

Pº de Reding 22 - 24
29016 Málaga, Spain
Tel. (+34) 952 603 000



RATE AND INVENTORY AGREEMENT

Season: YEAR 2024

TOUR OPERATOR / AGENCY: EXCLUSIVE SPAIN (EXCLUSIVE TRAVELS PLUS S.L.)

Address: c/ Cruz de la Atalaya 7, Pozuelo de Alarcón 28223

Tel: 639 001 567

E-mail: bbunzl@exclusivespain.es

NIF / VAT Nº: B-86570835

Contact Person: Beatriz Bunzl

Position:

GRAN HOTEL SANTOS MIRAMAR	Premier	Deluxe	Deluxe Sea
Low Season			
02/01/2024 – 29/02/2024 03/11/2024 – 19/12/2024	134,00 €	154,00 €	214,00 €
Shoulder Season			
01/03/2024 – 21/03/2024 30/09/2024 – 02/11/2024	144,00 €	170,00 €	230,00 €
High Season			
01/04/2024 – 30/06/2024 01/09/2024 – 29/09/2024	160,00 €	180,00 €	240,00 €
Extra Season			
01/01/2024 – 01/01/2024 22/03/2024 – 31/03/2024 01/07/2024 – 31/08/2024 20/12/2024 – 31/12/2024	184,00 €	204,00 €	264,00€

• Rates are per person / per day.

Supplements & Discounts	
FREE	Cot Supplement from 0 to 1,99 years.
55,00 €	Children's Supplement - from 2 to 11,99 years.
85,00 €	3rd Adult Supplement on BB after 12 years old.
10% Dto	Single Use discount based in room rate double occupancy.

Room Occupancy	
	Premier Room: Max occ 2ad + 1 cot under 2 years
	Deluxe Room: Max occ 2ad + 2 ch / 3 adults

EXCLUSIVE TRAVELS PL S.L.
NIF: B-86570835
www.ARTSEXCLUSIVESPAIN.COM

Pº de Reding 22 - 24
29016 Málaga, Spain
Tel. (+34) 952 603 000

GRAN HOTEL
MIRAMAR

★★★★★
Hoteles Santos

LEADING
HOTELS

Minimum stay Policy:

- Low season: 1 nights
- Shoulder season: 2 nights
- High: 3 nights
- Extra season: 5 nights

Promotions:

- **Non Refundable** (to apply in all contract dates)
10% discount for reservations made 10 days prior to the check-in date.
No cancellations or modifications are allow.
Cancellations will incur on a 100% cost of total stay as cancellation fee.
- **Minimum Stay 3 nights** (to apply ONLY in LOW, SHOULDER AND HIGH season dates)
10% Discount with a minimum stay of 3 nights.
Offer valid for reservations made at least 7 days prior to the check-in date.
Free cancellation until 7 days prior de arrival date.
Cancelations with less than 7 days the arrival date, will incur in a 100% of total the stay as cancelation fee.
- **Minimum Stay 5 nights** (to apply in all contract dates)
15% Discount with a minimum stay of 5 nights.
Offer valid for reservations made at least 7 days prior to the check-in date.
Free cancellation until 7 days prior de arrival date.
Cancelations with less than 7 days the arrival date, will incur in a 100% of total the stay as cancelation fee.
- **Early Booking** (to apply in all contract dates)
20% discount for reservations made 60 days prior to the check-in date.
No cancellations or modifications are allow.
Cancellations will incur on a 100% cost of total stay as cancellation fee.

** All offers and promotions are not cumulative.

GENERAL TERMS & CONDITIONS

1. Rate Conditions:

Rates: The rates for guest rooms at Hotel's facility are specified on the rate and conditions provided above. Rates are in Euros and are applicable per person and night. Breakfast buffet is included. All rates are non-commissionable.

Taxes: All room rates quoted are net, non-commissionable and includes all applicable taxes (current, tax rates are: 10%.) Rates are per room per night. The percentages specified are subject to change by government regulation and may be payable by Company on the margin applied to the guest rooms over and above the room rate. Rates valid only for individual reservations.

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.

EXCLUSIVE TRAVELS PL S, S.L.
C.I.F. B81070815
www.artsexclusivespain.com

Pº de Reding 22 - 24
29016 Málaga, Spain
Tel. (+34) 952 603 000



Option 2: PRE-PAY ACCOUNT:

SEVEN (7) 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 thirty (30) 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: Inmaculada.prieto@hsantos.es

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.

The payment must always be made by bank transfer to the account below. No other payment method will be accepted.

COMPANY: H. SANTOS D., S.L.
ENTITY: Banco de Santander Central Hispano SA
IBAN CODE: ES30 0049 5853 9022 1611 8634
SWIFT CO: BSCH/ES/MM/XXX

2. Marketing and appearance in brochure:

All Hotel trademarks and content must be obtained by the hotel and it must be posted by the touroperator/agency in its brochure and website in accordance with the hotel guidelines.

A copy of the brochure must be received by the hotel before the season for hotel's approval.

3. Voucher: The tour operator or agency's voucher must specify all services purchased by the guest. Any service rendered to the guest not included in the voucher will be charged to the guest at official hotel prices.

4. Suggested Mark Up and Rate Distribution: The suggested mark up will be 25%. Not valid for Online & Internet sales // B2C Not valid for Online sales // BB2C Not valid for Online B2C sales.

5. Allotment:

Low & Shoulder Season

CATEGORY	ALLOTMENT	RELEASE PERIOD
Premier Room	1	14 days
Deluxe Room	1	14 days

High & Extra Season

EXCLUSIVE TRAVELS PL, S, S.L.
C.I.F.: B-8520855
WWW.EXCLUSIVESPAIN.COM

Pº de Reding 22 - 24
29016 Málaga, Spain
Tel. (+34) 952 603 000



CATEGORY	ALLOTMENT	RELEASE PERIOD
Premier Room	1	28 days
Deluxe Room	1	28 days

6. Cancellation and no show Policy:

Low, Medium and High Season:

- Cancellations with more than 2 days before arrival: FREE
- Cancellations between 1 and 2 days before arrival: Charge of one night
- Cancellations with less than 1 day before arrival: Charge 100% stay

* No shows charge 1 night and cancel remaining reservation

Extra season:

- Cancellations with more than 7 days before arrival: FREE
- Cancellations with less than 7 days before arrival: Charge 100% Stay

* No shows charge 100% of stay and cancel remaining reservation.

All season: Early Check Out: 100% of remaining nights shall be charged as penalty (Total stay)

7. Agreement regarding good practices in Digital advertising & distribution.

The TO / agency expressly recognises that the hotel is the legitimate holder of all the brand names relating to it, including commercial names and emblems, in the widest sense, as much as the named hotel and the hotel chain to which it belongs to. In this sense, the TO / agency recognises that they do not have the authority to use the mentioned brand names (and their derivatives) or content in any way, shape, form or media, from now and in the future, for whatever purpose or distinctive use unless expressly stated in the present contract.

In particular, during the term of this agreement and after, the TO / agency, their affiliates and / or third party Website owners:

- Can not, in any moment, without the prior written consent of the hotel, adopt or use any word, name, symbol, device or brand / trademark, including but not limited to any trademark, design, logo, brand image, photography or any reproduction of the properties, Internet domain name, nor any reference to the aforementioned which can, resemble or cause confusion regarding their use.
- Can not bid, or buy rights with regard to the positioning of keywords / phrases in Google AdWords, or incorporate any of the registered trademarks of the hotel or its brand within the AdWords platform.
- Can not use any of the registered trademarks or named commercial property(s) of the hotel or of the hotel group that relates to them, like HTML labels or tags on other Web sites, nor will they use them as <meta> labels in any case whatsoever.



Pº de Reding 22 - 24
29016 Málaga, Spain
Tel. (+34) 952 603 000



- D) Will not use any advertising method that superimposes links, or banners on Web sites, or windows on any browser, or any other method, known or will be developed in the future to generate Web traffic, without the prior written consent of the hotel.
- E) Will not permit or agree to the use by third parties of registered trademarks, commercial names or content, words, names, symbols, other devices (in their biggest sense) including any trademark/ brand, design, logo, image, Internet domain name, URL address, or electronic commercial site that incorporates or relates to in all or part, or is similar to the hotel or to the hotel group.
- F) Equally, the TO / agency is obliged not to register, directly or indirectly, any of the trademarks or content, words, name, symbols or brand in their biggest terms already described in the previous sections, including Internet domain, URL address or commercial site that are equally similar, or that can cause confusion with any of the registered brands, name or emblems in use by the hotel, or by the hotel group to which they belong.
- G) The previous agreements relate directly to the TO / agency, who will not make any of these mentioned actions, be it directly or via third parties, to include the commercialisation of stated tourist packages on any digital distribution platform not authorised by the hotel.

The breach of these previous agreements will give the hotel right to seek compensatory damages, to which they have the power to claim, amongst others, the upper costs for maintaining their position within Search Engines or the losses from commissions caused by third parties not authorised to act on their behalf.

10. - The Hotel reserves the right to cancel this contract in case of breach of any of the above clauses

ACCEPTED AND AGREED TO:

EXCLUSIVE SPAIN

By Beatriz Bunzi

Date 19/02/2024

GRAN HOTEL MIRAMAR 5* GL

By Sara Errazquin / Sales Manager

Date 19/02/2024

