

# NOBU HOTEL

M A R B E L L A

## 2019-20 TOUR OPERATOR CONTRACT

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

### Winged Boots

This contract is valid from 1st May 2019 – 30 April 2020

NET EURO RATES PER ROOM PER NIGHT DOUBLE OR SINGLE OCCUPANCY

ALL RATES ARE SUBJECT TO AVAILABILITY AND INCLUDE BREAKFAST AND VALUE ADDED TAX

Season	Peak Season		High Season		Shoulder Season		Mid Season		Low Season	
Date range	19/07/19 - 25/08/19		27/06/19 - 18/07/19 26/08/19 - 14/09/19		01/05/19 - 26/06/19 15/09/19 - 28/09/19 24/12/19 - 06/01/20 03/04/20 - 30/04/20		29/09/19 - 02/11/19		03/11/19 - 23/12/19 07/01/20 - 02/04/20	
Day of week	Fri-Sat	Sun-Thu	Fri-Sat	Sun-Thu	Fri-Sat	Sun-Thu	Fri-Sat	Sun-Thu	Fri-Sat	Sun-Thu
Deluxe Room	545	510	465	435	390	365	320	295	250	230
Junior Suite	685	645	585	550	485	455	390	365	300	280
Deluxe Suite (one bedroom)	BEST AVAILABLE RATE LESS 20%									
Studio Suite (one bedroom)										
Nobu Suite (four bedrooms)										
SUPPLEMENTS PER PERSON PER NIGHT TO BE ADDED TO THE NET ROOM PRICE (CANNOT BE MARKED UP)										
Baby Cot				Free of charge						
Supplement per child up to 4 years from Junior Suites and above				Free of charge						
Supplement per child up to 11 years from Junior Suites and above				15						
Extra Bed Adult from Junior Suites and above				150						

The breakfast will be served daily from 08:00 am to 11:00 am in the Nobu Restaurant. Nobu Hotel Marbella 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 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 for the confirmation of any changes or cancellations and all reservations made will be subject to restrictions and costs concerning cancellations and no shows.

#### Cancellation Policy

Deluxe Room, Junior Suite and Deluxe Suite:

Peak and High season: there will be no cancellation costs if the cancellation is received 96 hours before the arrival date. Any cancellations or no shows that may occur after this date will be subject to the cost of 100% of the total stay, including taxes.

Shoulder and Low season: There will be no cancellation costs if the cancellation is received 48 hours before the arrival date. Any cancellations or no shows that may occur after this date will be subject to the cost of 100% of the total stay, including taxes.

Nobu Suite:

All seasons: Seven days cancellation policy. Any cancellations or no shows that may occur after this date will be subject to the cost of 100% of the total stay, including taxes.

#### 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.

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## 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:

Phone: 0034 952 77 85 85

E-mail: stay-marbella@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:

AL RIMA S.A.

CIF. A 29/048089

Bank Identification Code (BIC): POPUESMM

IBAN Nr.: ES85 0075 3070 15 0600769641

Banco Popular - Avda. Ricardo Soriano 23 - 29601 Marbella – Málaga - Spain

## 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 03:00 pm and check out is before 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.

## 7. Groups

Group reservation requests for six (6) 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 2018 - 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. Nobu Hotel Marbella will provide slides and/or descriptions of the hotel. The 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 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

Nobu Hotel Marbella 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.

Early booking discount - reservations made by 31 January 2019 can take advantage of a 15% early-booking discount for all seasons for all room types. This

## 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 Nobu Hotel Marbella with the objective of together verifying and following up the production of the Operator.

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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, 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 2018 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 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.

#### 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 Marbella as mentioned below, dully signed and stamped by both parties.

Proposed by:

Accepted by: *Anna-M. Janssen*

Name: Alvaro Sanchez

Name: Anna-Maria Janssen  
Product Manager

Director of Sales

Title:

Nobu Hotel Marbella c/o Al Rima A.S

Tour Operator: Winged Boots

Ph. +34 952778585

Ph: 0044 20 3816 0985

Fax.

Email: anna@wingedboots.co.uk

E-mail: asanchez@nobuhotels.com

[www.nobuhotelmARBELLA.com](http://www.nobuhotelmARBELLA.com)

Date: \_\_\_/\_\_\_/\_\_\_

Date: 29 / Oct / 2018

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