

**2018/19 WINTER TOUR OPERATOR CONTRACT – NO CREDIT FACILITIES**  
**4<sup>th</sup> November 2018 – 17<sup>th</sup> April 2019**

**Winged Boots**

(following named as “Business Partner”)

**Park Hyatt Mallorca**

(following named as “Hotel”)

|                    |  |            |  |
|--------------------|--|------------|--|
| Name:              | Anna-Maria Janssen   | Name:      | Franck Sibille   |
| Title:             | Product Manager  | Title:     | General Manager  |
| Company:           | Winged Boots   | Company:   | Cap Vermell Hotel, S.L.U   |
| Address:           | North House,<br>St. Edwards Way, Romford,                          | Address:   | Av. Des Cap Vermell, 153.  |
|                    | Essex, RM1 3AE<br>United Kingdom                                   |            | 07589 Canyamel,<br>Balears, Spain  |
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| Stop Sales E-mail: | <a href="mailto:anna@wingedboots.co.uk">anna@wingedboots.co.uk</a> |            |  |
| Website:           | <a href="http://www.wingedboots.co.uk">www.wingedboots.co.uk</a>   | Website:   | <a href="http://www.mallorca.park.hyatt.com">www.mallorca.park.hyatt.com</a>                           |

**CONTRACTED ROOM RATES**

|                         | <b>Season A</b>            |        | <b>Season B</b>                                    |        |
|-------------------------|----------------------------|--------|--|--------|
|                         | <b>18.11.18 – 15.03.19</b> |        | <b>04.11.18 – 17.11.18<br/>16.03.19 – 17.04.19</b> |        |
| <b>Room Type</b>        | single                     | double | single   | double |
| Double Room             | 130,-                      | 175,-  | 150,-  | 195,-  |
| Double Room Garden      | 145,-                      | 190,-  | 165,-  | 210,-  |
| Double Room Resort View | 170,-                      | 215,-  | 190,-  | 235,-  |
| Double Room Valley View | 185,-                      | 230,-  | 205,-  | 250,-  |
| Park Suite              | 450,-                      | 450,-  | 500,-  | 500,-  |
| Park Suite View         | 550,-                      | 550,-  | 600,-  | 600,-  |
| Presidential            | 750,-                      | 750,-  | 850,-  | 850,-  |

|                                   |      |
|-----------------------------------|------|
| Festive period room supplement    | 70,- |
| 3 <sup>rd</sup> Person Supplement | 40,- |
| Child Supplement (<12.99 years)   | -    |
| Half Board Supplement             | 45,- |

**ALL INCLUSIVE SUPPLEMENT**

70,-

**SPA PACKAGE SUPPLEMENT**

60,-

Urbanización Atalaya de Canyamel, Vial A,  
Canyamel, Capdepera, Mallorca 07589, España  
Parkhyattmallorca.com

D. + 34 871 811 234  
F. + 34 871 811 235

| <b>GOLF PACKAGE SUPPLEMENT</b>  |  |                            |
|---|--|----------------------------|
| Included golf courses: Pula Golf, Golf Capdepera and Golf Son Servera |  |                            |
| <b>18.11.18 – 13.02.19</b>  | <b>04.11.18 – 17.11.18<br/>14.02.19 – 27.02.19</b> | <b>28.02.19 – 17.04.19</b> |
| 18 holes  | 18 holes   | 18 holes                   |
| 45,-  | 60,-   | 80,-                       |

## 1) OFFERS AND PROMOTIONS

### i. FAMILY OFFER – 50% OFF THE SECOND ROOM FOR THE CHILDREN

| FROM                 | TO         | REMARKS   |
|----------------------|------------|---|
| 04.11.2018           | 17.04.2019 | <b>Promotion Code: Family Offer</b>   |
| Terms and Conditions |            | <ul style="list-style-type: none"> <li>- 50% discount on contracted rate for the second room for children (Maximum of 3 children up to 12.99 years of age)</li> <li>- Valid on ALL ROOM TYPES.</li> <li>- Combinable with all other contracted offers.</li> <li>- Stop sale on promotion is applicable.</li> <li>- Offer to be promoted in Brochures, POS and On-line by Partner.</li> <li>- Promotion code must be visible when making a booking.</li> </ul> |

### ii. CAP VERMELL SUITE EXPERIENCE – ADDED VALUES FOR SUITE BOOKINGS

| FROM                 | TO         | REMARKS   |
|----------------------|------------|---|
| 04.11.2018           | 17.04.2019 | <b>Promotion Code: Cap Vermell Suite Experience</b>   |
| Included amenities   |            | <b>PARK SUITE</b><br>Complimentary two ways airport transfer<br><b>PARK SUITE VIEW</b><br>Complimentary two ways airport transfer and one in-room dinner for 2<br><b>PRESIDENTIAL SUITE</b><br>Complimentary two ways airport transfer, one in-room dinner for 2 and one 50-minutes couples massage at the Serenitas Spa  |
| Terms and Conditions |            | <ul style="list-style-type: none"> <li>- Minimum length of stay of 3 nights.</li> <li>- Applicable for reservations made 3 days prior to arrival.</li> <li>- Promotion is combinable with all other contracted promotions.</li> <li>- Stop sale on promotion is applicable.</li> <li>- Offer to be promoted in Brochures, POS and On-line by Partner.</li> <li>- Promotion code must be visible when making a booking.</li> </ul> |

### iii. HONEYMOON SPECIAL

| FROM               | TO         | REMARKS   |
|--------------------|------------|---|
| 04.11.2018         | 17.04.2019 | <b>Promotion Code: Honeymoon</b>  |
| Included amenities |            | Box of chocolates<br>Bowl of fruits<br>Bottle of cava<br>Upgrade to Park Suite up on availability at time of check-in<br>Room service breakfast if booking Park Suite, Park View Suite or Presidential Suite. |

|                      |   |
|----------------------|---|
| Terms and Conditions | <ul style="list-style-type: none"> <li>- Wedding certificate to be presented upon arrival (not older than 6 months at the day of arrival)</li> <li>- Promotion is combinable with all other contracted promotions.</li> <li>- Stop sale on promotion is applicable.</li> <li>- Offer to be promoted in Brochures, POS and On-line by Partner.</li> <li>- Promotion code must be visible when making a booking.</li> </ul> |
|----------------------|---|

## 2) ROOM ALLOCATION AND RELEASE

| Room Type                       | Season A   | Season B   |
|---------------------------------|------------|------------|
| Double Room                     | Free Sale  | Free Sale  |
| Double Room Garden              | Free Sale  | Free Sale  |
| Double Room Resort View         | Free Sale  | Free Sale  |
| Double Room Valley View         | Free Sale  | Free Sale  |
| Park Suite                      | On Request | On Request |
| Park Suite View                 | On Request | On Request |
| Presidential                    | On Request | On Request |
| <b>Automatic Release (Days)</b> | <b>3</b>   | <b>3</b>   |

## 3) RATES

- Rates are quoted in Euros (€).
- Room rates are quoted per room per night; Supplement rates are quoted per person per service.
- Rates include breakfast in the restaurant. Room service breakfast will be charged separately.
- Rates include free access to the Cap Vermell Country Club. [www.capvermellcountryclub.com](http://www.capvermellcountryclub.com)
- Rates include shuttle service to the Canyamel Beach and to the Golf courses (Canyamel, Capdepera, Son Servera and Pula Golf). The shuttle service is offered upon reservation.
- All above rates are net and non-commissionable, include 10% VAT / Golf and Spa rates 21% VAT (subject to any changes). The Hotel reserves the right to amend these rates in the event of changes in the rates of VAT or the introduction of any new government levy.
- The room rates exclude the tourist tax; applies per person per night and is collected directly from guests upon check-out.
- Internet is complimentary.
- The rates are valid for up to 9 rooms. Requests for 10 or more rooms will be classified as a group reservation and quotes given at the time of inquiry. Group terms and conditions will then apply and be outlined at the point of confirmation.
- In case the Hotel provides the Business Partner with amended rates, amended allotments or amended release for the contract period 4<sup>th</sup> November 2018 – 17<sup>th</sup> April 2019 at any given time, that amendment supersedes the current contracted rates, terms and conditions as:
  - Existing and confirmed reservations will be on the original contracted rates.
  - Existing reservations cannot be cancelled and after that rebooked on the new rates.
  - The revised rates will supersede all other contracted rates and promotions.

## 4) FESTIVE PERIOD ROOM SUPPLEMENT

- Supplement is charged per room per night and is inclusive of VAT (10%).
- Supplement is applicable for the nights 27<sup>th</sup>, 28<sup>th</sup>, 29<sup>th</sup>, 30<sup>th</sup> and 31<sup>st</sup> December, 2018.

## 5) 3rd PERSON SUPPLEMENT

- Supplement is charged per person per night and is inclusive breakfast and VAT (10%).
- Third person supplement will apply from 13 years and above.

## 6) HALF BOARD SUPPLEMENT

- The daily supplement is charged per person.
- 4-course lunch or dinner menu including soft drinks.
- Half Board (lunch or dinner) cannot be accumulated and will not be refunded.
- On the 31<sup>st</sup> December 2018 additional charge apply depending on the venue and program chosen.

- v. 50% discount for children; <12.99 years.
- vi. Seasonal restaurant closings apply.

## 7) NEW – ALL INCLUSIVE SUPPLEMENT

- i. The daily supplement is charged per person.
- ii. 3-course or buffet lunch (on hotel's discretion, seasonal programming applies), afternoon tea and coffee with cake buffet, 4-course dinner menu, soft drinks, tea, coffee, selection of beer and wine.
- iii. The All Inclusive Supplement will not be refunded.
- iv. On the 31<sup>st</sup> December 2018 additional charge apply depending on the venue and program chosen.
- v. 50% discount for children; <12.99 years.
- vi. Seasonal restaurant closings apply.

## 8) NEW YEAR'S GALA DINNER

- i. A supplement charge of € 230, - per person inclusive of VAT (10%)
- ii. Price will include all food and beverage during the Gala Dinner in Park Ballroom, Live Entertainment and the New Year's party with count down.
- iii. The dinner is not mandatory for hotel guests.
- iv. Please note there will be limited seating available.
- v. Further details in regards to exact timing and dress code will be communicated before the 1<sup>st</sup> November 2018.
- vi. CHILD POLICY
  - i) Children 0.00 – 3.99 years old complimentary
  - ii) Children 4.00 – 12.99 years old 50% discount
  - iii) Children 12.99 – Above pay adult supplement

## 9) SPA PACKAGE SUPPLEMENT

- i. The supplement is charged per person per treatment of 50-minutes. (A selection of treatments apply)
- ii. Spa packages can be built on flexible number of treatment during a stay.
- iii. Treatments require a pre-reservation and are confirmed based on availability.
- iv. The spa package supplement cannot be sold or published separately as standalone service.
- v. Non used treatments will not be refunded.

## 10) GOLF PACKAGE SUPPLEMENT

- i. The supplement is charged per person per green fee of 18 holes.
- ii. Golf packages can be built on flexible number of green fees during a stay.
- iii. Tee times require a pre-reservation and are confirmed based on availability.
- iv. The golf package supplement cannot be sold or published separately as standalone service.
- v. Non used green fees will not be refunded.

## 11) CHILD POLICY

- i. Rooms
  - i) Children up to 3.99 years stay complimentary when sharing the parents' room
  - ii) Children between 4.00 and 12.99 years pay the child supplement stated in the rate table when sharing the parents' room.
  - iii) Children 12.99 – Above, please see rate table for third person supplement.
  - iv) Baby cot (0 up to 1.99 years) and roll-away bed are available on request basis.
- ii. Kids Club is available free of charge for children between 4.00-12.99 years of age. Children below 4.00 year of age can access the facility only with parental supervision. Please contact the hotel for seasonal opening times of the kids club.

## 12) STOP SALE

- i. Park Hyatt Mallorca reserves the right to announce a stop sale for any period, room type and promotional rate.

### 13) RESERVATION

#### i. Reservations

i) For reservations, please contact: [reservations.parkhyattmallorca@hyatt.com](mailto:reservations.parkhyattmallorca@hyatt.com)

#### ii. Check-in and Check-out

i) Check-in time is 15:00hrs.

ii) Check-out time is 12:00hrs. Late check out is subject to availability and an extra charge of 50% of the contract rate of the room category. A full day's room charge will be applicable for check-out after 18:00hrs (subject to availability).

iii) Early check-in is subject to availability. For a guaranteed early check-in the room must be booked the night prior to arrival.

iv) Arrival time for each booking is required.

#### iii. Cancellation and No Show Policy

All cancellations must be received in writing and acknowledged by the Hotel.

|                            |  |
|----------------------------|--|
| Cancellation               | 100% of the entire stay within 3 days prior to arrival |
| No Show or Early Departure | 100% of the entire stay                                |

### 14) TERMS AND CONDITIONS

#### i. Maximum Room Capacities

Rooms can accommodate a maximum of 3 guests including babies and children.

Suites can accommodate a maximum of 4 guests; maximum of one extra bed and one cot

Due to fire, life and safety policies the Hotel is only allowed to put one extra bed or one cot in each guest room, except suites.

#### ii. Payment Conditions

i) Reservations require full pre-payment (room, meals and contracted services) for the entire stay of the guest(s) latest by 14 days prior to arrival.

ii) It is the sole responsibility of the Business Partner to ensure that the pre-payment reaches the Hotel on time established above. Guests without pre-payment at time of check-in will be charged at the rate of the day and will be required to settle the bill upon check out. Hotel has no obligation to accept late payment or payment after check-out.

#### iii. Bank Details

Account Title: Cap Vermell Hotel SLU

CIF: ES B-57413114

Bank: LA CAIXA

Bank Address: Paseo Colon, 63, 07458 Ca'n Picafort

SWIFT BIC: CAIXESBBXXX

IBAN: ES59 2100 0676 6302 0016 7233

#### iv. Marketing

i) 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 activities.

ii) Failure to do so may result in the Hotel declining any business sourcing from such activities and immediately invalidating any existing agreement with the Business Partner. Furthermore, should the Business Partner fail to forward the proposed form and content to the Hotel for review and final approval, the Hotel will not be liable to the guest or to the Business Partner for any damages, costs or claims arising from such.

iii) Kindly use the material provided by the Hotel only. 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 Park Hyatt Mallorca and remain the property of the hotel.

**v. Rate Publishing and Distribution**

- i) Rates are confidential and are not to be disclosed directly to the consumer and may only be used to form the basis of a package.
- ii) The Business Partner may not sell the contracted net rates on any consumer Internet website either directly or via a secondary agent. The contracted agent is deemed responsible for the selling practices of the secondary agents.
- iii) The distribution of any net rate (room only or Bed & Breakfast) through an Internet Site or Global Distribution System is strictly forbidden unless prior approval has been granted in writing from Hyatt International.
- iv) To qualify as a package rate it must be sold and promoted online, as part of a product, which includes other elements and under no circumstances will the package be sold or promoted online as room only/ Bed & Breakfast.
- v) All mentioned rates in this contract cannot be re-sold under any circumstances to an Internet website/ vendor/ wholesaler/ distributor without being packaged with fares of a selected airline partner (Fully Inclusive Tour) or they have to be sold to a valid Tour Operator for such purposes.
- vi) If mentioned rates are re-sold to a third party, the Hotel must be informed about the company details of this party and is entitled to terminate this contract if the third party is guilty of any breach of the mentioned contracted conditions.
- vii) The Business Partner agrees to feature Park Hyatt Mallorca in their brochure and to provide Park Hyatt Mallorca with a copy of the layout (text and images) for proof reading prior to printing. Images can be requested from the Hotel at any time.

**vii. Force Majeure:**

- i) Both party's performance under this contract is subject to acts of war, government regulation or action, terrorism, disaster, civil disorder, curtailment of transportation facilities and/or any other emergency beyond either party's reasonable control, making it illegal or impossible for either party to perform its obligations under this contract. Either party may terminate this contract for any one or more such reasons on written notice to the other party within three (3) days of the occurrence of an act or event noted above or receipt of notice of any of the above occurrences.
- ii) 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 Courts of Palma de Mallorca (failing which any other recognized court of law in Spain agreed mutually by both parties) for the purpose of resolving any disputes under or arising out of this agreement.

**viii. Hyatt Global Privacy Policy:**

- i) The hotel will comply with the Global Privacy Policy for Guests available at <http://privacy.hyatt.com> (the "Privacy Policy"). The customer shall, with respect to guests of the customer ("Customer's Guests") who stay at the hotel pursuant to this contract: (i) make the Customer's Guests aware of the Privacy Policy; (ii) obtain the consent of the Customer's Guests to disclose their personal information to the hotel; and warrant and represent to the hotel that the Customer is: (a) entitled to disclose the personal information of the Customer's Guests to the hotel and (b) authorized to act as agent of each of the Customer's Guests for the purposes set out in this section.

**ix. Contract Termination and Activation Policy:**

- i) The Hotel will have the right to terminate this agreement without cause within 60 days after delivery to Partner of written notice of termination. (At its address stated above or another address notified by the Business Partner to the Hotel with registered delivery).
- ii) Breach of any conditions outlined in the agreement in hand would lead to the immediate termination of the contract. All rates and conditions are subject to change within 30 days of written notice.
- iii) This rate agreement shall be activated once one original copy, duly signed by an authorized signatory, initialed on every page and stamped has been returned to and accepted by Park Hyatt Mallorca.

One original copy of this agreement needs to be returned to the Hotel by **25/05/2018**. Should the Hotel not receive the signed copy in due time, the agreement will lose its validity.

Park Hyatt Mallorca, Canyamel, 21 May 2018

|  |                                   |
|--|-----------------------------------|
| Winged Boots                                   | Park Hyatt Mallorca               |
| Anna-Maria Janssen<br>Product Manager          | Franck Sibille<br>General Manager |
| Authorized Signature<br><i>Anna-M. Janssen</i> |                                   |