



2019 TOUR OPERATOR CONTRACT

For the purpose of this contract, "The Hotel" designates and includes the property known as Nobu Hotel Ibiza Bay and the "Operator" designates and includes:

Ocean Holidays (Wingedboots)

Floor 9, North House, St Edwards Way, Romford, Essex, RM1 3AE - United Kingdom

This contract is valid from April 17th to November 2nd, 2019

NET EURO RATES PER ROOM PER NIGHT DOUBLE OR SINGLE OCCUPANCY

RATES ARE ON A ROOM ONLY BASIS AND INCLUDE VALUE ADDED TAX AT THE CURRENT RATE

MINIMUM STAY IS 3 NIGHTS THROUGHOUT ALL SEASONS

The local tax is €4,00 per day per person over the age of 16, after nine days of any stay, the rate will be reduced by 50%.

Children under the age of 16 are exempt from paying the tax.

The tax is paid by the guest direct at the hotel at check-out. Local tax may change as per local regulations.

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Season	Peak season		High season		Shoulder season		Low season	
Date range	July 19th to August 25th		June 28th to July 18th - August 26th to September 14th		May 24th to June 27th - September 15th to October 5th		April 17th to May 23rd - October 6th to November 2nd	
Day of week	Thur- Sat	Sun- Wed	Thur- Sat	Sun- Wed	Thur- Sat	Sun- Wed	Thur- Sat	Sun- Wed
Sea view rooms:								
Cool Sea View Room (max. 1 occ.)	555	520	520	440	440	340	280	235
Deluxe Sea View Room (max. 2 occ.)	840	715	715	600	600	460	360	315
Junior Suite Sea View (max. 3 occ.)	1.010	860	860	720	720	550	430	380
Deluxe Junior Suite Sea View (max. 3 occ)	1.160	990	990	830	830	635	495	435
Allotment & Release	Free Sale 2 days release							
Garden view rooms:								
Deluxe Garden View Room (max. 2 occ.)	555	520	520	440	440	340	280	235
Junior Suite Garden View (max. 3 occ.)	615	575	575	490	490	375	310	260
Allotment & Release	Free Sale 2 day release							
Speciality suites:								
Junior Suite Plunge Pool (max. 3 occ)	BAR - 20%							
Rooftop Junior Suite (max. 3 occ.)	BAR - 20%							
Deluxe Suite Sea View (max. 4 occ.)	BAR - 20%							
Presidential Suite (max. 3 occ.)	BAR - 20%							
Royal Suite (max. 3 occ.)	BAR - 20%							
Supplements:								
Buffet breakfast	35 per peron per night (cannot be marked up)							
Extra bed adult from Junior Suite category and above	120 (can be marked up)							
Extra bed for child up to 12 from Junior Suite and above	Free of Charge							
Baby cot from Junior Suite and above	Free of Charge							

The buffet breakfast will be served daily from 08:00 hrs to 11:00 hrs in the Chambao restaurant. Nobu Hotel Ibiza Bay does not offer any other possibility for breakfast except for our Room Service menu. 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 hotel restaurant or location due to operational needs.

The rates and rooms contracted apply only to the programme mentioned in this contract, and cannot be applied for participants in any type of group in the Hotel.

The Hotel 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.

The rates contracted are only for the Operator's programme. Contracted rates must not be sold unpackaged online. Should unpackaged rates be found sold online, the hotel reserves the right to suspend the contract without notice and refuse to accept future reservations.

The Hotel and the Operator agree on the following:

1. Reservation Policy

Reservations

Reservations must be made directly to the Hotel via telephone, e-mail or fax. 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.

Cancellation Policy

There will be no cancellation costs if the cancellation is received 7 days prior to arrival date. Any cancellation that may occur after this date will be subject to the cost of 100% of the total stay, including taxes.

Note that these cancellation policies apply for all inventory of the hotel.

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.

Changes on Reservations

The Hotel must be informed immediately via telephone, e-mail or fax of any change that will occur after a reservation has been confirmed. All the reservations made are guaranteed and subject to cancellation fees according to the season.

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.

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 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.

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.

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.

Reservations

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

Reservations Department

Marta de Simone

Telephone Nr. +34 971 19 2222

E-mail: reservasnobuhotelibizabay@nobuhotels.com

2. 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.

3. Mark-up

For market consistency purposes, the Hotel informs that a **minimum mark up of 25% must be applied to the rates agreed on this contract**. If the Operator decides not to increase the minimum mark-up advised by the Hotel, the contract can be cancelled by the Hotel.

4. Payments

A thirty (30) day billing is confirmed for this Program by the Hotel if credit account has been established. Tour Operator agrees to pay the full amount due within thirty (30) days of checkout date. In case of non-fulfilment of this condition the Hotel can consider the contract rescinded and suspended. Any discount or deduction of the invoices' total amount can only be done by prior agreement of the Hotel in writing.

Tour Operators without credit approval we will require full prepayment of room, tax and service prior to the arrival of the guest. This may be accomplished by certified cheque, money order or wire transfer. **If we do not receive the prepayment before arrival, we will charge it to the guest at the official rate on arrival.**

BANK DETAILS:

Beneficiary name: Playa Real S.A.

Bank details: Banco Santander SA, Avda. Isidor Macabich 44-46. 07800 Ibiza - Balears

IBAN: ES63 0049 1765 42 2510066982

BIC/SWIFT: BSCHESMM

5. Overbooking

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.

The Hotel will be responsible for the payment of the land transport to the alternative property, and back to the Hotel in case the return of the client is agreed on.

6. Check in / Check Out

Check in is after 15:00 hrs and check out is before 12:00 noon.

Check outs after 12:00 hrs. will be charged a Half-Day Rate until 16:00 hrs, at which time a full night rate will apply. Late checkouts are based on hotel occupancy/availability.

7. Groups

Group reservation requests for five (5) or more rooms, will be handled by our Sales & Marketing Department. Groups are subject to a specific group policy. Prices will depend on travelling period, number of rooms requested and availability.

8. 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 bed, arrival date, departure date and number of nights.

9. Brochure 2019 - Promotional Material and Advertising

The operator agrees to publish a 4/4 colour picture and description of the Hotel in its brochure at no cost, or this contract will not be valid. Ibiza Bay will provide slides and/or descriptions of the hotel. Ibiza Bay 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 Small Luxury Hotels of the World" must be published in the Tour Operator brochure, either using the logo or in the description text.

10. Internet

Ibiza Bay reserves the right to approve all descriptions and pictures used by the Operator on the Internet.

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.

12. Special Offers/Promotions

Last minute 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. Travel Agencies 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 Ibiza Bay 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 50 room nights during the 2019 season.

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 Ibiza 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.

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 Nobu Hotel Ibiza Bay as mentioned below, dully signed and stamped by both parties.

Proposed by:

Accepted by: *Anna-M. Janssen*

Name: Zaida Marin

Name: Anna-Maria Janssen

Director of Sales & Marketing

Title: Product Manager

Playa Real S.A

Tour Operator: Winged Boots

Ph. +34 971 19 2222

Ph:

Fax.

Email: info@wingedboots.co.uk

E-mail: zmarin@nobuhotels.com

www.nobuhotelibizabay.com

Date: 29/08/2018

Date: 03 / 09 / 2018

Email for special offers	info@wingedboots.co.uk
Email for free sale	Please do not send, we work on RQ only !
Email for stop sale	Please do not send, we work on RQ only!