



ALLOTMENT AGREEMENT LETTER

SEASON	WINTER 2019/2020	HOTEL	LAS VILLAS - BAHIA DEL DUQUE
PERIOD	01/11/2019-30/04/2020	TOUR OPERATOR	WINGEDBOOTS

In, COSTA ADEJE Tenerife, on 6 August 2019

Ms. Ane Ugarte acting in name and representation of **INVERSIONES TURISTICAS CASAS BELLAS, S.L.** hitherto referred to as the "Hotel", owner of the touristic establishment **LAS VILLAS GRAN HOTEL BAHIA DEL DUQUE RESORT** situated in Av. Bruselas s/n., City 38660 COSTA ADEJE-TENERIFE, Country: SPAIN CIF: B38550356 Phone: +34.922.746.900 Fax +34.92.746.925 email: ane.ugarte@bahia-duque.com

And Mr. David Ox acting in name and representation for the Travel Agency/Tour Operator WINGEDBOOTS, hitherto referred to as the Travel Agency/Tour Operator, situated in Equitable House, 88-100 South St City: Romford, ESSEX RM1 1RX Country: UNITED KINGDOM Phone: +44 Fax: +44 email: diane@ocean-holidays.co.uk

The parties declare, under their own responsibility, that they have the legal capacity to commit themselves to the agreements reached and derived from this present CONTRACT of BED RESERVATIONS which is subject to the following CLAUSES:

CLAUSES

A). - RESERVATION OF BEDS/ROOMS - ALLOTMENTS - RATES - PERIODS - REDUCTIONS AND SUPPLEMENTS.

The "Hotel" agrees to make available for the clients of the above mentioned "Travel Agency/Tour Operator" a total of allotment, rates and conditions:

ALLOTMENT & PERIODS:

From	To	Quantity	Type	Accommodation	Hotel Plans
01/11/19	30/04/20	2	V1E	VILLA 1 BEDROOM	B/B BED & BREAKFAST
01/11/19	30/04/20	2	V1D	VILLA DUPLEX 1 BEDROOM	B/B BED & BREAKFAST
01/11/19	30/04/20	OR	V2E	VILLA 2 BEDROOMS	B/B BED & BREAKFAST

PRICE PERIODS:

FROM	01/11/19	26/12/19	03/01/20	03/04/20	15/04/20
TO	25/12/19	02/01/20	02/04/20	14/04/20	30/04/20
RELEASE	3	14	3	14	3
V1E B/B Palmera	872,00	1.328,00	872,00	922,00	872,00
V1D B/B Retama	872,00	1.328,00	872,00	922,00	872,00
V2E B/B Mimosa	2.450,00	3.600,00	2.450,00	2.450,00	2.450,00

Price per unit & per day on B&B basis. Villa Palmera and Retama based on 2 persons occupancy, and Villa Mimosa based on 4 persons occupancy.

Supplements:

FROM	01/11/19	26/12/19	03/01/20	03/04/20	15/04/20
TO	25/12/19	02/01/20	02/04/20	14/04/20	30/04/20
BABY COT (0-2,99 YEARS)	100%	100%	100%	100%	100%
HALF BOARD (ON BED & BREAKFAST) PER ADULT/PER DAY	41 €	41 €	41 €	41 €	41 €
HALF BOARD PER CHILD (3-12,99) /PER DAY	FREE	20,50 €	FREE	20,50 €	FREE
Villas PALMERA					
3 RD PAX ADULT IN VILLA PALMERA	167,00 €	167,00 €	167,00 €	167,00 €	167,00 €
3 RD PAX CHILD (3-12,99 YEARS) IN VILLA PALMERA PER DAY	FREE	167,00 €	FREE	167,00 €	FREE
4 TH PAX CHILD (3-12,99 YEARS) IN VILLA PALMERA PER DAY	FREE	167,00 €	FREE	167,00 €	FREE
Villa RETAMA					
3 RD PAX ADULT IN VILLA RETAMA	167,00 €	167,00 €	167,00 €	167,00 €	167,00 €
Villa MIMOSA					
5 TH PAX ADULT IN VILLA V2E, PER DAY	167,00 €	167,00 €	167,00 €	167,00 €	167,00 €
5 TH PAX CHILD (3-12,99) IN VILLA V2E, PER DAY	FREE	167,00 €	FREE	167,00 €	FREE

For the Hotel

For the Travel Agency/Tour Operator

The clauses on page five of this Contract form part of the same.



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SUPPLEMENTS for DINNER ON 31st DECEMBER- THREE DIFFERENT OPTIONS PLEASE TAKE INTO ACCOUNT THAT GUEST ON HALF BOARD BASIS, DO NOT HAVE ANY DINING OPTION ON THE 31st DECEMBER, UNLESS THEY BOOK ONE THESE SUPPLEMENTS, ON 31st WE DO NOT OFFER THE REGULAR HALF BOARD DINNER IN ANY OF THE RESTAURANTS. **ONE OF THE THREE OPTIONS IS COMPULSORY FOR EACH CLIENT ON B&B OR ON HALF BOARD**

Supplements PER PERSON: HALF BOARD	THREE DIFFERENT OPTIONS (ONE OPTION IS COMPULSORY):	31/12/2019
GALA DINNER & NEW YEAR'S CELEBRATION, INCLUDING SHOW, ORCHESTRA, AFTER DINNER AND OPEN BAR (HB)		305,00 EUR
SPECIAL DINNER AT THE "a la carte" RESTAURANTS & NEW YEAR'S PARTY- (HB)		188,00 EUR
.SPECIAL BUFFET DINNER AT RESTAURANT "EL BERNEGAL" (HB) THIS OPTION IS ON REQUEST		183,00 EUR
CHILD (3-12) IN GALA DINNER (HB)		221,50 EUR
CHILD (3-12) IN A LA CARTE RESTAURANTS		139,50 EUR
CHILD (3-12) IN BUFFET "EL BERNEGAL" (HB) THIS OPTION IS ON REQUEST		135,50 EUR

Supplements PER PERSON: B&B	THREE DIFFERENT OPTIONS (ONE OPTION IS COMPULSORY):	31/12/2019
GALA DINNER & NEW YEAR'S CELEBRATION, INCLUDING SHOW, ORCHESTRA, AFTER DINNER AND OPEN BAR (BB)		346,00 EUR
SPECIAL DINNER AT THE "a la carte" RESTAURANTS & NEW YEAR'S PARTY- (BB)		229,00 EUR
SPECIAL BUFFET DINNER AT RESTAURANT "EL BERNEGAL" (BB) THIS OPTION IS ON REQUEST		224,00 EUR
CHILD (3-12) IN GALA DINNER (BB)		242,00 EUR
CHILD (3-12) IN RESTAURANTS A LA CARTE		160,00 EUR
CHILD (3-12) SPECIAL BUFFET AT RESTAURANT "EL BERNEGAL" (BB) THIS OPTION IS ON REQUEST		156,00 EUR

DETAILS

THIS YEAR THE NEW YEAR'S EVE DINNER OPTION IN THE BUFFET EL BERNEGAL IS ON REQUEST AND MUST BE CONFIRMED BY OUR RESERVATIONS BY THE TIME OF BOOKING AT reservations@bahia-duque.com

- ✓ PLEASE SPECIFY EXACTLY IN THE RESERVATION WHICH DINNER WAS CHOSEN BY THE CLIENT.
- ✓ THE SPACE IN ALL RESTAURANTS AND IN THE GALA DINNER IS LIMITED. THEREFORE A PROMPT RESERVATION IS RECOMMENDED. RESERVATIONS WILL BE ON A FIRST COME, FIRST SERVED BASIS.
- ✓ **GALA DINNER DRESS CODE:** BLACK TIE, LONG OR COCKTAIL DRESS./ **SPECIAL DINNER DRESS CODE:** SMART CASUAL
- ✓ GALA DINNER : Includes Gala Menu, Show, Orchestra after Dinner, and Black Label Open Bar.
- ✓ DINNER IN RESTAURANTS: Includes special menu with pairing wines, disco music and open bar of Spanish cava.
- ✓ DINNER BUFFET: It includes Wine and Water during the dinner, and includes disco music and open bar of Spanish cava

For the Hotel

For the Travel Agency/Tour Operator

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B). **DEPOSIT GUARANTEE / PAYMENTS**

1. All payments must be made 7 days prior to the client's arrival. Should pre-payment not be made, the hotel will cancel the reservation or get paid it from the clients.

SPECIAL PROMOTIONS

The following offers are only valid if published in brochure and specified in the contract. If they are specified in contract but not published they will not be valid.

1. EARLY BOOKING

Early booking is valid for ARRIVALS from 01.11.19 to 30.04.2020.

- + Reduction of **20 %** per person and day for all reservations made before the **30.09.2019**
- + Reduction of **15 %** per person and day for all reservations made between **01.10.19** and the **31.10.2019**.

Early Booking applies on all supplements and Half Board.

Early Booking applies on all the New Year's Eve Dinners options.

GUARANTEED ROOM NUMBERS FEE

The Hotel offers the possibility to guarantee any Villa number for the guest;

VILLAS: 100 Euros per stay (EB not applies)

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SPECIAL AGREEMENTS

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REMARKS:

1) Villa Rates are net (IGIC included) and per unit and per day. In case of any IGIC variation during the validity of this contract, we will reserve the right to apply this change in the contract rates, upon previous agreement between both parts.

Supplements are per person and day, unless otherwise stated. Baby cot is free of charge.

2) Half Board is compulsory **breakfast and dinner**. Different options in the A la carte restaurants and a buffet restaurant are at the disposal. A la carte restaurants have flexible opening hours. **The Restaurant Senzu Kazan is not included in the Half Board and there is no credit for Hotel clients and payable at the Restaurant(no possibility to charge the Dinner to the client's room). Dresscode: Men are not permitted to wear shorts at dinner**

3) VILLAS DESCRIPTION MAXIMUM CAPACITY (Babies count as a Pax)

- VILLA 1 Bedroom (LAS PALMERAS) 3 PAX, 3RD PAX WITH SUPPLEMENT
- VILLA 1 Bedroom (LAS PALMERAS) 2 ADULTS + 2 CHILDREN
- VILLA 1 Bedroom (LAS PALMERAS) **DOES NOT ACCEPT 3 ADULTS + 1 CHILD**
- VILLA DUPLEX 1 Bedroom (LAS RETAMAS) 3 PAX, 3RD PAX WITH SUPPLEMENT (Does not accept children or babies)
- VILLA 2 Bedrooms (LAS MIMOSAS) 5 PAX, 5TH PAX WITH SUPPLEMENT

Our check-in time is 15.00 h and check-out time is 12.00 h no

CHRISTMAS, NEW YEAR'S EVE AND EASTER PERIOD; MIN. STAY OF 5 NIGHTS

4) "Non shows" and cancellations charges:

8) Christmas and Easter period:

For ARRIVALS from **26.12.19** until **02.01.20** inclusive and from **03.04.20** until **14.04.20** inclusive if the cancellation is within 21-15 days prior arrival there will be a 25% charge of the complete stay. If the cancellation is within 14-8 days prior arrival there will be a 50% charge of the complete stay and within 7-0 days prior arrival there will be a 100% charge of the complete stay

Rest of periods:

Reservations cancelled between 3 days before arrival, will have a charge of 25% of the complete stay

Reservations cancelled between 2 days and 1 day before arrival, will have a charge of 50% of the complete stay

Reservations cancelled at the same day of the arrival and non-shows there will be a charge of 100% of the whole stay

6) The agreements of minimum stays, release and allotment signed in the present contract are subject to the availability reports that the Hotel may send at any time and which will modify the conditions stipulated in this contract.

7) The Travel Agency/Tour Operator shall not sell to the public, via their own or third parties website, at a price inferior to that resulting from an increase of a minimum 25% on the rates agreed in this document. Should the Travel Agency/Tour Operator not comply with this condition, the Hotel will have the right to terminate this present contract.

Brochure Contribution:

- The hotel must be published in the Client's catalogue/brochure with prior consent on content and photography used. Please always send a separate invoice and don't deduct the brochure contribution from the production. If the tour operator does not respect our modification request in the layout (or fails to send the proof of it), concerning text and pictures, the Gran Hotel Bahia del Duque Resort reserves the right of declining the above mentioned contribution fee, nor will be responsible for any claims due to possible errors in the brochure. **The payment will be 90 days after receiving the invoice.**

PAYMENTS FOR THE VILLAS

CIF: B-38550356
 ACCOUNT NUMBER: 0182 2354 88 0206007537
 SWIFT: BBVAESMMXXX
 IBAN NUMBER: ES70 0182 2354 88 0206007537
 BANK NAME: BBVA
 BANK ADDRESS: C/ La Marina, n°5
 38002 S/C Tenerife
 ACCOUNT'S OWNER: Inversiones Turísticas Casas bellas, S.L.
 Ayda. Francisco La Roche 15-17
 38001 – Santa Cruz de Tenerife

The contract is valid only if Villas are published in a brochure and/or website.

The above mentioned rates are understood to be in EUROS and it is agreed that invoicing and payments will be made in accordance with the terms and currency stipulated in Clause "B" of this present contract. In relation to any doubt or conflict arising from the interpretation or fulfillment of this contract, the parties agree to submit to the Spanish law and jurisdiction of the Courts and Tribunals of Santa Cruz de Tenerife, Spain.

Applicable markets: **UK**

Jurisdiction and arbitration in the Tribunals of Santa Cruz de Tenerife.

In Costa Adeje, Tenerife, on August 6, 2019

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For the Travel Agency/Tour Operator

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- Release Periods:** The "Hotel" agrees to maintain the availability of the number of rooms allocated to the "Travel Agency/Tour Operator" in accordance with the timings stipulated in Clause "A" of this contract and said timings are understood to be prior to each arrival date, having previously been confirmed by the Rooming List. Once this time limit has elapsed, the "Hotel" may dispose of any unused rooms, which have not been confirmed by the "Travel Agency/Tour Operator"
- Invoicing and Payments:** The "Hotel" will forward to the "Travel Agency/Tour Operator" all invoices pertaining to each and every one of their clients or group of clients and will attach to the same the original voucher or the corresponding Rooming List. The "Travel Agency/Tour Operator" agrees to pay the amount(s) stipulated on the previous clauses and invoice(s) for their client(s) within the time limit agreed in the section B of this present contract. A breach of payment conditions on behalf of the "Travel Agency/Tour Operator" will give the "Hotel" the right to cancel or suspend the contract providing payment is requested from the "Travel Agency/Tour Operator" and the amount outstanding is still not paid within a maximum of five (5) days from the date of request. This action will not affect the "Hotel" rights to exercise the corresponding legal action for the breach of contract.
- Clients Claims:** In accordance with the Spanish Law 21/1995, dated July 6th relating to package holidays, it is absolutely essential that the claims should be presented in writing, to the Hotel Manager during the client's stay. Any possible retention or deduction, for whatever reason effected unilaterally by the "Travel Agency/Tour Operator", to any payment without the previous authorization in writing by the hotel will not be valid and will be considered as a breach in the payment obligations on behalf of the "Travel Agency/Tour Operator" and will give the "Hotel" the right to automatically cancel the contract. No retention or deduction will be allowed providing that the claim had not been presented in writing to the hotel within the period of one year from the client's stay in the hotel.
- No Shows and Cancellations:** If after confirming a reservation the client should not arrive, the "Hotel" reserves the right to debit the "Travel Agency/Tour Operator" who agrees to pay the No-Show charge indicated in the Section 4 of this contract. Any cancellation should be advised in accordance with the time limits stipulated in the Section 4 of this contract and should this not be fulfilled the "hotel" reserves the right to debit the "Travel Agency/Tour Operator" and the "Travel Agency/Tour Operator" agrees to pay the same charge indicated for No-Shows indicated in the Section 4 of this contract
- Presentation of the hotel services:** The "Hotel" will provide to clients of the "Travel Agency/Tour operator" the services in line with its category. At the same time, the "Hotel" guarantees that should it be, due to its own fault, unable to accommodate a client with a corresponding reservation, it will provide alternative accommodation in another hotel of the same or superior category until such time as the "Hotel" has availability in the originally contracted establishment, when the guest(s) must be reinstated. Should the guest decide not to return to the originally contracted establishment, the difference in price between both establishments will be paid either directly by the guest or by the "Travel Agency/Tour Operator". Should a client be accommodated in an alternative hotel proposed by the "Travel Agency/Tour Operator", in the event of a difference in price, this should be absorbed by the "Hotel" providing this has been previously agreed and accepted.
- Non-Liability:** The "Hotel" does not accept liability for deficiencies, inconveniences or damages in relation to the accommodation, food and beverage and other hotel services which may originate as a consequence of any kind of alteration in the normal working activity within the hotel such as strikes, closure by proprietors, etc. The "Hotel" is also exempted from liability for all damages that could be suffered by clients, their person or their belongings, due to acts of terrorism, robberies or any criminal behaviour, which may occur within the hotel premises.
- Sales information:** The "Travel Agency/Tour Operator" will inform the hotel, in writing, at least every month about the sales situation and will provide further information in relation to the evaluation of the sales when requested.
- Force Majeure:** The agreement reached in this document will be deemed without any effect, whatsoever in case of "force majeure", such as wars, catastrophes, epidemics, strikes and similar
- Confidentiality of the contract:** The clauses and conditions of this present document are confidential; therefore the "Travel Agency/Tour Operator" is obliged to keep them as such. At the same time the "Travel Agency/Tour Operator" agrees that they will not establish public price comparison of the contracted hotel with other agencies or Tour Operators who may have an allotment reserved in the same hotel
- Modification of the contract and communications:** Any possible modifications related to this present contract must always be made in writing and by mutual agreement on the understanding that the rest of the contract will remain in force
- Duplication of contracts:** In case of discordance between the agreements stipulated in this contract and those agreed in any other contract previously signed by the parties, it is understood that those of this present contract will prevail
- Advertising and presentation in brochures:** The "Travel Agency/Tour Operator" agrees to feature the Hotel object of this contract, in its main brochure with photographic material, written description and the corresponding logo. A copy of the brochure should be in hands of the "Hotel" at least 15 days before the start of the season and all the contracted beds/rooms should be put up for sale
- Jurisdiction and arbitration:** For any questions that may arise from the interpretation or execution of this agreement, the Parties will renounce their rights and submit themselves to the Jurisdiction of the Low Courts and Tribunals of Santa Cruz de Tenerife
- Applicable Law:** The present contract is governed by and construed in accordance with Spanish law. Each party submits to the jurisdiction of Spanish Courts.

Additional Clause: The Travel Agency/ Tour Operator acts in this Agreement in name and on behalf of its representative, with join and several responsibility and assumes expressly and voluntarily all the rights and obligations derived from this Agreement, according to articles 1140 and following of the Spanish Civil Code

For the Hotel

For the Travel Agency/Tour Operator

The clauses on page five of this Contract form part of the same.