation fees according to the season.

d) Reservation Details

Detailed information must be provided for all reservations: rates or special offer reserved, guest's first and last name, name and age of children, expected time of arrival / departure flight, type of bed (King, Queen, Twin, etc.), other information such as, regular client, honeymoon, anniversary, birthday or any other special request. Important: If only first initial of guest is known, the gender (Mr., Mrs., and Miss) must be included.

e) Stop Sell

Whenever necessary to close out dates, the Hotel will notify the Operator and all the reservations for the closed out dates must be communicated to the Hotel by the Operator up to the date mentioned in the communication closing out the dates. The rooms not sold will then revert to the Hotel. Once a stop sell has been issued and reservations reported any changes must be approved by Hotel. The reservations may be rejected if a fictitious name is reported.

f) Changes to conditions

The conditions informed in this contract can change at any time. The hotel will inform the Operator in writing of any change that might occur.

g) Guaranteed Reservations / Duplicated Reservations

Once a reservation has been communicated by the Operator, the same will be accepted as guaranteed reservation, and subject to Cancellation / No Show charges. The Operator will be informed if any reservation is made in duplicate by another operator, guest, or travel agency.

h) Reservations



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The reservations made by the Operator will be handled directly by the Reservations Department of the Hotel. Please contact:

Reservations Department
Telephone Nr. +34 952 82 22 11
E-mail: reservas@marbellaclub.com

8.1- EXCLUSIVITY

The Hotel does not grant the Tour Operator exclusivity for any country and is not obliged to restrict its contracts in the same market.

8.2- MARK UP

For market consistency purposes, the Resort informs that a minimum mark up of 25% must be applied to the rates agreed on this contract.

The given rates are only available as part of a touristic package and under no circumstances can be sold separated from other touristic services or online without the written confirmation of the Hotel. The Operator will be responsible for the use that its partners might do of these rates.

If the Operator does not follow any of the below requirements, the Resorts keeps the right to cancel the contract and any future bookings.

In case of disparity with the best available Resort rate in the official website (www.marbellaclub.com) the Tour Operator can apply a net price equivalent to the 20% discount of the published Price, excluding special promotions or Advance Purchase rates.

8.3- PAYMENTS

For tour Operators with a credit line opened with the Hotel, a thirty (30) day billing is confirmed for this Program by the Hotel. Tour Operator agrees to pay the full amount due within thirty (30) days after the reservation checkout date. In case of non-fulfilment of this condition the Hotel reserves the right to cancel this agreement without any prior notice to the Tour Operator. Any discount or deduction of the invoices total amount can only be done by prior agreement of the Hotel in writing.

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Tour Operators with no credit line opened with the hotel will require full prepayment of room, tax and services prior to the arrival of the guest. Prepayment can be done by bank transfer (bank account detailed below) or through credit card. In case the payment is not received before the arrival date of the reservation, within the terms agreed, the hotel reserves the right to charge directly to the guest upon check in at the best available public rate.

Any reservation over 35 Room nights will require special payment conditions that need to be agreed with Reservation Department.

Hotel's bank details as follows:

MARBELLA CLUB HOTEL

Account number: 0075 3070 18 – 060 1100127
IBAN: ES 98 0075 3070 18 060 1100127/ SWIFT: POPUESMM
Banco Popular Español S.A.
Avenida Ricardo Soriano, 23 –
26000 Marbella, Spain

8.4- WALKING

In a situation of overbooking the Hotel will find alternative accommodation in a similar type of property and in a convenient location. Whenever possible, the Operator will be notified before such situation occurs.



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The Hotel will be responsible to cover any transportation charges to the alternative property, a telephone call, Breakfast and transportation back to the Hotel Marbella Club if required.

8.5 CHECK IN/ CHECK OUT

Check in time is after 03:00 pm and check out time is no later than 12:00 noon.

Check outs after 12:00 noon will be charged a Half-Day Rate until 4:00 p.m., at which time a full night rate will apply. Late checkouts are based on hotel occupancy/availability.

8.6. GROUPS

Group reservation requests for ten (10) or more rooms, will be handled by our Sales & Marketing Department. Groups are subject to a specific group policy.

Tour operator contracted net rates are not applicable for groups of 10 or more rooms unless previous agreement with the Hotel. In case of requests for groups, the hotel reserves the right to quote different rates than those detailed on this contract, subject to commission or net, with no consideration or relation to any rates detailed on this agreement.

8.7. VOUCHER / IDENTITY CARD

The Hotel will accept the Operator's voucher as a payment guarantee providing the Operator already has a current account with the Hotel. The voucher must mention the name of the guest (including first name), name and age of children, type of room and bedding requirements, arrival date, departure date and number of nights.

9.- BROCHURE – PROMOTIONAL MATERIAL AND ADVERTISING

The operator agrees to publish a 4/4 colour picture and description of the Hotel Marbella Club in its digital and printed brochures at no cost for the hotel. In case the Tour Operator will not publish The Marbella Club in its digital and printed brochures at no cost, the Marbella Club may cancel this agreement without any further notice. Marbella Club Hotel will provide any graphical and written content and copy of the hotel required. Marbella Club Hotel reserves the right to approve all advertisements and promotional pieces, before printed and distributed. The brochure should be received in the hotel before the beginning of the contracted season. Mention of "A member of the Leading Hotels of the World" must be published in the Tour Operator brochure, either using the logo or in the description text.

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10.- INTERNET & SOCIAL MEDIA

Hotel Marbella Club reserves the right to approve all descriptions and pictures used by the Operator in any Internet channels or social media platforms.

11.- TRAINING

The Operator will give the Hotel the opportunity to make presentations / conduct training in the Operator's own premises to the reservation staff, at least once a year.



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12.- SPECIAL OFFERS / PROMOTIONS

Special offers are applicable exclusively to reservations done and confirmed after the date of the offer. Unless otherwise informed special offers/ promotions are not cumulative and need to be always mentioned in the client's voucher issued by the Operator.

13.- DISCOUNTS

Under no circumstances will the Travel Agency / TTOO be authorised to agree any discount, retention or claim from a client if any of the aforesaid cases have not been previously claimed, notified or requested by the client during his/her stay and agreed by the Hotel in writing by the Agency / TTOO.

14.- OPERATOR PRODUCTION

As efficiently as possible, the Operator agrees to follow up the production of the travel agencies (number of room nights and revenue), and will provide this information to the Hotel Marbella Club with the objective of together verifying and following up the production of the Operator. Neither the Operator nor the Hotel shall be liable for any default for failure to perform the obligations under the Agreement by acts of God, labor strikes, natural or any other causes beyond the reasonable control of the Hotel and Tour Operator. Both parties will promptly notify the other of any of the occurrence mentioned in the above, which in its judgment may affect the performance of its obligations under this Agreement.

The Hotel agrees on these net prices for a certain amount of business and reserves the right to adjust the discount percentage for future years' contracts if the operator does not produce a minimum of 30 room nights during the **2019/2020** season. Shall the operator don't reach this production level, the contract will not be renewed, and no further communication will be needed.

Both the Hotel and the Operator agree that the terms and conditions expressed on this contract are confidential, and, therefore, if disclosed by any of the involved parties may result in the resolution of the contract.

15.- LAW

The parties agree to submit to the Courts of Marbella in accordance with Spanish law in the event of any dispute or controversy arising from this agreement or the breach thereof. The contract will be construed and governed by Spanish law renouncing the law of any other jurisdiction.

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16.- DUPLICITY OF AGREEMENT

This contract substitutes and prevails over any other agreement between both parties. This contract is only valid once its respective copy has been received in the Sales and Marketing Department of Hotel Marbella Club as mentioned below, dully signed and stamped by both parties.

Suggested by:

Name: Eduardo Seisdedos
Director of Sales & Marketing
Marbella Club Hotel · Golf Resort & Spa
Ph. +34 952 82 2211
Fax. +34 952 82 3018
E-mail: eseisdedos@marbellaclub.com
www.marbellaclub.com
Date: Tuesday, 06 November 2018

Accepted by:

Anna-M. Janssen

Name: Anna Maria Janssen
Tour Operator: Winged Boots
Ph: 0044 203 816 0984
Email: Anna@wingedboots.co.uk
Country: UK

Date: 14 / Nov / 2018