

SANTORINI SECRET

· SUITES & SPA ·

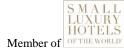


NET RATES 2019	LOW SEASON 1/4 30/4& 16/10–31/10	MIDDLE SEASON 1/5 – 31/5 &1/10-15/10	HIGH SEASON 1/6-30/9
PURE SUITE WITH PRIVATE HOT TUB & CALDERA VIEW	336	440	592
PREMIUM SUITE WITH PRIVATE HOT TUB & CALDERA VIEW	396	552	744
ABSOLUTE SUITE WITH PRIVATE HOT TUB &CALDERA VIEW	456	624	840
GRAND SUITE WITH PRIVATE HEATED POOL & CALDERA VIEW	632	760	1052
INFINITY SUITE WITH PRIVATE HEATED POOL & CALDERA VIEW	760	1088	1320
HONEYMOON SUITE WITH PRIVATE HEATED POOL & CALDERA VIEW	880	1200	1440
JUNIOR VILLA WITH OUTDOOR HEATED POOL & PANORAMIC VIEW	1000	1320	1680

Santorini Secret Suites & Spa - Oia –84702 - Thira- Hellas Tel: +30 22860 27337 | Fax: +30 22860 71681 E:info@santorini-secret.com | W: www.santorini-secret.com







Monday, April 08, 2019

Winged Boots North House/St Edwards Way RM13AE Romford, Essex, UK

Attention: Anna Maria Janssen

Dear Mrs. Janssen:

Astra Hospitality S.M.P.C., Charilaou Trikoupi 6, 18536, Piraeus, Greece who manages the Hotel under the name Santorini Secret Suites & Spa ("Hotel") with VAT 801069562, Tax Office A' Piraeus agrees to provide rates for guest rooms at Hotel's facility located in Oia, Santorini, 84702, Greece to Winged Boots ("Company"), VAT: 178 189 753, IATA: 91-200060 for use by Company and by travel agents, tour operators and wholesalers who primarily operate in off-line distribution channels, in accordance with, and subject to, the terms and conditions set forth below:

- 1. Rates: All rates are non-commissionable and are for single or double occupancy. Supplement for 3rd person where applicable (extra bed can be added only in Absolute Suite, Honeymoon Suite & Junior Villa) is 100.00 Euros per person, per night. Rates are quoted in Euro and include all legal taxes and a la carte breakfast served in Suite or in Restaurant.
- 2. Onward Distribution: Except for B2B Partners, Company may not transfer or assign rates provided through the Hotel Agreements to any Company or organization. Upon receipt of written notice from Hotel, Company must stop distributing rates provided through this Agreement to any B2B Partner that: (a) has failed to combine the rates into Travel Packages before selling them to retail customers or has otherwise violated the terms of this Agreement; (b) has violated applicable law.
- 3. Payments from Customers: Each Participating Hotel will collect payment from its customers for any incidental charges not included in the Standard Room Charge.
- 4. <u>Dispute Resolution:</u> For any dispute that may arise responsible are the courts of Athens, Greece.
- 5. <u>Laws and Policies:</u> Each party will comply with all applicable laws and regulations, its respective privacy policy, and Hotel rules and policies.

6. **Termination:**

- a. Either party may terminate this letter without cause by providing the other party with 30 days prior written notice; and
- b. Either party may terminate this Agreement upon 30 days' prior notice if the other party (i) consistently fails to pay its bona fide debts as they come due, (ii) becomes subject to a voluntary or involuntary bankruptcy proceeding (and, in the case of an involuntary proceeding, such proceeding is not dismissed within 30 days)
- 7. **Public Communications:** Neither party will make or issue any public statement or announcement regarding the existence or the content of this letter, unless as the other party will agree in writing to such statement or announcement prior to its issuance.
- 8. **Force Majeure:** If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.
- 9. **Notice:** Any notice required or permitted by the terms of this letter must be in writing.
- 10. Assignment: Company may not assign or delegate its rights or duties under this letter without Hotel's prior approval.
- 11. **GDPR compliance**: This term reflects the arrangements that the parties have agreed to implement to facilitate the sharing between them of personal data and explains the purposes for which that personal data may be used and the provisions that will apply in relation to such personal data so that that the parties comply with the provisions of the GDPR and all relevant applicable law. Each party is obliged to take reasonable steps to protect personal data, which are being processed in the context of this agreement against loss and unauthorized access, use, deletion and disclosure; each party is also required to process personal data in a manner that ensures appropriate confidentiality and security of the personal data. Each party acknowledges that it is responsible for the handling and security of the personal data it holds and processes within the context of this agreement. The Company is expected to provide personal data to the Hotel, if those data are collected

and processed lawfully and if such disclosure is permitted under applicable law. The Company shall be a data controller for any personal data it processes. However, as soon as the Hotel receives personal data for the purposes of this agreement related to the guests of the Hotel, using the services of the Company, the Hotel shall become data controller upon receipt of the personal data. Personal data that may be shared between the Parties for the purposes of this agreement include: the guest's full names, the guest's email address, the guest's address (residential or business); the guest's telephone number; all necessary details relating to the guest's method of payment including encrypted debit or credit card details including the CVV number; any dietary preferences or details of medical conditions relating to the guest and volunteered by the guest or regarded by the guest as essential to the booking at the Hotel. The Company shall be solely responsible for the processing of personal data by itself or on its behalf in accordance with applicable data protection laws. The collected and afterwards shared personal data relating to a reservation should be necessary for the Hotel to perform the services requested by the guest. Neither party shall process nor in any way deal with shared personal data in a way that is incompatible with the agreed purposes. In particular, but without limitation, neither party shall: (a) share the shared personal data with any third party; (b) permit the publication of the shared personal data via any medium including, but not limited to, social media, websites and publicly available communications; (c) permit the use of shared personal data for any direct or indirect marketing, market research, sales targeting or analytical purpose. The Company shall ensure that it processes the shared personal data fairly and lawfully for the agreed purposes, because it is necessary for the performance of the reservation contract to which the guest is party or in order to take steps at the request of the guest prior to entering into the reservation contract. The Company shall, in respect of shared personal data, ensure that their privacy policies and notices are clear and provide sufficient information to the guests in order for them to understand fully their personal data being shared, the circumstances in which it will be shared, the purposes of the sharing and an adequate description of the person or organization with which it will be shared. The Company will inform the guests of the purposes for which it will process their personal data and provide all information in accordance with the applicable law to ensure the guests fully understand how their personal data will be processed. The Company is expected to duly and diligently inform individuals about the processing of their personal data. The Company is required to process personal data and provide them to the Hotel only to the extent that is necessary so as the Hotel is able to perform the requested reservation services. Both parties shall not retain or process shared personal data for longer than is necessary to carry out the agreed purposes. The Parties may continue to retain shared personal data as required by any statutory or regulatory periods applicable within their territory of operation. The Company shall be responsible for the security of the transmission of any shared personal data to the Hotel. The Company will implement the best available technical and organizational measures to protect the shared personal data in their possession against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure including the measures referred to in Article 32(1) of the GDPR. The Company shall ensure that all personnel handling shared personal data or having any access to shared personal data have received training and been made fully aware of their responsibilities with regards to the handling and use of personal data. The Parties shall, if required by applicable laws, cooperate in good faith and provide assistance in the event data subjects wish to exercise their rights of access, correction, erasure or portability or in case of requests from competent authorities to demonstrate compliance with obligations applicable to the party. If any party detects an incident or a data breach or intends to notify guests or other parties (authorities) of a data breach (incident resulting in accidental, unlawful, or unauthorized destruction of, loss of, alteration of, access to, disclosure of, or use of personal data) involving personal data shared by parties, to the extent permitted by law, should first notify the other party and reasonably cooperate with the other party in finalizing such notification. The Parties agree to provide reasonable assistance to each other as may be necessary to facilitate the handling of any data security breach or incident that could result to such breach. In case the Company does not comply with the provisions of the GDPR or the present term, is liable for any penalty, levy or other damage that the Hotel is obliged to pay to the authorities or third parties because of the Company's failure to fulfill its legal and contractual obligations. In that case the Company is under the obligation to pay the damages incurred by the Hotel and any penalty imposed to the Hotel.

This letter constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Company.

Inventory and Rates: The currency for all prices, rates, and charges stated in this letter is EURO (ϵ) . All rates are inclusive of a la carte breakfast. In case an additional accommodation tax is imposed by the Greek government, Hotel reserved the right to adjust current tariff. Accommodation tax of 3, 00 ϵ per room, per night will be applied and is paid directly by the guest at the property.

Package Room Rates:

Requests should be faxed to the Hotel's Reservations Department, at fax number +30 210 4522147 or e-mailed to info@santorini-secret.com. A confirmation number must be received from Hotel acknowledging receipt and confirmation of reservation.

The attached seasonal net contract rates are offered to Company for the period of April 01st, 2019 - October 31st, 2019.

Hotel reserves the right to impose black-out dates at its sole discretion. In such case, Hotel will honor all reservations for the black-out period, which were made prior to the notification of the black-out, provided reservation are received within 24 hours of the notification of the black-out at Hotel.

Rate Conditions:

Split Season Rate: For any reservations that commence in one season and overlap into another season during the guest's stay, the corresponding rate for each season will apply.

Incidental and Additional Charges:

Children Policy:

For safety reasons due to particular construction of the Hotel (on the cliff, many stairs), the Hotel does not accept children under the age of 15 years old. Exception is only the Junior Villa which is on Oia's pedestrian and the policy is as follows:

Baby cot in parents' room is free of charge for children 0-2 years old

For children 3-6 years old, no fees will apply with existing bedding. From 7 years or older the daily supplement of $100.00 \in \text{will}$ apply and includes breakfast and all legal taxes.

<u>Check-in and Check-out Time:</u> Check-in time is 14:00 check-out time is 12:00. All guests arriving before 14:00 will be accommodated as rooms become available. Baggage may be checked-in for those arriving early if rooms are unavailable.

<u>Cancellation Policy</u>: Room reservations may be canceled as per below via written notice. If date changes inside of the cancellation policy are considered a cancellation and a re-booking, and as such, are subject to cancellation damages. No-shows must be paid without reliance on vouchers due to the inability of the client to present the voucher. Should the Company fail to pay the cancellation fee, Hotel may cancel the Company's billing privileges or this letter, at Hotel's sole discretion, without any obligation or liability whatsoever. The cancellation policy may be changed by Hotel at any time in Hotel's sole discretion.

Low Season:

Any cancellation made within:

14 days before confirmed arrival date, no fee is charged

13 and 1 days prior to arrival, result in 50% of the stay

In case of same day cancellation, No show or departure prior to the scheduled date results in 100% charge of the stay

Middle & High Season:

21 days before confirmed arrival date No fee is charged

15 and 20 days prior to arrival, result in 50% of the stay

7 and 14 days prior to arrival, result in 75% of the stay

1 and 6 days prior to arrival, result in 100% of the stay

No show or departure prior to the scheduled date results in 100% charge of the stay

In case of a Non Refundable, the reservation cannot be cancelled, modified or refunded

Early Departure Policy: Early departure prior to the scheduled date, results in 100% charge of the stay and will be billed to Company in the event guests do not utilize all nights originally booked but not consumed.

Relocation: If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; and (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the Manager.

Disability Accommodation Policy: The Hotel is not recommended for those of restricted mobility.

PRE-PAY ACCOUNT:

TWENTY-ONE (21) DAYS PRIOR TO ARRIVAL of the net rate reservation, FULL PREPAYMENT will be due to Hotel. If the full prepayment is not received by such date, the reservation will automatically be canceled.

Reservations confirmed within twenty-one (21) days prior to arrival will be prepaid by Company within seven (7) days of confirmation or prior to the guest's arrival, whichever is earlier. If full prepayment is not received by guest check-in, the reservation will automatically be canceled. Checks for full prepayment should be made payable to Hotel by individual reservation, noting guest name and arrival date. Checks should be mailed to Hotel's address as stated above.

When utilizing a Bank Wire/Electronic Transfer to prepay reservations, Company must notify Hotel in advance and request from Hotel wire instructions. Guest information (i.e., Guest Name, Travel Date, and Hotel Name) must be included with the wire/electronic transfer.

ACCEPTED AND AGREED TO:

(Name of Company)	Santorini Secret Suites & Spa
Ву	On behalf of the Company
Date	Date