



Hotel Contract	H10 croma malaga ****		
Company/Tax ID	Doncella Inversiones S.L.	B93603553	
Hotel Address	Calle Prim, 4	29005 - Málaga (España)	
Telephone Represented by	(+34) 952065190	María Vergara	
Sales & Contracting Email Telephone	Angela Escalona	comercial.hcg@h10hotels.com	(0034) 689 70 17 17
Reservations Email Telephone	reservas.hcg@h10hotels.com	(+34) 952065190	

T.O Tax ID	EXCLUSIVE TRAVELS PLUS S.L.	B86570835
Address	CL CRUZ DE LA ATALAYA N 7 EDIFICIO 9.2.2 28223, POZUELO DE ALARCON (MADRID)	
Telephone Fax Represented by	M +34 639 001 567	Beatriz Bunzl
Sales & Contracting Email Telephone	Beatriz Bunzl	bbunzl@exclusivespain.es
Stop Sales Email Offers Email Invoicing Email	bbunzl@exclusivespain.es	bbunzl@exclusivespain.es

Season & Source Market 2024 RATES - USA MARKET ONLY - 100% PACKAGED SALE

Season	A		B		C		D		E		F		G		H	
	From	To	From	To	From	To	From	To	From	To	From	To	From	To	From	To
Dates	01.01	31.01	01.02	29.02	11.03	21.03	01.03	10.03	21.06	18.07	19.07	09.08	22.03	27.03	28.03	30.03
Release	2		2		2		2		2		2		7		7	
Minimum Stay	1		1		2		2		3		3		3		3	

RATES PER ROOM / PER NIGHT / FOR MINIMUM OCCUPANCIES. See supplements for additional occupancies									
Room Category	Week Days	A	B	C	D	E	F	G	H
Double Superior	S-M-T-W-TH	150,00 €	160,00 €	170,00 €	195,00 €	205,00 €	225,00 €	250,00 €	275,00 €
	F-SAT	160,00 €	170,00 €	185,00 €	215,00 €	225,00 €	250,00 €		
Junior Suite	S-M-T-W-TH	210,00 €	220,00 €	230,00 €	255,00 €	265,00 €	285,00 €	310,00 €	335,00 €
	F-SAT	220,00 €	230,00 €	245,00 €	275,00 €	285,00 €	310,00 €		

S: Sunday | M: Monday | T: Tuesday | W: Wednesday | Th: Thursday | F: Friday | SAT: Saturday

Supplements for additional occupancies		
Child (2-11)	40,00 €	To apply on Junior Suite
Adult (12-99)	50,00 €	To apply on Junior Suite

Room Category	Room Capacities		Allotment	Remarks
	Minimum	Maximum		
Double superior	1 2	2	On request	3 adults not allowed
Junior Suite	1 2	2+1 3	On request	

Baby cot in all room types (on request) - Babies from 0 to 2. Not allowed when maximum capacity is reached

Offers					
Code	Discount	Booking Windows		Travel Days	
		From	To	From	To
Early Booking 1	15%	contracting date	31.10.2023	01.01.2024	31.12.2024
Early Booking 2	15%	01.11.2023	30.11.2023	01.03.2024	31.12.2024
Long Stay from 5 nights	10%	contracting date	31.12.2024	Season A + Season B + Season C	

Offers are not cumulative. Different offers will not be accepted in the same reservation.

EXCLUSIVE TRAVEL

Signed on behalf of the Hotel
P.O.

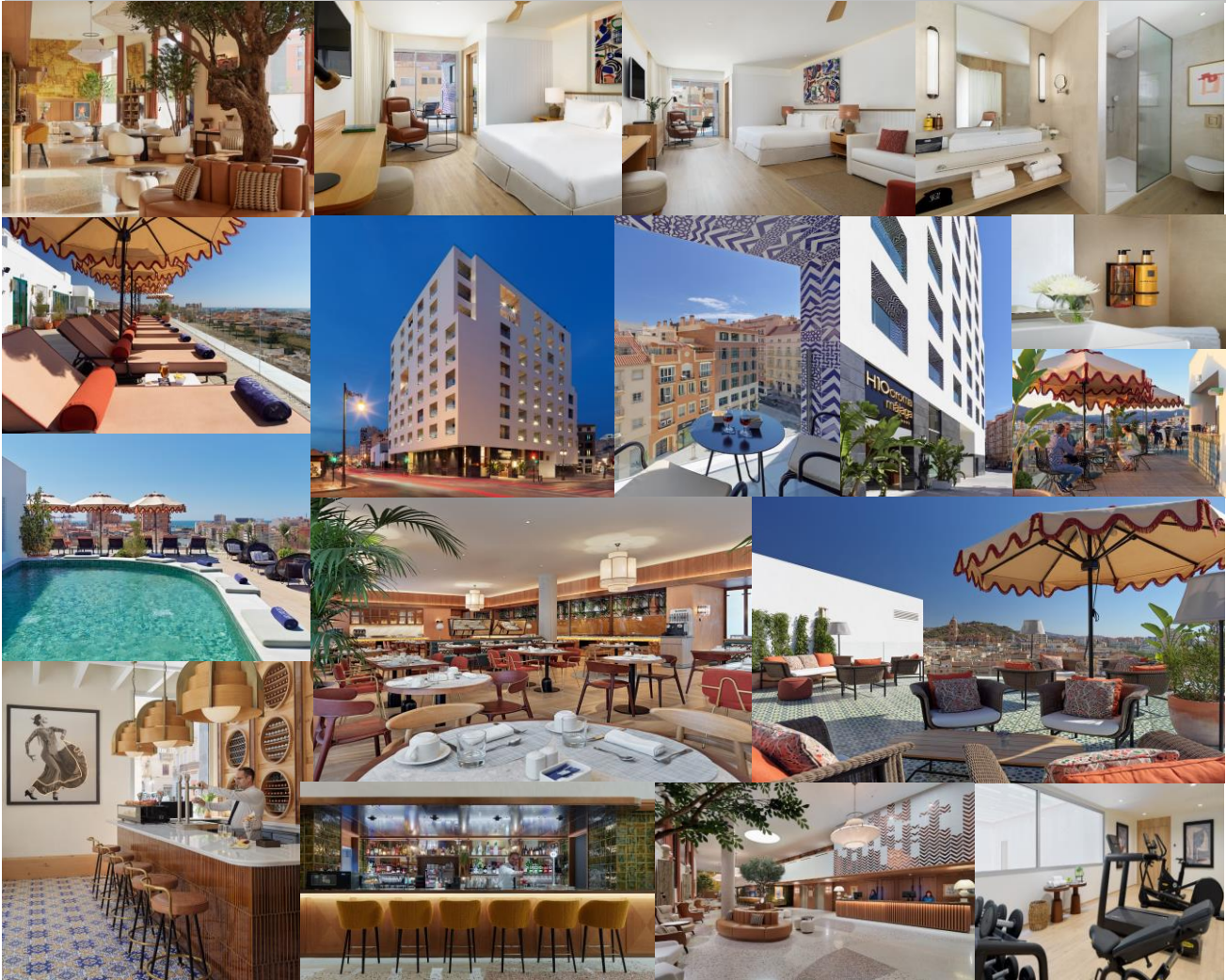
DONCELLA INVERSIONES S.L.
H10 CROMA MALAGA
CIF: B93603553
C/ Prim, 246
29005 MALAGA

Signed on behalf of the Agency



CONTRACT CONDITIONS	
1	Rates are per Room with the maximum capacity per Night in Bed & Breakfast. Taxes included. Net of commission. In Euros. Additional occupancies have an extra cost as per supplements details
2	Travel Packages: These rates are valid only for Packaged Sales . The Agency must bundle all guest rooms made available through the Hotel Agreements in a packaged travel product that is, at a minimum, a guest room and at least 1 of the following: airline tickets, train tickets, transfers, an overnight cruise, a car rental or another meaningful component ("Travel Packages") before the Agency or its B2B Partners sell such guest rooms to retail customers. For the avoidance of doubt, under no circumstances may guest rooms made available through the Hotel Agreements be sold by the Agency or its B2B Partners on a retail website in a room-only or unbundled manner. Not valid to be published for Hotel Only, b2c, b2b2c, Flash Sale (directly or indirectly).
3	FIT rates & Contract Conditions offered within this contract are strictly confidential and valid only for selling through traditional TTOO. At the same time, the T.O is responsible at any time during the duration of this contract to ensure the FIT rates offered are not disclosed online under any circumstance and must be always B2B, packaged and offline. The breach of the clause above will result as a permanent cancellation of the contract.
4	Allotment valid until stop sales notice from the Hotel.
5	Minimum Stays: Shorter stays can be requested under an additional supplement to be confirmed by the Hotel.
6	Add Values in All Rooms: Furnished terrace, welcome drink at check in time; bathrobe & slippers; Ritual's Amenities, Coffee machine with daily refill, TV 50" with Chromecast, ceiling fan and climate control, WIFI
7	Any Group from 5 rooms: Always On Request. NOT Valid for MICE Segment. Cancellation policy & No Shows
8	Seasons A,B: no penalties up to 24 hours before of guest arrival. After 24 hours: 1 night will be invoiced.
9	Seasons C,D,E,F: no penalties up to 72 hours before of guest arrival. After 72 hours: 2 night will be invoiced.
10	Seasons G,H: no penalties up to 7 days before of guest arrival. After 7 days: 100% will be invoiced.
11	NO Shows: 100% charges.
12	Due to health crisis, we inform you that the Hotel may be obliged to limit or modify some of the services offered during the stay of our guests.

Hotel Pictures. Please use the following information and pictures in the brochure and website.



Signed on behalf of the Hotel
P.O.

DONCELLA INVERSIONES S.L.
H10 CIBRA DE MALAGA
CIF: B28099929
C/ Pinar, 246
29005 MALAGA

Signed on behalf of the Agency



ADDITIONAL CONDITIONS

- 1 Release period: The Agency agrees to send the reservations in sales and report. The release period makes reference up to the date that the Agency can sold the allotment, after this deadline the Agency has to contact the Hotel for additional allotment on request.
- 2 Cancellations and No-Shows: If the guest cancels or does not show up once the reservation is confirmed, the Hotel shall be entitled to charge the Agency, which will be forced to pay as detailed in page number 2
- 3 Invoicing and payment: The Hotel will forward to the Agency the invoices for each one of its clients or groups of clients, attaching a copy of the original voucher, reservation or rooming list. The Agency agrees to pay the amount (s) due for invoice (s)of its clients 1 week before guest's arrival. Any discount or deductions from the total amount may only be applied with the Hotel's written consent. Failure to comply with this term shall give the Hotel the right to automatically rescind this contract without previous notification. In this case, the Hotel is empowered to refuse lodging any guests sent by this Agency, or demand payment in advance for their stay. This will take effect from the moment the Agency breaks any agreed payment condition.
- 4 Force Majeure: The terms of this agreement shall be rendered null and void in the event of force majeure such as war, strikes, catastrophes, epidemics and any other analogous cases.
- 5 In exception to the contract agreement, the Hotel could cancel as much as reservations as necessary by consequence of an epidemiological infection of a contagious disease (except influenza or any other disease with a known authorised vaccine except for Covid-19); and after the signature of this contract agreement, if a competent public authority demands the close down of the Hotel, bans the gathering of people in the same location the Hotel is placed or imposes mobility or travel restriction measures at the client location, in a manner which prevents travelling to the Hotel and their accommodation during the contract dates, it will therefore be decision of the Hotel the closure of the establishment until the restoration of normalcy. The cancellation in the mentioned terms would not incur the payment of compensation or the obligation to find an alternative for accommodation by the Hotel side, although the Hotel could collaborate with the greatest diligence.
- 6 Jurisdiction: Both parties, specifically waiving any other venue which may apply, agree to be bound by Spanish law and the courts and tribunals of the city of Barcelona and its hierarchical superiors for any litigation regarding the interpretation or compliance of this agreement.
- 7 Confidentiality: The terms of this agreement are confidential, so the Agency undertakes not to divulge economic terms of this agreement or to assign or subcontract the rooms booked hereunder to other agencies or private individuals not associated with the Agency.
- 8 The Agency is authorised, on a non-exclusive basis and only during the term of this agreement, to use the name, photographs, images, designs, texts, logos, trademarks and other distinctive signs owned by the Hotel and provided for its products and services, so that the Agency may use them in connection with the services rendered hereunder, i.e., for the sole purpose of marketing hotel rooms. The Hotel warrants to the Agency that such use does not infringe third party rights.
- 9 Copyright: The Agency warrants to the Hotel that it will use the names, photographs, images, designs, texts, logos, trademarks and other distinctive signs owned by the Hotel responsibly and that it will not harm the image of the hotel chain or cause confusion regarding ownership (by erroneously leading potential Internet clients to believe they are dealing directly with the Hotel's website) or use or distribute false or incorrect information. Under no circumstances does this authorisation entitle the Agency to use the Hotel's trade names or trademarks in the "html" codes of the Agency's website.
- Personal Data Protection: The Parties undertake to comply with the provisions of current data protection legislation and, in particular, with Regulation (EU) 2016/679 ("GDPR") and Organic Law 3/2018 of 5 December on Personal Data Protection and the safeguarding of digital rights, as well as with any implementing regulations thereof.
- The personal data of the employees or collaborators that each Party submits to the other will be used solely and exclusively for fulfilling the purposes of this contract during the validity period thereof. Once the contractual relationship is over, the data may only be kept and used to comply with legal requirements.
- Both parties are expressly prohibited from transferring the personal data obtained in accordance with the provisions of this section to third parties, unless said transfer is necessary for the performance of this contract or to comply with a legal requirement. Data subjects may exercise their rights of access, rectification, erasure, restriction of processing, portability and objection to automated individual decision-making before the other Party and may lodge a complaint with the Spanish Data Protection Agency for any breach of data protection regulations attributable to the other party.
- If, in order to fulfill the stipulations of this contract, one of the Parties must access and process personal data for which the other Party is the controller, the Parties undertake to comply with the provisions of Article 28.3 of the GDPR by signing a data processing contract.
- 11 All companies linked to the H10 HOTELS GROUP require their customers and suppliers to comply with the highest ethical and professional standards, both internally and externally, in their business and commercial relations. Consequently, H10 Crona Malaga claims to be aware of the Code of Ethics published on the corporate website of the H10 HOTELS GROUP (www.h10hotels.com) and undertakes to comply with it and follow it during the performance of this contract, undertaking to inform its workers and dependents about it and ensuring that they comply with it and follow it.
- 12 The Agency warrants to the hotel that it has implemented the organisation and technical security measures, which are necessary to guarantee the safety of personal data and prevent their alteration, loss or unauthorised use and/or access.
- 13 Amendments. Amendments to this agreement must be in writing and by mutual agreement. All clauses not affected by such amendments will remain in force.
- 14 Exclusions: H10 Hotels does not allow FIT rates distribution to the following b2b partners: Abreu, Albatravel-WHL, Agoda, Alpharooms, Amoma, Atrapalo, British Airways Holidays, Booking.com, Broadway Travel-Bedwithease, Cancelon, Centraldereservas.com, Ctrip, Destinia, Dida Travel, Edreams, Evoline, Escalabeds, Etrip, Europlayas, Finthotel, Flixbeds, Galahotels, Geostar, Geostar, Gowai, Hotelbeds, Hotelquick, Hotelsclick, Hotusa-Keytel-Restel, Hotels4U, Instant Travel, Jetzholidays, LCI-MTC, LMX-Last Minute Exprés, Lotravel, Logitravel, Loveloholidays, Lowcostbeds, Magicrooms, Medina Reisen, Muchovaje, Nui6, Nustay, Oceanbookings, Olympia, Olympia Europe-Go Global Travel, Otels, Onthebeach, Otel.com, OTS-MTS, Prestigia, Quehoteles, Roomid, Rumbo, Sky Tours, Skoosh, Sembo, Solbooking, Solole, Stayforlong, Stuba, Sunshine.co.uk, Thomas Cook, Travelrepublic, Trip.com, Travelup, Tui.com, Veturis, Vika Hoteles, You Travel, Webbeds-Sunhotels, Welcomebeds-WIS, Xpur, W2M, Zenhotels, 7ideas. Additional partners could be included at any time.

Signed on behalf of the Hotel

Signed on behalf of the Agency

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C/ Prím, 245
29005 MÁLAGA