

Dear Partner,

We are pleased to send you herewith the 2020 FIT Contracts for:

- [Belmond Hotel Cipriani, Venice](#)
- [Belmond Hotel Splendido, Portofino](#)
- [Belmond Villa San Michele, Florence](#)
- [Belmond Castello di Casole, Tuscany](#)
- [Belmond Hotel Caruso, Ravello, Amalfi Coast](#)
- [Belmond Grand Hotel Timeo, Taormina](#)
- [Belmond Villa Sant'Andrea, Taormina Mare](#)
- [Belmond La Residencia, Deià, Mallorca](#)

We kindly ask you to fill in all the compulsory fields (in orange) with your company details and to sign each contract and the general conditions so the agreements become effective. For your quick reference, you can follow these steps:

- Click on "Start" (the yellow label on the left side of the page);
- Click on "Click here to sign": you can choose to type or draw your signature or to use an image; once signed you can click on "apply";
- Click on "Next" to proceed to the next step (in this way you will not skip any of the compulsory fields);
- Fill in all the required fields ("company name", "registered number", "registered address", "invoicing address", etc.)
- Click on "Next" to proceed to the signature page: sign and fill the required fields ("name", "status", "date"). Kindly note that a second signature is required at the end of the same page;
- Once all the compulsory fields have been filled in, on the last page of the contract you can click on "Click to sign";
- The following message will be displayed "You have successfully signed the agreement XXXX". You can decide to download a copy of the signed contract from the same page. You will also receive in few seconds an e-mail with a pdf copy of the signed contract for your records.

Please note that if the compulsory fields and signature are not duly filled in, the agreements will not be activated and our reservations office will not be able to apply the F.I.T. rates and conditions to your booking requests. If you need to delegate this document to an authorized party for signature, please do not forward the email, you will find a link to delegate on the e-mail you received.

We kindly ask you to follow the above mentioned procedure **within 15** days from today. After that date, the agreement will be automatically void and will consequently be offered to one of the potential new Partners on our waiting list.

Please do not hesitate to contact us in case you need any further information or assistance.

We look very much forward to welcoming and pampering your guests in our properties in 2020 to the mutual benefit of our companies.

Thanks and best regards,

Sofia Peluso
Director of Sales Italy, Spain and Portugal
T: +39 01 852 678158



BELMOND
HOTEL CIPRIANI
VENICE

TOUR OPERATOR CONTRACT – F.I.T

Cover Sheet

Company	Company Name: Hotel Cipriani SpA Registered Number: 1996/7309 TRIBUNALE DI VENEZIA Registered Address: Giudecca 10, Venice 30133, Italy
Hotel	Belmond Hotel Cipriani
Tour Operator	Company Name: Registered Number: Registered Address:
Tour Operator Contact Details	Contact Name: Contact Telephone: Contact e-mail address:
Tour Operator Primary Email Address	
Stop Sale Email Address	
Invoicing Address	
Tour Operator VAT Number (or equivalent Tax identification number)	
Tour Operator Trade Memberships (insert, e.g. ASTA, ABTA, ATOL)	
Belmond Reservations Department	Reservations F.I.T. Department up to a maximum of 7 rooms per night. Tel : +39 0185 2353 451 Email : reservations.cip@belmond.com Note: this contract does not apply to bookings of 8 rooms or more. To make a group


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	booking, please contact: Reservations Groups Department Tel: +39 0185 2678 439 Email: ita.seso@belmond.com
Maximum Rooms (per Booking)	This Contract only applies to Bookings of up to 7 rooms.
Start Date	12.00 noon on 20 th March, 2020 (opening date of hotel)
End Date	12.00 noon on 8 th November, 2020 (closing date of hotel)
Permitted Media (list Trade Clients' permitted media e.g. website domain names, branded brochures)	Tour Operator's brochure and Tour Operator's website(s) (to the extent the domain name of such website is substantially comprised of the Tour Operator's name) Trade Client's permitted media:
Trade Clients	
Currency	Euros
Package Price and Offers	See Schedule 1 below (which may be amended by the Company by not less than 20 Business Days' notice in writing to the Tour Operator from time to time)
Blackout Dates	The following dates: Buy out: 30 April – 03 May 2020 (4 nights) Buy out: 26-29 June 2020, (3 nights) Buy out: 13-15 November 2020 (2 nights) and any additional dates notified to the Tour Operator by the Company from time to time.
Special Events Dates (rates and availability on request only)	Redentore Feast: 17-19 July 2020 (included), 3 nights Venice Film Festival: 2 – 12 September 2020 (included), 11 nights and any additional dates notified to the Tour Operator by the Company from time to time.
Free Sale Release Dates and On Request categories	Free Sale <ul style="list-style-type: none"> • Double Room Garden View balcony or terrace • Double Room Lagoon View balcony • Double Room St. Mark's View • Junior Suite Garden View balcony • Junior Suite Pool View balcony or terrace • Junior Suite Lagoon View balcony or terrace <p>Tour Operator can make Bookings of up to one of each of the above room categories per night provided that ("Free Sell Bookings"):</p> <ul style="list-style-type: none"> • the Belmond Reservations Department receives the Booking confirmation no later than (1) in the case of low/medium season Bookings (March 20, 2020 to April 29, 2020 and October 1, 2020 to November 7, 2020) 72 hours prior to 2pm on the arrival date of such Booking; (2) in the case of high season Bookings April 30, 2020 to September 30, 2020 7 Business



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	<p>Days prior to 2pm on the arrival date of the applicable Booking;</p> <ul style="list-style-type: none"> • the start and/or end date of the Booking does not fall within any Blackout Dates, Special Event Dates and stop sell dates (as set out on this Cover Sheet and any additional Blackout Dates, Special Event Dates and stop sell dates as notified to the Tour Operator from time to time); • the Tour Operator notifies the Hotel immediately in writing that a Booking has been made and in any event no later than 12 hours after confirming the Booking to any of the Guest(s) who have made such Booking. <p>Any Booking that is not a Free Sell Booking shall not be confirmed until the Belmond Reservations Department has confirmed such Booking in writing.</p> <p>Any stop sell dates notified by the Hotel or the Belmond Reservations Department to the Tour Operator from time to time will be effective 12 hours after such notification has been sent by the Hotel or the Belmond Reservations Department.</p> <p>On Request Categories</p> <p>The following Hotel room categories may only be booked with the prior written consent of the Belmond Reservations Department:</p> <ul style="list-style-type: none"> • Single Room • Double Room Lagoon View • Double Single Use Lagoon View • Suite Garden View • Suite Lagoon View balcony or terrace • Suite Exclusive Lagoon View • Suite Palladio • Suite St. Mark's View • Suite Dogaressa
<p>Payment Terms</p>	<p><u>PREPAYMENT</u></p> <p>The Tour Operator shall make full payment for the Booking to the Company 15 Business Days prior to check-in (whether the Guest and/or applicable Trade Client has paid the Tour Operator or not) unless stated otherwise in Schedule 1.</p> <p>If a Booking is confirmed to the Tour Operator less than 15 days prior to the arrival date, the Tour Operator shall make full payment for the Booking to the Company within 24 hours of the Booking being confirmed to the Tour Operator.</p> <p>Late prepayments may, at the Hotel's discretion, result in cancellation of the Booking.</p> <p>Payments must be made in Euros, reflecting the total invoice amount, via bank transfer, to Company's bank account details of which are set out below:</p> <p>Bank: Banca Nazionale del Lavoro Spa Agency: Largo Eros Lanfranco, 2 16121 Genova, Italy Account Name: Hotel Cipriani Spa</p>


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	<p>IBAN: IT 19 L 01005 01400 000000002006</p> <p>SWIFT: BNL I I TRR XXX</p> <p>Every payment must clearly state reference the clients' names, dates of stay and the Company's invoice number. All bank charges are payable by the Tour Operator.</p> <p>The credit facility does not affect the Company's cancellation terms of this Contract defined in Schedule 1.</p> <p>DEPOSITS</p> <p>For individual Bookings of 1 or more related rooms (up to 7), exceeding the amount of EUR 20000 (twenty thousand Euros), the Company reserves the right to request a deposit and apply a different cancellation policy from the one specified above, such cancellation policy may be notified to the Tour Operator by the Company/Hotel from time to time.</p> <p>The Company may change the payment terms applicable to any Booking from time to time by notice to the Tour Operator provided that such changes impose payment terms that are more strict than the payment terms set out above.</p>
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- A. The Company owns and operates the Hotel(s).
- B. Subject to earlier termination in accordance with the terms of this Contract (being the Cover Sheet and the attached Schedules, as amended or varied by the Parties in writing from time to time), the Company hereby authorises the Tour Operator to sell during the Term (excluding Blackout Dates) Arrangements as part of a Package on a non-exclusive basis as principal. The Tour Operator hereby acknowledges that all Arrangements are subject to (i) payment in full when due, (ii) the Company's right to refuse admission to any Guest and (iii) availability and it being expressly agreed by the Tour Operator that the Company may on not less than 20 Business Days' notice from time to time, close access by the Company to any Package Price.
- C. This Contract is subject to Belmond's FIT Tour Operator (Non Groups) General Terms available at <https://belmondcdn.azureedge.net/pdfs/FITNonGroupTermsJuly2019.pdf> which are deemed incorporated into this Contract as "Schedule 3" and by signing this Contract you agree to those terms.
- D. The Tour Operator may not (and shall procure that none of its Associates or any Trade Client shall) make or advertise Room Only Bookings without the prior written consent of the Company.
- E. This Contract replaces any existing agreement(s) between the Parties (or the Tour Operator and any member of the Belmond Group) regarding Arrangements and/or Bookings (which agreement(s) is/are terminated as a result, save in respect of any claim either Party may have against the other for antecedent breach thereof and in respect of Bookings already confirmed by the Company before the date of this Contract in which case any prior agreement or arrangement shall apply to those Bookings).

Signed by an Authorised Representative on behalf of the Company

Signature	
Name	Sofia Peluso
Status	DOS Italy, Spain & Portugal
Date	30/10/2019

Signed by an Authorised Representative on behalf of the Tour Operator

Signature	
Name	Rodrigo Garza Medina
Status	President & Owner
Date	03-December-2019


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Schedule 1

Package Prices, Offers, Amendments and Cancellation Charges

1. RATES, TAXES AND CHECK-OUT POLICIES

Belmond Hotel Cipriani		Low Season		High Season	
Rates 2020 in EUROS		20 March - 29 April 1 October - 7 November		30 April - 30 September	
Room Type		F.I.T. Rates BB	F.I.T. Rates BB (10% VAT incl.)	F.I.T. Rates BB	F.I.T. Rates BB (10% VAT incl.)
Single Room	Single room	479	527	583	641
Double Room	Single occupancy Lagoon View	907	998	1.104	1.214
	Single occupancy Lagoon View w/balcony	1.065	1.171	1.296	1.425
Double Room	Garden view balcony/terrace	851	936	1.035	1.139
	Lagoon view	945	1.040	1.150	1.265
	Lagoon view with balcony	1.103	1.213	1.342	1.476
Junior Suite	Garden view with balcony	1.449	1.594	1.763	1.939
	Pool view with private terrace	1.670	1.836	2.032	2.235
	Lagoon view balcony/terrace	1.796	1.975	2.185	2.404
Suite	Garden view	1.827	2.010	2.223	2.445
	Lagoon view balcony/terrace	2.205	2.426	2.683	2.951
	Exclusive lagoon view	3.024	3.326	3.679	4.047
	Palladio	5.040	5.544	6.720	7.392
Palazzo Vendramin		Low Season		High Season	
		20 March - 29 April 1 October - 7 November		30 April - 30 September	
Single Room	Vendramin	479	527	583	641
Double Room	St Mark's view	1.103	1.213	1.342	1.476
Junior Suite	Garden view	1.449	1.594	1.763	1.939
Suite	Garden view	1.827	2.010	2.223	2.445
	St. Mark's view	2.520	2.772	3.066	3.373
	Dogaressa (exclusive St. Mark's view)	4.410	4.851	5.880	6.468
Extra Bed	Only available in Junior Suites and Suites	162	178	162	178
Meals	Half Board Supplement (to Bed&Breakfast rates)	81	89	90	99
	Full Board Supplement (to Bed&Breakfast rates)	156	172	175	193

All above room rates and supplements are quoted in EUR on a per room per night basis, inclusive of full American breakfast.

VAT rate is not included in the above rates and has to be added, currently at 10%. It may be subject to legislative modification. In this case Company shall inform promptly Tour Operator in written form.

Half Board and Full Board supplements are quoted on a per person per day basis.

Children up to 12 years will benefit from a 30% discount on the half board and full board supplements.

City taxes are currently applicable to stays up to 5 consecutive nights and must be paid by the Guest upon check out as follows:


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Eur 5,00, per person, per night.
 Children 1-9 y old sharing room w/parents: no city tax charge.
 Children 10-16 y old: 50% reduction on applicable city tax.
 City tax policy may change without any notice.

Check-in from 15:00
 Check-out at 12:00

Late check-out (if available) will be charged as follows:

- 50% of the rate until 4pm
- 100% of the rate after 4pm

The Tour Operator is responsible for any errors made via their reservation systems and the Company shall have no liability in respect of such errors.

CANCELLATION POLICY

Days ¹	% of Booking
From 14 up to 7	50% ²
from 6 to 1	75% ²
arrival date	100% ³
no shows	100% ³
early departure	100% ³

¹ Days prior to arrival date when written advice of cancellation is received by the Hotel

² Of the value of the entire Booking

³ Of the value of the unused stay

The Company may change the above cancellation policy in respect of any Booking from time to time by notice to the Tour Operator provided that such changes impose a cancellation policy that is more strict than the cancellation policy set out above.

2. OFFERS 2020				
FROM	TO	WEEK DAY	NOTES	OFFERS
March 20,2020	April 29, 2020	1,2,3,4,5,6,7	Last arrival on April 26	4X3
July 27, 2020	August 24, 2020	1,2,3,4,5,6,7	Last arrival on August 21	4X3
October 1, 2020	November 7, 2020	1,2,3,4,5,6,7	Last arrival on November 4	4X3

OFFER "4X3"

For each new Booking of 4 consecutive nights, Tour Operator's Guests will receive the fourth night of their stay on a complimentary basis (bed & breakfast, tax included).



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Minimum stay requirement: 4 consecutive nights (3 paid nights + 4th night free)

Promotional Code: T4X3

To book this promotion the Tour Operator will have to quote the T4X3 promotional code when notifying a new Booking to our Reservations Office.

Restrictions:

- It is automatically applicable to the rooms on Free Sell only during the validity dates of this promotion.
- It has to be requested to our Reservations Office for the room categories on request.
- The T4X3 promotion cannot be used in multiples (e.g. 8x6; 12x9, etc) nor combined with any other special offer.
- Not valid for stays in Exclusive Suite, Dogaressa Suite and Palladio Suite.

3. SPECIAL COMMISSION POLICY APPLIED ON PACKAGES AND PROMOTIONAL RATES SOLD THROUGH THE COMPANY'S WEBSITE

In the event that the Tour Operator becomes aware that the lowest publicly available rate offered on www.belmond.com is lower than the corresponding price that has been made available to the Tour Operator for such booking pursuant to this Agreement (provided that the booking is, in the Company's opinion, identical to the relevant booking made available to the Tour Operator pursuant to this Agreement) the Tour Operator may notify the Company that the lowest publicly available rate is lower. If the Company agrees, the Tour Operator may book such a rate (where policy, terms & conditions of that specific public rate will apply) from the Company and receive a 20% commission ("**Special Commission**") on such a booking (subject to the restrictions below and receipt by the Company of a valid invoice from the Tour Operator setting out any Special Commission due in accordance with this Section 3).

The Tour Operator may deduct the Special Commission (to the extent any Special Commission is due in accordance with this Section 3) due to the Tour Operator from the Package Price of the relevant Booking provided that the Company has given its prior written consent.

Restrictions:

- The "Special Commission" shall be 10% in respect of any Bookings for special events, packages (e.g. Grand Tour package) and any other promotional rates as set out on the Cover Sheet or otherwise notified by the Company from time to time, unless the Booking has been at a package rate or any type of special offer or other promotional rate in which case no Special Commission shall apply;
- Special Commission is not payable on VAT (or any equivalent sales tax);
- no Special Commission shall be payable to the Tour Operator in respect of any cancelled or no-show bookings;



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4. ALLOWED ROOM OCCUPANCY

Belmond Hotel Cipriani	
Room Category	Maximum Occupancy
Double lagoon view S.O	1
Double lagoon view & balcony S.O	1
Double garden view & balcony	2
Double lagoon view	2
Double lagoon view & balcony	2
Junior Suite garden view & balcony	2 + 1 Extra Bed
Junior Suite Pool View with Private Terrace	2 + 1 Extra Bed
Junior suite lagoon view & balcony or terrace	2 + 1 Extra Bed
Suite garden view	2 + 2 Extra Beds
Suite lagoon view & balcony or terrace	2 + 2 Extra Bed
Suite Exclusive lagoon view & balcony or terrace	2 + 2 Extra Beds
Palladio Suite	2 + 1 Extra Bed
At Palazzo Vendramin	
Single	1
Double with St. Mark's view	2
Junior Suite garden view & balcony	2 + 1 Extra Bed
Suite with garden view	2 + 1 Extra Bed
Suite with St. Mark's view	2 + 1 Extra Bed
Dogaressa Suite	2 + 1 Extra Bed

The above table is for information purposes only. Room occupancy remains subject to (1) confirmation by the Company/Hotel; and (2) any additional charges notified to the Tour Operator by the Company from time to time.

5. CHILDREN POLICY

Children under the age of 12 years stay free of charge on a bed & breakfast basis when sharing a room with parents (or 2 adults) provided that the occupancy of the applicable room allows an extra bed (see Section 4 above – *Allowed Room Occupancy*).

Children under the age of 12 years shall receive a 30% discount on the applicable meal supplement rates set out above (see Section 1 above – *Rates, Taxes and Check-out Policies*).

Children shall only be permitted in the restaurant areas of the Hotel at the sole discretion of the General Manager.



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6. MARKETING

The Tour Operator hereby agrees to promote the Hotel as its preferred luxury hotel in the area in which the Hotel is located, including but not limited to:

- The best available space in the Tour Operator (and each of its Trade Clients) 2020 catalogue and websites, featuring several images of Company and a detailed description of its facilities, such images and description shall be made available to the Tour Operator via the Belmond Image Library (www.belmondimages.com);
- Prominent exposure of the Company's Special Promotions on the Tour Operator's (and each of its Trade Clients, if applicable') websites,

in each case in accordance with Schedule 3 (General Terms) to this Contract.



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Schedule 2

Booking Procedures

Tour Operator shall make each Booking in accordance with all Relevant Legislation and the following procedures:

1. All Bookings

- a. Tour Operator shall make all Bookings on behalf of its Trade Clients;
- b. Before giving any confirmations to the proposed Guest(s), the Tour Operator shall (and shall procure that each of its Trade Clients shall) check availability for the requested Arrangement(s) with the Belmond Reservations Department direct;
- c. Tour Operator shall (and shall procure that each of its Trade Clients shall):
 - i. notify prospective Guest(s) of the visa, immigration, travel medication and vaccination requirements relevant to the Arrangements (if any) and the importance of having (or applicable legal requirement to have) adequate travel insurance to cover the Arrangements;
 - ii. obtain from each prospective Guest(s) and provide to the Company (as soon as possible and in any event not less than **7** days before arrival):
 - a. any dietary requirements and any disabilities/relevant medical issues (e.g. ground floor room requests);
 - b. if the relevant Hotel is arranging transfers for the Guest(s), details of each Guest's inbound flight;
 - c. if applicable, details of the applicable Trade Client through whom Guest has arranged the Booking;
 - iii. ensure that when a Guest makes a special request (including but not limited to any arrangements in relation to reduced mobility), this request is promptly and accurately notified to the Company in writing;
 - iv. not make any verbal or written (i) representations to any Guest regarding the Arrangements which are not set out on the Company's website or marketing materials (ii) assurances to a Guest that any special request shall be complied with; and
 - v. notify each Guest immediately in writing (and by telephone if notification occurs less than **7** days before arrival) of all corrections and amendments advised to the Tour Operator from time to time by the Company in respect of that Guest's Booking;
- d. Tour Operator shall, and shall procure that each of its Trade Clients shall, advise all prospective Guests before making a Booking (which advice must be confirmed in writing if given verbally) that the Booking is made with the Tour Operator or Trade Client (as applicable) as principal, subject to the Tour Operator's or Trade Client's (as applicable) terms and conditions; and



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- e. Company shall use all commercially reasonable endeavours to confirm Bookings in writing within **24** hours of Tour Operator's request.

2. EEA Package Bookings (only applicable to Tour Operators (or any of their Trade Clients) selling Arrangements as an EEA Package Booking):

In respect of EEA Package Bookings, Tour Operator shall, and shall procure that each of its Trade Clients shall, (in addition to the requirements set out in (1) above):

- a. advise all prospective Guests before making an EEA Package Booking (which advice must be confirmed in writing if given verbally):
 - i. that the Tour Operator or Trade Client (as applicable) is acting as the Organiser of the EEA Package Bookings;
 - ii. of the pre-booking information and disclosures which must be given for EEA Package Bookings to the Guest(s) under the PT Regulations.
- b. ensure that the contract entered into between the Tour Operator or the Trade Client (as applicable) and the Guest(s) for such EEA Package Booking shall comply with requirements of the PT Regulations and any other Relevant Legislation (such as the ATOL Regulations).

Schedule 3 - Tour Operator Contract - General Terms (July 2019) available at <https://belmondcdn.azureedge.net/pdfs/FITNonGroupTermsJuly2019.pdf> are incorporated into this Contract by reference.



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TOUR OPERATOR CONTRACT – F.I.T

Cover Sheet

Company	Company Name: Hotel Splendido SpA Registered Number: 2967 FASC 3011 Registered Address: Viale Baratta 16, 16034 Portofino , Italy 16034
Hotel	Belmond Hotel Splendido
Tour Operator	Company Name: Registered Number: Registered Address:
Tour Operator Contact Details	Contact Name: Contact Telephone: Contact e-mail address:
Tour Operator Primary Email Address	
Stop Sale Email Address	
Invoicing Address	
Tour Operator VAT Number (or equivalent Tax identification number)	
Tour Operator Trade Memberships (insert, e.g. ASTA, ABTA, ATOL)	
Belmond Reservations Department	Reservations F.I.T. Department up to a maximum of 7 rooms per night. Tel : +39 0185 2353 00 Email : reservations.spl@belmond.com Note: this contract does not apply to bookings of 8 rooms or more. To make a group booking, please contact:


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 PORTOFINO

	Reservations Groups Department Tel: +39 0185 2678 439 Email: ita.seso@belmond.com
Maximum Rooms (per Booking)	This Contract only applies to Bookings of up to 7 rooms.
Start Date	12.00 noon on 9th April, 2020 (opening date of hotel)
End Date	12.00 noon on 1st November, 2020 (closing date of hotel)
Permitted Media (list Trade Clients' permitted media e.g. website domain names, branded brochures)	Tour Operator's brochure and Tour Operator's website(s) (to the extent the domain name of such website is substantially comprised of the Tour Operator's name) Trade Client's permitted media:
Trade Clients	
Currency	Euros
Package Price and Offers	See Schedule 1 below (which may be amended by the Company by not less than 20 Business Days' notice in writing to the Tour Operator from time to time)
Blackout Dates	The following dates: Buy out dates: 5-7 June, 2020 (2 nights) Buy out dates: 25-27 September, 2020 (2 nights) and any additional dates notified to the Tour Operator by the Company from time to time.
Special Events Dates (rates and availability on request only)	n/a and any additional dates notified to the Tour Operator by the Company from time to time.
Free Sale Release Dates and On Request categories	Free Sale <ul style="list-style-type: none"> • Double Room Garden View • Double Room Sea View balcony • Junior Suite Superior • Junior Suite Deluxe • Junior Suite Executive <p>Tour Operator can make Bookings of up to one of each of the above room categories per night provided that ("Free Sell Bookings"):</p> <p style="text-align: right;">the Belmond Reservations Department receives the Booking confirmation no later than (1) in the case of low/medium season Bookings (April 9, 2020)</p>



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	<p>to May 7, 2020 and September 27, 2020 to October 31, 2020) 72 hours prior to 2pm on the arrival date of such Booking; (2) in the case of high season Bookings (8 May 2020 to 26 September 2020) 7 Business Days prior to 2pm on the arrival date of the applicable Booking;</p> <ul style="list-style-type: none">• the start and/or end date of the Booking does not fall within any Blackout Dates, Special Event Dates and stop sell dates (as set out on this Cover Sheet and any additional Blackout Dates, Special Event Dates and stop sell dates as notified to the Tour Operator from time to time);• the Tour Operator notifies the Hotel immediately in writing that a Booking has been made and in any event no later than 12 hours after confirming the Booking to any of the Guest(s) who have made such Booking. <p>Any Booking that is not a Free Sell Booking shall not be confirmed until the Belmond Reservations Department has confirmed such Booking in writing.</p> <p>Any stop sell dates notified by the Hotel or the Belmond Reservations Department to the Tour Operator from time to time will be effective 12 hours after such notification has been sent by the Hotel or the Belmond Reservations Department.</p> <p>On Request Categories</p> <p>The following Hotel room categories may only be booked with the prior written consent of the Belmond Reservations Department:</p> <ul style="list-style-type: none">• Double Single Use• Double Room Sea View• Suite Superior• Sea View Garden Suite• Suite Deluxe• Suite Exclusive• Presidential Suite• Dolce Vita Suite
<p>Payment Terms</p>	<p><u>PREPAYMENT</u></p> <p>The Tour Operator shall make full payment for the Booking to the Company 15 Business Days prior to check-in (whether the Guest and/or applicable Trade Client has paid the Tour Operator or not) unless stated otherwise in Schedule 1.</p> <p>If a Booking is confirmed to the Tour Operator less than 15 days prior to the arrival date, the Tour Operator shall make full payment for the Booking to the Company within 24 hours of the Booking being confirmed to the Tour Operator.</p> <p>Late prepayments may, at the Hotel's discretion, result in cancellation of the Booking.</p> <p>Payments must be made in Euros, reflecting the total invoice amount, via bank transfer, to Company's bank account details of which are set out below:</p>



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	<p>Bank: B.N.L. Gruppo BNP PARIBAS Agency: Piazzetta Barni, 6 16035, Rapallo (GE) Italy. Account Name: Hotel Splendido Spa IBAN: IT 30 G 01005 32110 000000000100 SWIFT: BNL I I TRR XXX</p> <p>Every payment must clearly state reference the clients' names, dates of stay and the Company's invoice number. All bank charges are payable by the Tour Operator.</p> <p>The credit facility does not affect the Company's cancellation terms of this Contract defined in Schedule 1.</p> <p>DEPOSITS</p> <p>For individual Bookings of 1 or more related rooms (up to 7), exceeding the amount of EUR 20000 (twenty thousand Euros), the Company reserves the right to request a deposit and apply a different cancellation policy from the one specified above, such cancellation policy may be notified to the Tour Operator by the Company/Hotel from time to time.</p> <p>The Company may change the payment terms applicable to any Booking from time to time by notice to the Tour Operator provided that such changes impose payment terms that are more strict than the payment terms set out above.</p>
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- A. The Company owns and operates the Hotel(s).
- B. Subject to earlier termination in accordance with the terms of this Contract (being the Cover Sheet and the attached Schedules, as amended or varied by the Parties in writing from time to time), the Company hereby authorises the Tour Operator to sell during the Term (excluding Blackout Dates) Arrangements as part of a Package on a non-exclusive basis as principal. The Tour Operator hereby acknowledges that all Arrangements are subject to (i) payment in full when due, (ii) the Company's right to refuse admission to any Guest and (iii) availability and it being expressly agreed by the Tour Operator that the Company may on not less than 20 Business Days' notice from time to time, close access by the Company to any Package Price.
- C. This Contract is subject to Belmond's FIT Tour Operator (Non Groups) General Terms available at <https://belmondcdn.azureedge.net/pdfs/FITNonGroupTermsJuly2019.pdf> which are deemed incorporated into this Contract as "Schedule 3" and by signing this Contract you agree to those terms.
- D. The Tour Operator may not (and shall procure that none of its Associates or any Trade Client shall) make or advertise Room Only Bookings without the prior written consent of the Company.
- E. This Contract replaces any existing agreement(s) between the Parties (or the Tour Operator and any member of the Belmond Group) regarding Arrangements and/or Bookings (which agreement(s) is/are terminated as a result, save in respect of any claim either Party may have against the other for antecedent breach thereof and in respect of Bookings already confirmed by the Company before the date of this Contract in which case any prior agreement or arrangement shall apply to those Bookings).


BELMOND
HOTEL SPLENDIDO
PORTOFINO

**Signed by an Authorised Representative on
behalf of the Company**

Signature 
Name Sofia Peluso
Status DOS Italy, Spain & Portugal
Date 30/10/2019

**Signed by an Authorised Representative on behalf
of the Tour Operator**

Signature 
Name Rodrigo Garza Medina
Status President & Owner
Date December 3rd, 2019


BELMOND
HOTEL SPLENDIDO
 PORTOFINO

Schedule 1

Package Prices, Offers, Amendments and Cancellation Charges

1. RATES, TAXES AND CHECK-OUT POLICIES

Belmond Hotel Splendido Rates 2020 in EUROS		Low Season 9 April - 7 May 27 September - 31 October		High Season 8 May - 26 September	
Room type		F.I.T. Rates BB	F.I.T. Rates BB 10% VAT incl.	F.I.T. Rates BB	F.I.T. Rates BB 10% VAT incl.
Single Room	Single	441	485	551	606
Double Room	Garden view	693	762	924	1.016
	Sea view	924	1.016	1.344	1.478
	View/Balcony	1.117	1.229	1.596	1.756
Junior Suite	Superior	1.336	1.469	2.016	2.218
	De-Luxe	1.492	1.641	2.436	2.680
	Executive	1.646	1.811	2.688	2.957
Suite	De-Luxe	1.955	2.151	3.192	3.511
	Exclusive	2.517	2.769	3.948	4.343
	Presidential	2.894	3.183	4.368	4.805
	Dolce Vita	3.060	3.366	5.208	5.729
Double Room S.O.	Garden view	554	610	739	813
	Sea view	769	845	1.025	1.127
	View/Balcony	905	996	1.208	1.328
Extra Bed	only available in junior suites and suites	144	158	192	211
Meals	Half Board Supplement (to Bed&Breakfast rates)	92	102	92	102
	Full Board Supplement (to Bed&Breakfast rates)	176	194	176	194

All above room rates and supplements are quoted in EUR on a per room per night basis, inclusive of full American breakfast.

VAT rate is not included in the above rates and has to be added, currently at 10%. It may be subject to legislative modification. In this case Company shall inform promptly Tour Operator in written form.

Half Board and Full Board supplements are quoted on a per person per day basis.

Children up to 12 years will benefit from a 30% discount on the half board and full board supplements.

City Tax Eur 5.00 per person, per night. It must be paid by the guest upon check-out.

City tax will apply to all guests from 15 years old. Children 0-14,99 years old no city tax charge.

City tax policy may change without any notice.



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Check-in from 14:00

Check-out at 12:00

Late check-out (if available) will be charged as follows:

- 50% of the rate until 4pm
- 100% of the rate after 4pm

The Tour Operator is responsible for any errors made via their reservation systems and the Company shall have no liability in respect of such errors.

CANCELLATION POLICY

Days ¹	% of Booking
From 14 up to 7	50% ²
from 6 to 1	75% ²
arrival date	100% ³
no shows	100% ³
early departure	100% ³

¹ Days prior to arrival date when written advice of cancellation is received by the Hotel

² Of the value of the entire Booking

³ Of the value of the unused stay

The Company may change the above cancellation policy in respect of any Booking from time to time by notice to the Tour Operator provided that such changes impose a cancellation policy that is more strict than the cancellation policy set out above.

2. OFFERS 2020				
FROM	TO	WEEK DAY	NOTES	OFFERS
April 9, 2020	May 7, 2020	1,2,3,4,5,6,7	Last arrival on May 4	4X3
September 27, 2020	October 31, 2020	1,2,3,4,5,6,7	Last arrival on October 28	4X3

OFFER "4X3"

For each new Booking of 4 consecutive nights, Tour Operator's Guests will receive the fourth night of their stay on a complimentary basis (bed & breakfast, tax included).

Minimum stay requirement: 4 consecutive nights (3 paid nights + 4th night free)

Promotional Code: T4X3



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To book this promotion the Tour Operator will have to quote the T4X3 promotional code when notifying a new Booking to our Reservations Office.

Restrictions:

- It is automatically applicable to the rooms on Free Sell only during the validity dates of this promotion.
- It has to be requested to our Reservations Office for the room categories on request.
- The T4X3 promotion cannot be used in multiples (e.g. 8x6; 12x9, etc) nor combined with any other special offer.
- not valid for stays in Exclusive Suite, Dolce Vita Suite and Presidential Suite, Ava Gardner Suite.

3. SPECIAL COMMISSION POLICY APPLIED ON PACKAGES AND PROMOTIONAL RATES SOLD THROUGH THE COMPANY'S WEBSITE

In the event that the Tour Operator becomes aware that the lowest publicly available rate offered on www.belmond.com is lower than the corresponding price that has been made available to the Tour Operator for such booking pursuant to this Agreement (provided that the booking is, in the Company's opinion, identical to the relevant booking made available to the Tour Operator pursuant to this Agreement) the Tour Operator may notify the Company that the lowest publicly available rate is lower. If the Company agrees, the Tour Operator may book such a rate (where policy, terms & conditions of that specific public rate will apply) from the Company and receive a 20% commission ("**Special Commission**") on such a booking (subject to the restrictions below and receipt by the Company of a valid invoice from the Tour Operator setting out any Special Commission due in accordance with this Section 3).

The Tour Operator may deduct the Special Commission (to the extent any Special Commission is due in accordance with this Section 3) due to the Tour Operator from the Package Price of the relevant Booking provided that the Company has given its prior written consent.

Restrictions:

- The "Special Commission" shall be 10% in respect of any Bookings for special events, packages (e.g. Grand Tour package) and any other promotional rates as set out on the Cover Sheet or otherwise notified by the Company from time to time, unless the Booking has been at a package rate or any type of special offer or other promotional rate in which case no Special Commission shall apply;
- Special Commission is not payable on VAT (or any equivalent sales tax);
- no Special Commission shall be payable to the Tour Operator in respect of any cancelled or no-show bookings;



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4. ALLOWED ROOM OCCUPANCY

Belmond Hotel Splendido	
Room Category	Maximum Occupancy
Single	1
Double garden view S.O	1
Double sea view S.O	1
Double sea view & balcony S.O	1
Double garden view	2
Double sea view	2
Double sea view & balcony	2
Junior Suite Superior	2 + 1 Extra Bed
Junior Suite Deluxe	2 + 1 Extra Bed
Junior Suite Executive	2 + 1 Extra Bed
Suite Deluxe	2 + 1 Extra Bed
Suite Exclusive	2 + 1 Extra Bed
Presidential Suite	2 + 2 Extra Beds or 2 + 1 Extra Queen Bed
Dolce Vita Suite	2 + 2 Extra Beds

The above table is for information purposes only. Room occupancy remains subject to (1) confirmation by the Company/Hotel; and (2) any additional charges notified to the Tour Operator by the Company from time to time.

5. CHILDREN POLICY

Children under the age of 12 years stay free of charge on a bed & breakfast basis when sharing a room with parents (or 2 adults) provided that the occupancy of the applicable room allows an extra bed (see Section 4 above – *Allowed Room Occupancy*).

Children under the age of 12 years shall receive a 30% discount on the applicable meal supplement rates set out above (see Section 1 above – *Rates, Taxes and Check-out Policies*).

Children shall only be permitted in the restaurant areas of the Hotel at the sole discretion of the General Manager.



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6. MARKETING

The Tour Operator hereby agrees to promote the Hotel as its preferred luxury hotel in the area in which the Hotel is located, including but not limited to:

- The best available space in the Tour Operator (and each of its Trade Clients) 2020 catalogue and websites, featuring several images of Company and a detailed description of its facilities, such images and description shall be made available to the Tour Operator via the Belmond Image Library (www.belmondimages.com);
- Prominent exposure of the Company's Special Promotions on the Tour Operator's (and each of its Trade Clients, if applicable') websites,

in each case in accordance with Schedule 3 (General Terms) to this Contract.



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Schedule 2

Booking Procedures

Tour Operator shall make each Booking in accordance with all Relevant Legislation and the following procedures:

1. All Bookings

- a. Tour Operator shall make all Bookings on behalf of its Trade Clients;
- b. Before giving any confirmations to the proposed Guest(s), the Tour Operator shall (and shall procure that each of its Trade Clients shall) check availability for the requested Arrangement(s) with the Belmond Reservations Department direct;
- c. Tour Operator shall (and shall procure that each of its Trade Clients shall):
 - i. notify prospective Guest(s) of the visa, immigration, travel medication and vaccination requirements relevant to the Arrangements (if any) and the importance of having (or applicable legal requirement to have) adequate travel insurance to cover the Arrangements;
 - ii. obtain from each prospective Guest(s) and provide to the Company (as soon as possible and in any event not less than 7 days before arrival):
 - a. any dietary requirements and any disabilities/relevant medical issues (e.g. ground floor room requests);
 - b. if the relevant Hotel is arranging transfers for the Guest(s), details of each Guest's inbound flight;
 - c. if applicable, details of the applicable Trade Client through whom Guest has arranged the Booking;
 - iii. ensure that when a Guest makes a special request (including but not limited to any arrangements in relation to reduced mobility), this request is promptly and accurately notified to the Company in writing;
 - iv. not make any verbal or written (i) representations to any Guest regarding the Arrangements which are not set out on the Company's website or marketing materials (ii) assurances to a Guest that any special request shall be complied with; and
 - v. notify each Guest immediately in writing (and by telephone if notification occurs less than 7 days before arrival) of all corrections and amendments advised to the Tour Operator from time to time by the Company in respect of that Guest's Booking;
- d. Tour Operator shall, and shall procure that each of its Trade Clients shall, advise all prospective Guests before making a Booking (which advice must be confirmed in writing if given verbally) that the Booking is made with the Tour Operator or Trade Client (as applicable) as principal, subject to the Tour Operator's or Trade Client's (as applicable) terms and conditions; and



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- e. Company shall use all commercially reasonable endeavours to confirm Bookings in writing within **24** hours of Tour Operator's request.

2. EEA Package Bookings (only applicable to Tour Operators (or any of their Trade Clients) selling Arrangements as an EEA Package Booking):

In respect of EEA Package Bookings, Tour Operator shall, and shall procure that each of its Trade Clients shall, (in addition to the requirements set out in (1) above):

- a. advise all prospective Guests before making an EEA Package Booking (which advice must be confirmed in writing if given verbally):
 - i. that the Tour Operator or Trade Client (as applicable) is acting as the Organiser of the EEA Package Bookings;
 - ii. of the pre-booking information and disclosures which must be given for EEA Package Bookings to the Guest(s) under the PT Regulations.
- b. ensure that the contract entered into between the Tour Operator or the Trade Client (as applicable) and the Guest(s) for such EEA Package Booking shall comply with requirements of the PT Regulations and any other Relevant Legislation (such as the ATOL Regulations).

Schedule 3 - Tour Operator Contract - General Terms (July 2019) available at <https://belmondcdn.azureedge.net/pdfs/FITNonGroupTermsJuly2019.pdf> are incorporated into this Contract by reference.

TOUR OPERATOR CONTRACT – F.I.T

Cover Sheet

Company	Company Name: Villa San Michele SpA Registered Number: 10192 Registered Address: Via Doccia 4 , Fiesole 50014 Firenze (Florence) Italy
Hotel(s)	Belmond Villa San Michele
Tour Operator	Company Name: Registered Number: Registered Address:
Tour Operator Contact Details	Contact Name: Contact Telephone: Contact e-mail address:
Tour Operator Primary Email Address	
Stop Sale Email Address	
Invoicing Address	
Tour Operator VAT Number (or equivalent Tax identification number)	
Tour Operator Trade Memberships (insert, e.g. ASTA, ABTA, ATOL)	
Belmond Reservations Department	Reservations F.I.T. Department up to a maximum of 7 rooms per night. Tel : +39 0185 2353 03 Email : reservations.vsm@belmond.com Note: this contract does not apply to bookings of 8 rooms or more. To make a group booking, please contact: Reservations Groups Department Tel: +39 0185 2678 439


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	Email: ita.seso@belmond.com
Maximum Rooms (per Booking)	This Contract only applies to Bookings of up to 7 rooms.
Start Date	12.00 noon on 30 th March, 2020 (opening date of hotel)
End Date	12.00 noon on 9 th November, 2020 (closing date of hotel)
Permitted Media (list Trade Clients' permitted media e.g. website domain names, branded brochures)	<p>Tour Operator's brochure and Tour Operator's website(s) (to the extent the domain name of such website is substantially comprised of the Tour Operator's name)</p> <p>Trade Client's permitted media:</p>
Trade Clients	
Currency	Euros
Package Price and Offers	See Schedule 1 below (which may be amended by the Company by not less than 20 Business Days' notice in writing to the Tour Operator from time to time)
Blackout Dates	<p>The following dates:</p> <p>Buy out: 5-7 June, 2020 (2 nights) Buy out: 14-20 June, 2020 (6 nights) Buy out: 9-11 October, 2020 (2 nights) Buy out: 19-23 October, 2020 (4 nights) Buy out: 6-9 November, 2020 (3 nights)</p> <p>and any additional dates notified to the Tour Operator by the Company from time to time.</p>
Special Events Dates (rates and availability on request only)	<p>n/a</p> <p>and any additional dates notified to the Tour Operator by the Company from time to time.</p>
Free Sale Release Dates and On Request categories	<p>Free Sale</p> <ul style="list-style-type: none"> • Double Single Use • Double Room Superior* • Double Room Deluxe • Junior Suite Superior • Junior Suite Deluxe • Junior Suite Executive* <p>* 2 rooms for Double Room Superior and Junior Suite Executive</p> <p>Tour Operator can make Bookings of up to one of each of the above room categories per night provided that ("Free Sell Bookings"):</p> <ul style="list-style-type: none"> • the Belmond Reservations Department receives the Booking confirmation


	<p>no later than (1) in the case of low/medium season Bookings (March 30, 2020 to May 31, 2020; August 1, 2020 to November 8, 2020) 72 hours prior to 2pm on the arrival date of such Booking; (2) in the case of high season Bookings (June 1, 2020 to July 31 2020) 7 Business Days prior to 2pm on the arrival date of the applicable Booking;</p> <ul style="list-style-type: none"> • the start and/or end date of the Booking does not fall within any Blackout Dates, Special Event Dates and stop sell dates (as set out on this Cover Sheet and any additional Blackout Dates, Special Event Dates and stop sell dates as notified to the Tour Operator from time to time); • the Tour Operator notifies the Hotel immediately in writing that a Booking has been made and in any event no later than 12 hours after confirming the Booking to any of the Guest(s) who have made such Booking. <p>Any Booking that is not a Free Sell Booking shall not be confirmed until the Belmond Reservations Department has confirmed such Booking in writing.</p> <p>Any stop sell dates notified by the Hotel or the Belmond Reservations Department to the Tour Operator from time to time will be effective 12 hours after such notification has been sent by the Hotel or the Belmond Reservations Department.</p> <p>On Request Categories</p> <p>The following Hotel room categories may only be booked with the prior written consent of the Belmond Reservations Department:</p> <ul style="list-style-type: none"> • Double Room Classic • Garden Suite • Donatello Suite • Michelangelo Suite • Limonaia Suite
<p>Payment Terms</p>	<p><u>PREPAYMENT</u></p> <p>The Tour Operator shall make full payment for the Booking to the Company 15 Business Days prior to check-in (whether the Guest and/or applicable Trade Client has paid the Tour Operator or not) unless stated otherwise in Schedule 1.</p> <p>If a Booking is confirmed to the Tour Operator less than 15 days prior to the arrival date, the Tour Operator shall make full payment for the Booking to the Company within 24 hours of the Booking being confirmed to the Tour Operator.</p> <p>Late prepayments may, at the Hotel's discretion, result in cancellation of the Booking.</p> <p>Payments must be made in Euros, reflecting the total invoice amount, via bank transfer, to Company's bank account details of which are set out below:</p> <p>Bank: B.N.L. Gruppo BNP PARIBAS Agency: Largo Eros Lanfranco, 2 16121 Genova, Italy Account Name: Villa San Michele Spa IBAN: IT 25 W 01005 01400 000000000653</p>


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	<p>SWIFT: BNL I I TRR XXX</p> <p>Every payment must clearly state reference the clients' names, dates of stay and the Company's invoice number. All bank charges are payable by the Tour Operator.</p> <p>The credit facility does not affect the Company's cancellation terms of this Contract defined in Schedule 1.</p> <p>DEPOSITS</p> <p>For individual Bookings of 1 or more related rooms (up to 7), exceeding the amount of EUR 20000 (twenty thousand Euros), the Company reserves the right to request a deposit and apply a different cancellation policy from the one specified above, such cancellation policy may be notified to the Tour Operator by the Company/Hotel from time to time.</p> <p>The Company may change the payment terms applicable to any Booking from time to time by notice to the Tour Operator provided that such changes impose payment terms that are more strict than the payment terms set out above.</p>
--	--

- A. The Company owns and operates the Hotel(s).
- B. Subject to earlier termination in accordance with the terms of this Contract (being the Cover Sheet and the attached Schedules, as amended or varied by the Parties in writing from time to time), the Company hereby authorises the Tour Operator to sell during the Term (excluding Blackout Dates) Arrangements as part of a Package on a non-exclusive basis as principal. The Tour Operator hereby acknowledges that all Arrangements are subject to (i) payment in full when due, (ii) the Company's right to refuse admission to any Guest and (iii) availability and it being expressly agreed by the Tour Operator that the Company may on not less than 20 Business Days' notice from time to time, close access by the Company to any Package Price.
- C. This Contract is subject to Belmond's FIT Tour Operator (Non Groups) General Terms available at <https://belmondcdn.azureedge.net/pdfs/FITNonGroupTermsJuly2019.pdf> which are deemed incorporated into this Contract as "Schedule 3" and by signing this Contract you agree to those terms.
- D. The Tour Operator may not (and shall procure that none of its Associates or any Trade Client shall) make or advertise Room Only Bookings without the prior written consent of the Company.
- E. This Contract replaces any existing agreement(s) between the Parties (or the Tour Operator and any member of the Belmond Group) regarding Arrangements and/or Bookings (which agreement(s) is/are terminated as a result, save in respect of any claim either Party may have against the other for antecedent breach thereof and in respect of Bookings already confirmed by the Company before the date of this Contract in which case any prior agreement or arrangement shall apply to those Bookings).

Signed by an Authorised Representative on behalf of the Company

Signature	
Name	Sofia Peluso
Status	DOS Italy, Spain & Portugal
Date	30/10/2019

Signed by an Authorised Representative on behalf of the Tour Operator

Signature	
Name	Rodrigo Garza Medina
Status	President & Owner
Date	December 3rd, 2019

Schedule 1

Package Prices, Offers, Amendments and Cancellation Charges

1. RATES, TAXES AND CHECK-OUT POLICIES

Belmond Villa San Michele Rates 2020 in EUROS		Low Season		Medium Season		High Season	
		30 March - 31 May 27 September - 8 November		1 August - 26 September		1 June - 31 July	
Room Type		F.I.T. Rates BB	F.I.T. Rates BB (10% VAT incl.)	F.I.T. Rates BB	F.I.T. Rates BB (10% VAT incl.)	F.I.T. Rates BB	F.I.T. Rates BB (10% VAT incl.)
Double Room	Single Occupancy	396	435	408	448	444	489
Double Room	Classic	624	686	642	707	851	936
	Superior	635	699	654	720	866	953
	De-Luxe	751	826	773	851	1.024	1.126
Junior Suite	Superior	953	1.049	982	1.080	1.300	1.430
	De-Luxe	1.069	1.176	1.101	1.211	1.457	1.603
	Executive	1.242	1.366	1.279	1.407	1.694	1.863
Suite	Suite	1.675	1.842	1.725	1.897	2.284	2.512
	Garden Suite	2.079	2.287	2.141	2.356	2.835	3.119
	Limonaia Suite	2.714	2.986	2.796	3.075	3.701	4.071
	Limonaia Two Bedroom	4.043	4.447	4.164	4.580	5.513	6.064
	Limonaia Villa	5.775	6.353	5.948	6.543	7.875	8.663
Extra Bed		142	156	142	156	142	156
Meals	Half Board Supplement (to Bed&Breakfast rates)	89	98	89	98	89	98
	Full Board Supplement (to Bed&Breakfast rates)	170	187	170	187	170	187

All above room rates and supplements are quoted in EUR on a per room per night basis, inclusive of full American breakfast.

VAT rate is not included in the above rates and has to be added, currently at 10%. It may be subject to legislative modification. In this case Company shall inform promptly Tour Operator in written form.

Half Board and Full Board supplements are quoted on a per person per day basis.

Children up to 12 years will benefit from a 30% discount on the half board and full board supplements.

Tourism tax: applicable to all stays and must be paid by the guest upon check out.

Eur 5,00 per person, per night (for a maximum of 10 consecutive nights).

Children 1-8 years old: no city tax charge.

City tax policy may change without any notice.

Check-in from 15:00

Check-out at 12:00

Late check-out (if available) will be charged as follows:

- 50% of the rate until 4pm
- 100% of the rate after 4pm

The Tour Operator is responsible for any errors made via their reservation systems and the Company shall have no liability in respect of such errors.

CANCELLATION POLICY

Days ¹	% of Booking
From 14 up to 7	50% ²
from 6 to 1	75% ²
arrival date	100% ³
no shows	100% ³
early departure	100% ³

¹ Days prior to arrival date when written advice of cancellation is received by the Hotel

² Of the value of the entire Booking

³ Of the value of the unused stay

The Company may change the above cancellation policy in respect of any Booking from time to time by notice to the Tour Operator provided that such changes impose a cancellation policy that is more strict than the cancellation policy set out above.

2. OFFERS 2020				
FROM	TO	WEEK DAY	NOTES	OFFERS
August 1, 2020	September 26, 2020	1,2,3,4,5,6,7	Last arrival on September 23	4X3

OFFER "4X3"

For each new Booking of 4 consecutive nights, Tour Operator's Guests will receive the fourth night of their stay on a complimentary basis (bed & breakfast, tax included).

Minimum stay requirement: 4 consecutive nights (3 paid nights + 4th night free)

Promotional Code: T4X3

To book this promotion the Tour Operator will have to quote the T4X3 promotional code when notifying a new Booking to our Reservations Office.

Restrictions:

- It is automatically applicable to the rooms on Free Sell only during the validity dates of this promotion.
- It has to be requested to our Reservations Office for the room categories on request.
- The T4X3 promotion cannot be used in multiples (e.g. 8x6; 12x9, etc) nor combined with any other special offer.
- Not valid for stays in Donatello Suite, Michelangelo Suite, Garden Suite, Limonaia Suite and Limonaia Villa.

All offers are subject to Blackout Dates and availability as notified by the Company/Hotel to the Tour Operator from time to time.

3. SPECIAL COMMISSION POLICY APPLIED ON PACKAGES AND PROMOTIONAL RATES SOLD THROUGH THE COMPANY'S WEBSITE

In the event that the Tour Operator becomes aware that the lowest publicly available rate offered on www.belmond.com is lower than the corresponding price that has been made available to the Tour Operator for such booking pursuant to this Agreement (provided that the booking is, in the Company's opinion, identical to the relevant booking made available to the Tour Operator pursuant to this Agreement) the Tour Operator may notify the Company that the lowest publicly available rate is lower. If the Company agrees, the Tour Operator may book such a rate (where policy, terms & conditions of that specific public rate will apply) from the Company and receive a 20% commission ("**Special Commission**") on such a booking (subject to the restrictions below and receipt by the Company of a valid invoice from the Tour Operator setting out any Special Commission due in accordance with this Section 3).

The Tour Operator may deduct the Special Commission (to the extent any Special Commission is due in accordance with this Section 3) due to the Tour Operator from the Package Price of the relevant Booking provided that the Company has given its prior written consent.

Restrictions:

- The "Special Commission" shall be 10% in respect of any Bookings for special events, packages (e.g. Grand Tour package) and any other promotional rates as set out on the Cover Sheet or otherwise notified by the Company from time to time, unless the Booking has been at a package rate or any type of special offer or other promotional rate in which case no Special Commission shall apply;
- Special Commission is not payable on VAT (or any equivalent sales tax);
- no Special Commission shall be payable to the Tour Operator in respect of any cancelled or no-show bookings;

4. ALLOWED ROOM OCCUPANCY

Belmond Villa San Michele	
Room Category	Maximum Occupancy
Double Room S.O	1
Double Classic	2
Double Superior	2
Double Deluxe	2
Junior Suite Superior	2 + 1 Extra Bed
Junior Suite Deluxe	2 + 1 Extra Bed
Junior Suite Executive	2 + 1 Extra Bed
Garden Suite	2 + 2 Extra Beds
Donatello Suite	2 + 2 Extra Beds
Michelangelo Suite	2 + 2 Extra Beds
Limonaia Suite	2 + 2 Extra Beds
Limonaia 2 bedroom Suite	4 + 2 Extra Beds
Limonaia Villa	6 + 3 Extra Beds

The above table is for information purposes only. Room occupancy remains subject to (1) confirmation by the Company/Hotel; and (2) any additional charges notified to the Tour Operator by the Company from time to time.

5. CHILDREN POLICY

Children under the age of 12 years stay free of charge on a bed & breakfast basis when sharing a room with parents (or 2 adults) provided that the occupancy of the applicable room allows an extra bed (see Section 4 above – *Allowed Room Occupancy*).

Children under the age of 12 years shall receive a 30% discount on the applicable meal supplement rates set out above (see Section 1 above – *Rates, Taxes and Check-out Policies*).

Children shall only be permitted in the restaurant areas of the Hotel at the sole discretion of the General Manager.

6. MARKETING

The Tour Operator hereby agrees to promote the Hotel as its preferred luxury hotel in the area in which the Hotel is located, including but not limited to:

- The best available space in the Tour Operator (and each of its Trade Clients) 2020 catalogue and websites, featuring several images of Company and a detailed description of its facilities, such images and description shall be made available to the Tour Operator via the Belmond Image Library (www.belmondimages.com);
- Prominent exposure of the Company's Special Promotions on the Tour Operator's (and each of its Trade Clients, if applicable') websites,

in each case in accordance with Schedule 3 (General Terms) to this Contract.

Schedule 2

Booking Procedures

Tour Operator shall make each Booking in accordance with all Relevant Legislation and the following procedures:

1. All Bookings

- a. Tour Operator shall make all Bookings on behalf of its Trade Clients;
- b. Before giving any confirmations to the proposed Guest(s), the Tour Operator shall (and shall procure that each of its Trade Clients shall) check availability for the requested Arrangement(s) with the Belmond Reservations Department direct;
- c. Tour Operator shall (and shall procure that each of its Trade Clients shall):
 - i. notify prospective Guest(s) of the visa, immigration, travel medication and vaccination requirements relevant to the Arrangements (if any) and the importance of having (or applicable legal requirement to have) adequate travel insurance to cover the Arrangements;
 - ii. obtain from each prospective Guest(s) and provide to the Company (as soon as possible and in any event not less than **7** days before arrival):
 - a. any dietary requirements and any disabilities/relevant medical issues (e.g. ground floor room requests);
 - b. if the relevant Hotel is arranging transfers for the Guest(s), details of each Guest's inbound flight;
 - c. if applicable, details of the applicable Trade Client through whom Guest has arranged the Booking;
 - iii. ensure that when a Guest makes a special request (including but not limited to any arrangements in relation to reduced mobility), this request is promptly and accurately notified to the Company in writing;
 - iv. not make any verbal or written (i) representations to any Guest regarding the Arrangements which are not set out on the Company's website or marketing materials (ii) assurances to a Guest that any special request shall be complied with; and
 - v. notify each Guest immediately in writing (and by telephone if notification occurs less than **7** days before arrival) of all corrections and amendments advised to the Tour Operator from time to time by the Company in respect of that Guest's Booking;
- d. Tour Operator shall, and shall procure that each of its Trade Clients shall, advise all prospective Guests before making a Booking (which advice must be confirmed in writing if given verbally) that the Booking is made with the Tour Operator or Trade Client (as applicable) as principal, subject to the Tour Operator's or Trade Client's (as applicable) terms and conditions; and
- e. Company shall use all commercially reasonable endeavours to confirm Bookings in writing within **24** hours of Tour Operator's request.

2. EEA Package Bookings (only applicable to Tour Operators (or any of their Trade Clients) selling Arrangements as an EEA Package Booking):

In respect of EEA Package Bookings, Tour Operator shall, and shall procure that each of its Trade Clients shall, (in addition to the requirements set out in (1) above):

- a. advise all prospective Guests before making an EEA Package Booking (which advice must be confirmed in writing if given verbally):
 - i. that the Tour Operator or Trade Client (as applicable) is acting as the Organiser of the EEA Package Bookings;
 - ii. of the pre-booking information and disclosures which must be given for EEA Package Bookings to the Guest(s) under the PT Regulations.
- b. ensure that the contract entered into between the Tour Operator or the Trade Client (as applicable) and the Guest(s) for such EEA Package Booking shall comply with requirements of the PT Regulations and any other Relevant Legislation (such as the ATOL Regulations).

Schedule 3 - Tour Operator Contract - General Terms (July 2019) available at <https://belmondcdn.azureedge.net/pdfs/FITNonGroupTermsJuly2019.pdf> are incorporated into this Contract by reference.

TOUR OPERATOR CONTRACT – F.I.T

Cover Sheet

Company	Company Name: Castello di Casole SpA Registered Number: FIRENZE 62563/1999 SOC Registered Address: Casole d'Elsa (SI), frazione Querceto – 53031 Italy
Hotel(s)	Belmond Castello di Casole
Tour Operator	Company Name: Registered Number: Registered Address:
Tour Operator Contact Details	Contact Name: Contact Telephone: Contact e-mail address:
Tour Operator Primary Email Address	
Stop Sale Email Address	
Invoicing Address	
Tour Operator VAT Number (or equivalent Tax identification number)	
Tour Operator Trade Memberships (insert, e.g. ASTA, ABTA, ATOL)	
Belmond Reservations Department	Reservations F.I.T. Department up to a maximum of 7 rooms per night. Tel : +39 0185 235302 Email : reservations.cdc@belmond.com Note: this contract does not apply to bookings of 8 rooms or more. To make a group booking, please contact: Reservations Groups Department


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CASTELLO DI CASOLE
 TUSCANY


	Tel: +39 0185 2678 439 Email: ita.seso@belmond.com
Maximum Rooms (per Booking)	This Contract only applies to Bookings of up to 7 rooms.
Start Date	12.00 noon on 27 th March, 2020 (opening date of hotel)
End Date	12.00 noon on 10 th November, 2020 (closing date of hotel)
Permitted Media (list Trade Clients' permitted media e.g. website domain names, branded brochures)	Tour Operator's brochure and Tour Operator's website(s) (to the extent the domain name of such website is substantially comprised of the Tour Operator's name) Trade Client's permitted media:
Trade Clients	
Currency	Euros
Package Price and Offers	See Schedule 1 below (which may be amended by the Company by not less than 20 Business Days' notice in writing to the Tour Operator from time to time)
Blackout Dates	The following dates: Buy out: 5-7 June, 2020 (2 nights) and any additional dates notified to the Tour Operator by the Company from time to time.
Special Events Dates (rates and availability on request only)	n/a and any additional dates notified to the Tour Operator by the Company from time to time.
Free Sale Release Dates and On Request categories	Free Sale <ul style="list-style-type: none"> • Junior Suite Deluxe • Junior Suite Executive • Suite Oliveto • Limonaia suite <p>Tour Operator can make Bookings of up to one of each of the above room categories per night provided that ("Free Sell Bookings"):</p> <ul style="list-style-type: none"> • the Belmond Reservations Department receives the Booking confirmation no later than (1) in the case of low/medium season Bookings (March 27, 2020 to May 31, 2020 and October 1 2020 to November 9, 2020) 72 hours prior to 2pm on the arrival date of such Booking; (2) in the case of high season Bookings (June 1, 2020 to September 30, 2020) 7 Business Days prior to 2pm on the arrival date of the applicable Booking; • the start and/or end date of the Booking does not fall within any Blackout Dates, Special Event Dates and stop sell dates (as set out on this Cover

	<p>Sheet and any additional Blackout Dates, Special Event Dates and stop sell dates as notified to the Tour Operator from time to time);</p> <ul style="list-style-type: none"> the Tour Operator notifies the Hotel immediately in writing that a Booking has been made and in any event no later than 12 hours after confirming the Booking to any of the Guest(s) who have made such Booking. <p>Any Booking that is not a Free Sell Booking shall not be confirmed until the Belmond Reservations Department has confirmed such Booking in writing.</p> <p>Any stop sell dates notified by the Hotel or the Belmond Reservations Department to the Tour Operator from time to time will be effective 12 hours after such notification has been sent by the Hotel or the Belmond Reservations Department.</p> <p>On Request Categories</p> <p>The following Hotel room categories may only be booked with the prior written consent of the Belmond Reservations Department:</p> <ul style="list-style-type: none"> Suite Grandiosa Suite Exclusive
<p>Payment Terms</p>	<p><u>PREPAYMENT</u></p> <p>The Tour Operator shall make full payment for the Booking to the Company 15 Business Days prior to check-in (whether the Guest and/or applicable Trade Client has paid the Tour Operator or not) unless stated otherwise in Schedule 1.</p> <p>If a Booking is confirmed to the Tour Operator less than 15 days prior to the arrival date, the Tour Operator shall make full payment for the Booking to the Company within 24 hours of the Booking being confirmed to the Tour Operator.</p> <p>Late prepayments may, at the Hotel's discretion, result in cancellation of the Booking.</p> <p>Payments must be made in Euros, reflecting the total invoice amount, via bank transfer, to Company's bank account details of which are set out below:</p> <p>Bank: B.N.L. Gruppo BNP PARIBAS Agency: Largo Eros Lanfranco, 2 16121 Genova, Italy Account Name: Castello di Casole Spa IBAN: IT 95 A 01005 01400 000000007897 SWIFT: BNL I I TRR XXX</p> <p>Every payment must clearly state reference the clients' names, dates of stay and the Company's invoice number. All bank charges are payable by the Tour Operator.</p> <p>The credit facility does not affect the Company's cancellation terms of this Contract defined in Schedule 1.</p>

	<p>DEPOSITS</p> <p>For individual Bookings of 1 or more related rooms (up to 7), exceeding the amount of EUR 20000 (twenty thousand Euros), the Company reserves the right to request a deposit and apply a different cancellation policy from the one specified above, such cancellation policy may be notified to the Tour Operator by the Company/Hotel from time to time.</p> <p>The Company may change the payment terms applicable to any Booking from time to time by notice to the Tour Operator provided that such changes impose payment terms that are more strict than the payment terms set out above.</p>
--	--

- A. The Company owns and operates the Hotel(s).
- B. Subject to earlier termination in accordance with the terms of this Contract (being the Cover Sheet and the attached Schedules, as amended or varied by the Parties in writing from time to time), the Company hereby authorises the Tour Operator to sell during the Term (excluding Blackout Dates) Arrangements as part of a Package on a non-exclusive basis as principal. The Tour Operator hereby acknowledges that all Arrangements are subject to (i) payment in full when due, (ii) the Company's right to refuse admission to any Guest and (iii) availability and it being expressly agreed by the Tour Operator that the Company may on not less than 20 Business Days' notice from time to time, close access by the Company to any Package Price.
- C. This Contract is subject to Belmond's FIT Tour Operator (Non Groups) General Terms available at <https://belmondcdn.azureedge.net/pdfs/FITNonGroupTermsJuly2019.pdf> which are deemed incorporated into this Contract as "Schedule 3" and by signing this Contract you agree to those terms.
- D. The Tour Operator may not (and shall procure that none of its Associates or any Trade Client shall) make or advertise Room Only Bookings without the prior written consent of the Company.
- E. This Contract replaces any existing agreement(s) between the Parties (or the Tour Operator and any member of the Belmond Group) regarding Arrangements and/or Bookings (which agreement(s) is/are terminated as a result, save in respect of any claim either Party may have against the other for antecedent breach thereof and in respect of Bookings already confirmed by the Company before the date of this Contract in which case any prior agreement or arrangement shall apply to those Bookings).

Signed by an Authorised Representative on behalf of the Company


Signature 

Name Sofia Peluso

Status DOS Italy, Spain & Portugal

Date 30/10/2019

Signed by an Authorised Representative on behalf of the Tour Operator

Signature 

Name Rodrigo Garza Medina

Status President & Owner

Date December 3rd, 2019

Schedule 1

Package Prices, Offers, Amendments and Cancellation Charges

1. RATES, TAXES AND CHECK-OUT POLICIES

Belmond Castello di Casole Rates 2020 in Euros		Low Season 27 March - 30 April		Medium Season 1-31 May 1 October -9 November		High Season 1 June - 30 September	
		F.I.T. Rates BB	F.I.T. Rates BB (10% VAT incl.)	F.I.T. Rates BB	F.I.T. Rates BB (10% VAT incl.)	F.I.T. Rates BB	F.I.T. Rates BB (10% VAT incl.)
Double Room	Single Occupancy	319	350	525	577	788	866
Double Room	De-Luxe	350	385	600	660	900	990
Junior Suite	De-Luxe	500	550	680	748	980	1.078
	Executive	580	638	750	825	1.150	1.265
Suite	Suite Limonaia	660	726	850	935	1.500	1.650
	Suite Grandiosa	750	825	930	1.023	1.800	1.980
	Suite Oliveto	850	935	1.150	1.265	2.200	2.420
	Suite Exclusive	890	979	1.300	1.430	2.400	2.640
Extra Bed		142	156	142	156	142	156
Meals	Half Board Supplement (to Bed&Breakfast rates)	85	94	85	94	85	94
	Full Board Supplement (to Bed&Breakfast rates)	162	178	162	178	162	178

All above room rates and supplements are quoted in EUR on a per room per night basis, inclusive of full American breakfast.

VAT rate is not included in the above rates and has to be added, currently at 10%. It may be subject to legislative modification. In this case Company shall inform promptly Tour Operator in written form.

Half Board and Full Board supplements are quoted on a per person per day basis.

Children up to 12 years will benefit from a 30% discount on the half board and full board supplements.

Tourism tax: applicable to all stays and must be paid by the guest upon check out.

Eur 5,00 per person, per night (for a maximum of 7 consecutive nights).

No city tax will be charged for children under 12 years old.

City tax policy may change without any notice.

Check-in from 15:00

Check-out at 12:00

Late check-out (if available) will be charged as follows:

- 50% of the rate until 4pm
- 100% of the rate after 4pm

The Tour Operator is responsible for any errors made via their reservation systems and the Company shall have no liability in respect of such errors.

CANCELLATION POLICY

Days ¹	% of Booking
From 14 up to 7	50% ²
from 6 to 1	75% ²
arrival date	100% ³
no shows	100% ³
early departure	100% ³

¹ Days prior to arrival date when written advice of cancellation is received by the Hotel

² Of the value of the entire Booking

³ Of the value of the unused stay

The Company may change the above cancellation policy in respect of any Booking from time to time by notice to the Tour Operator provided that such changes impose a cancellation policy that is more strict than the cancellation policy set out above.

2. OFFERS 2020				
FROM	TO	WEEK DAY	NOTES	OFFERS
March 27, 2020	May 31, 2020	1,2,3,4,5,6,7	Last arrival on May 28	4X3

OFFER "4X3"

For each new Booking of 4 consecutive nights, Tour Operator's Guests will receive the fourth night of their stay on a complimentary basis (bed & breakfast, tax included).

Minimum stay requirement: 4 consecutive nights (3 paid nights + 4th night free)

Promotional Code: T4X3

To book this promotion the Tour Operator will have to quote the T4X3 promotional code when notifying a new Booking to our Reservations Office.

Restrictions:

- It is automatically applicable to the rooms on Free Sell only during the validity dates of this promotion.
- It has to be requested to our Reservations Office for the room categories on request.
- The T4X3 promotion cannot be used in multiples (e.g. 8x6; 12x9, etc) nor combined with any other special offer.
- Not valid for stays in Exclusive Suite.

All offers are subject to Blackout Dates and availability as notified by the Company/Hotel to the Tour Operator from time to time.

3. SPECIAL COMMISSION POLICY APPLIED ON PACKAGES AND PROMOTIONAL RATES SOLD THROUGH THE COMPANY'S WEBSITE

In the event that the Tour Operator becomes aware that the lowest publicly available rate offered on www.belmond.com is lower than the corresponding price that has been made available to the Tour Operator for such booking pursuant to this Agreement (provided that the booking is, in the Company's opinion, identical to the relevant booking made available to the Tour Operator pursuant to this Agreement) the Tour Operator may notify the Company that the lowest publicly available rate is lower. If the Company agrees, the Tour Operator may book such a rate (where policy, terms & conditions of that specific public rate will apply) from the Company and receive a 20% commission ("**Special Commission**") on such a booking (subject to the restrictions below and receipt by the Company of a valid invoice from the Tour Operator setting out any Special Commission due in accordance with this Section 3).

The Tour Operator may deduct the Special Commission (to the extent any Special Commission is due in accordance with this Section 3) due to the Tour Operator from the Package Price of the relevant Booking provided that the Company has given its prior written consent.

Restrictions:

- The "Special Commission" shall be 10% in respect of any Bookings for special events, packages (e.g. Grand Tour package) and any other promotional rates as set out on the Cover Sheet or otherwise notified by the Company from time to time, unless the Booking has been at a package rate or any type of special offer or other promotional rate in which case no Special Commission shall apply;
- Special Commission is not payable on VAT (or any equivalent sales tax);
- no Special Commission shall be payable to the Tour Operator in respect of any cancelled or no-show bookings;

4. ALLOWED ROOM OCCUPANCY

Belmond Castello di Casole	
Room Category	Maximum Occupancy
Junior Suite Deluxe	2
Junior Suite Executive	2 + 1 Extra Bed
Suite Limonaia	2 + 1 Extra Bed
Suite Grandiosa	2 + 2 Extra Beds
Suite Oliveto	2 + 2 Extra Beds
Suite Exclusive	2 + 2 Extra Beds

The above table is for information purposes only. Room occupancy remains subject to (1) confirmation by the Company/Hotel; and (2) any additional charges notified to the Tour Operator by the Company from time to time.

5. CHILDREN POLICY

Children under the age of 12 years stay free of charge on a bed & breakfast basis when sharing a room with parents (or 2 adults) provided that the occupancy of the applicable room allows an extra bed (see Section 4 above – *Allowed Room Occupancy*).

Children under the age of 12 years shall receive a 30% discount on the applicable meal supplement rates set out above (see Section 1 above – *Rates, Taxes and Check-out Policies*).

Children shall only be permitted in the restaurant areas of the Hotel at the sole discretion of the General Manager.

6. MARKETING

The Tour Operator hereby agrees to promote the Hotel as its preferred luxury hotel in the area in which the Hotel is located, including but not limited to:

- The best available space in the Tour Operator (and each of its Trade Clients) 2020 catalogue and websites, featuring several images of Company and a detailed description of its facilities, such images and description shall be made available to the Tour Operator via the Belmond Image Library (www.belmondimages.com);
- Prominent exposure of the Company's Special Promotions on the Tour Operator's (and each of its Trade Clients, if applicable') websites,

in each case in accordance with Schedule 3 (General Terms) to this Contract.

Schedule 2

Booking Procedures

Tour Operator shall make each Booking in accordance with all Relevant Legislation and the following procedures:

1. All Bookings

- a. Tour Operator shall make all Bookings on behalf of its Trade Clients;
- b. Before giving any confirmations to the proposed Guest(s), the Tour Operator shall (and shall procure that each of its Trade Clients shall) check availability for the requested Arrangement(s) with the Belmond Reservations Department direct;
- c. Tour Operator shall (and shall procure that each of its Trade Clients shall):
 - i. notify prospective Guest(s) of the visa, immigration, travel medication and vaccination requirements relevant to the Arrangements (if any) and the importance of having (or applicable legal requirement to have) adequate travel insurance to cover the Arrangements;
 - ii. obtain from each prospective Guest(s) and provide to the Company (as soon as possible and in any event not less than 7 days before arrival):
 - a. any dietary requirements and any disabilities/relevant medical issues (e.g. ground floor room requests);
 - b. if the relevant Hotel is arranging transfers for the Guest(s), details of each Guest's inbound flight;
 - c. if applicable, details of the applicable Trade Client through whom Guest has arranged the Booking;
 - iii. ensure that when a Guest makes a special request (including but not limited to any arrangements in relation to reduced mobility), this request is promptly and accurately notified to the Company in writing;
 - iv. not make any verbal or written (i) representations to any Guest regarding the Arrangements which are not set out on the Company's website or marketing materials (ii) assurances to a Guest that any special request shall be complied with; and
 - v. notify each Guest immediately in writing (and by telephone if notification occurs less than 7 days before arrival) of all corrections and amendments advised to the Tour Operator from time to time by the Company in respect of that Guest's Booking;
- d. Tour Operator shall, and shall procure that each of its Trade Clients shall, advise all prospective Guests before making a Booking (which advice must be confirmed in writing if given verbally) that the Booking is made with the Tour Operator or Trade Client (as applicable) as principal, subject to the Tour Operator's or Trade Client's (as applicable) terms and conditions; and
- e. Company shall use all commercially reasonable endeavours to confirm Bookings in writing within **24** hours of Tour Operator's request.

2. EEA Package Bookings (only applicable to Tour Operators (or any of their Trade Clients) selling Arrangements as an EEA Package Booking):

In respect of EEA Package Bookings, Tour Operator shall, and shall procure that each of its Trade Clients shall, (in addition to the requirements set out in (1) above):

- a. advise all prospective Guests before making an EEA Package Booking (which advice must be confirmed in writing if given verbally):
 - i. that the Tour Operator or Trade Client (as applicable) is acting as the Organiser of the EEA Package Bookings;
 - ii. of the pre-booking information and disclosures which must be given for EEA Package Bookings to the Guest(s) under the PT Regulations.
- b. ensure that the contract entered into between the Tour Operator or the Trade Client (as applicable) and the Guest(s) for such EEA Package Booking shall comply with requirements of the PT Regulations and any other Relevant Legislation (such as the ATOL Regulations).

Schedule 3 - Tour Operator Contract - General Terms (July 2019) available at <https://belmondcdn.azureedge.net/pdfs/FITNonGroupTermsJuly2019.pdf> are incorporated into this Contract by reference.

TOUR OPERATOR CONTRACT – F.I.T

Cover Sheet

Company	Company Name: Belmond Sicily SpA Registered Number: 03049970837 Registered Address: Via A. Gramsci 19 Fiesole
Hotel	Belmond Grand Hotel Timeo
Tour Operator	Company Name: Registered Number: Registered Address:
Tour Operator Contact Details	Contact Name: Contact Telephone: Contact e-mail address:
Tour Operator Primary Email Address	
Stop Sale Email Address	
Invoicing Address	
Tour Operator VAT Number (or equivalent Tax identification number)	
Tour Operator Trade Memberships [insert, e.g. ASTA, ABTA, ATOL]	
Belmond Reservations Department	Reservations F.I.T. Department up to a maximum of 7 rooms per night. Tel : +39 01 852 678452 Email : reservations.gh@belmond.com Note: this contract does not apply to bookings of 8 rooms or more. To make a group


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	booking, please contact: Reservations Groups Department Tel: +39 0185 2678 439 Email: ita.seso@belmond.com
Maximum Rooms (per Booking)	This Contract only applies to Bookings of up to 7 rooms.
Start Date	12.00 noon on March 16 th , 2020 (opening date of hotel)
End Date	12.00 noon on January 3 rd , 2021 (closing date of hotel)
Permitted Media [list Trade Clients' permitted media e.g. website domain names, branded brochures]	Tour Operator's brochure and Tour Operator's website(s) (to the extent the domain name of such website is substantially comprised of the Tour Operator's name) Trade Client's permitted media:
Trade Clients	
Currency	Euros
Package Price and Offers	See Schedule 1 below (which may be amended by the Company by not less than 20 Business Days' notice in writing to the Tour Operator from time to time)
Blackout Dates	The following dates: N/A and any additional dates notified to the Tour Operator by the Company from time to time.
Special Events Dates (rates and availability on request only)	N/A and any additional dates notified to the Tour Operator by the Company from time to time.
Free Sale Release Dates and On Request categories	<p>Free Sale</p> <ul style="list-style-type: none"> • Double Room Classic (@Villa Flora) • Double Room Superior (@Villa Flora) • Double Room Superior Single occupancy (@Villa Flora) • Gallery Room (@Villa Flora) • Double Room Deluxe • Double Room Deluxe Single occupancy • Junior Suite Superior • Junior Suite Deluxe • Junior Suite Executive <p>Tour Operator can make Bookings of up to one of each of the above room categories per night provided that ("Free Sell Bookings"):</p> <ul style="list-style-type: none"> • the Belmond Reservations Department receives the Booking confirmation no later than (1) in the case of low/medium season Bookings (October 4, 2020 to December 22, 2020; March 16, 2020 to May 14, 2020) hours prior to 2pm on the arrival date of such Booking; (2) in the case of high


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	<p>season Bookings (May 15, 2020 to October 3, 2020; December 26, 2020 to January 5, 2021) 7 Business Days prior to 2pm on the arrival date of the applicable Booking;</p> <ul style="list-style-type: none"> the start and/or end date of the Booking does not fall within any Blackout Dates, Special Event Dates and stop sell dates (as set out on this Cover Sheet and any additional Blackout Dates, Special Event Dates and stop sell dates as notified to the Tour Operator from time to time); the Tour Operator notifies the Hotel immediately in writing that a Booking has been made and in any event no later than 12 hours after confirming the Booking to any of the Guest(s) who have made such Booking. <p>Any Booking that is not a Free Sell Booking shall not be confirmed until the Belmond Reservations Department has confirmed such Booking in writing.</p> <p>Any stop sell dates notified by the Hotel or the Belmond Reservations Department to the Tour Operator from time to time will be effective 12 hours after such notification has been sent by the Hotel or the Belmond Reservations Department.</p> <p>On Request Categories</p> <p>The following Hotel room categories may only be booked with the prior written consent of the Belmond Reservations Department:</p> <ul style="list-style-type: none"> Double Room Classic Single occupancy (@Villa Flora) Family Room (@Villa Flora) Suite Deluxe Suite Exclusive Presidential Suite
<p>Payment Terms</p>	<p><u>PREPAYMENT</u></p> <p>The Tour Operator shall make full payment for the Booking to the Company 15 Business Days prior to check-in (whether the Guest and/or applicable Trade Client has paid the Tour Operator or not) unless stated otherwise in Schedule 1.</p> <p>If a Booking is confirmed to the Tour Operator less than 15 days prior to the arrival date, the Tour Operator shall make full payment for the Booking to the Company within 24 hours of the Booking being confirmed to the Tour Operator.</p> <p>Late prepayments may, at the Hotel's discretion, result in cancellation of the Booking.</p> <p>Payments must be made in Euros, reflecting the total invoice amount, via bank transfer, to Company's bank account details of which are set out below:</p> <p>Bank: B.N.L. Gruppo BNP PARIBAS Agency: Largo Eros Lanfranco, 2 16121 Genova, Italy Account Name: Belmond Sicily Spa IBAN: IT 44 L 01005 01400 000000003496 SWIFT: BNL I I TRR XXX</p>


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 TAORMINA


	<p>Every payment must clearly state reference the clients' names, dates of stay and the Company's invoice number. All bank charges are payable by the Tour Operator.</p> <p>The credit facility does not affect the Company's cancellation terms of this Contract defined in Schedule 1.</p> <p>DEPOSITS</p> <p>For individual Bookings of 1 or more related rooms (up to 7), exceeding the amount of EUR 20000 (twenty thousand Euros), the Company reserves the right to request a deposit and apply a different cancellation policy from the one specified above, such cancellation policy may be notified to the Tour Operator by the Company/Hotel from time to time.</p> <p>The Company may change the payment terms applicable to any Booking from time to time by notice to the Tour Operator provided that such changes impose payment terms that are more strict than the payment terms set out above.</p>
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- A. The Company owns and operates the Hotel(s).
- B. Subject to earlier termination in accordance with the terms of this Contract (being the Cover Sheet and the attached Schedules, as amended or varied by the Parties in writing from time to time), the Company hereby authorises the Tour Operator to sell during the Term (excluding Blackout Dates) Arrangements as part of a Package on a non-exclusive basis as principal. The Tour Operator hereby acknowledges that all Arrangements are subject to (i) payment in full when due, (ii) the Company's right to refuse admission to any Guest and (iii) availability and it being expressly agreed by the Tour Operator that the Company may on not less than 20 Business Days' notice from time to time, close access by the Company to any Package Price.
- C. This Contract is subject to Belmond's FIT Tour Operator (Non Groups) General Terms available at <https://belmondcdn.azureedge.net/pdfs/FITNonGroupTermsJuly2019.pdf> which are deemed incorporated into this Contract as "Schedule 3" and by signing this Contract you agree to those terms.
- D. The Tour Operator may not (and shall procure that none of its Associates or any Trade Client shall) make or advertise Room Only Bookings without the prior written consent of the Company.
- E. This Contract replaces any existing agreement(s) between the Parties (or the Tour Operator and any member of the Belmond Group) regarding Arrangements and/or Bookings (which agreement(s) is/are terminated as a result, save in respect of any claim either Party may have against the other for antecedent breach thereof and in respect of Bookings already confirmed by the Company before the date of this Contract in which case any prior agreement or arrangement shall apply to those Bookings).

Signed by an Authorised Representative on behalf of the Company


Signature	
Name	Sofia Peluso
Status	DOS Italy, Spain & Portugal
Date	30/10/2019

Signed by an Authorised Representative on behalf of the Tour Operator

Signature	
Name	Rodrigo Garza Medina
Status	President & Owner
Date	December 3rd, 2019


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GRAND HOTEL TIMEO
TAORMINA

**Signed by an Authorised Representative on behalf
of the Company**

Signature	
Name	<hr/> Stefano Gegnacorsi
Status	<hr/> General Manager
Date	<hr/> 30/10/2019


BELMOND
GRAND HOTEL TIMEO
 TAORMINA

Schedule 1

Package Prices, Offers, Amendments and Cancellation Charges

1. RATES, TAXES AND CHECK-OUT POLICIES

Belmond Grand Hotel Timeo Rates 2020 in EUROS		Low Season 1 November - 22 December		Shoulder Season 16 March - 5 April		Medium Season 6 April - 14 May 4 October - 31 October 23-25 December		High Season 15 May - 3 October 26 December - 2 January 2021 (Min. 3 nights required when including 31st December)	
		F.I.T. Rates BB	F.I.T. Rates BB (10% VAT incl.)	F.I.T. Rates BB	F.I.T. Rates BB (10% VAT incl.)	F.I.T. Rates BB	F.I.T. Rates BB (10% VAT incl.)	F.I.T. Rates BB	F.I.T. Rates BB (10% VAT incl.)
Double Room	Classic	299	329	360	396	420	462	480	528
	Superior	359	394	432	475	504	554	576	634
	Gallery Room	374	411	450	495	525	578	600	660
	De-Luxe	498	548	600	660	700	770	800	880
	Family Room	498	548	600	660	700	770	800	880
Junior Suite	Superior	797	876	960	1.056	1.120	1.232	1.280	1.408
	De-Luxe	896	986	1.080	1.188	1.260	1.386	1.440	1.584
	Executive	996	1.096	1.200	1.320	1.400	1.540	1.600	1.760
Suite	De-Luxe	1.145	1.260	1.380	1.518	1.610	1.771	1.840	2.024
	Exclusive	1.345	1.479	1.620	1.782	1.890	2.079	2.160	2.376
Two-bedroom Suite	Exclusive	1.833	2.016	2.208	2.429	2.590	2.849	2.960	3.256
	Presidential	2.739	3.013	3.300	3.630	3.850	4.235	4.400	4.840
Double Room S.O.	Classic	274	301	330	363	385	424	440	484
	Superior	334	367	402	442	469	516	536	590
	De-Luxe	473	520	570	627	665	732	760	836
Extra Bed		135	150	135	149	135	149	135	149
Meals	Half Board Supplement (to Bed&Breakfast rates)	86	95	86	95	86	95	86	95
	Full Board Supplement (to Bed&Breakfast rates)	158	175	158	174	158	174	158	174

All above room rates and supplements are quoted in EUR on a per room per night basis, inclusive of full American breakfast.

VAT rate is not included in the above rates and has to be added, currently at 10%. It may be subject to legislative modification. In this case Company shall inform promptly Tour Operator in written form.

Half Board and Full Board supplements are quoted on a per person per day basis.

Children up to 12 years will benefit from a 30% discount on the half board and full board supplements.

City tax is applicable to stays up to 10 nights (even not consecutive) and must be paid by the guest upon check-out.

Eur 5,00 per person, per night.

No city tax will be charged for children under 12 y old, bus drivers, tour guides (1 for 25 pax), fam trips or press trips (with written proof).

City tax policy may change without any notice.

Check-in from 14:00

Check-out at 12:00

Late check-out (if available) will be charged as follows:

- 50% of the rate until 4pm
- 100% of the rate after 4pm


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The Tour Operator is responsible for any errors made via their reservation systems and the Company shall have no liability in respect of such errors.

CANCELLATION POLICY

Days ¹	% of Booking
From 14 up to 7	50% ²
from 6 to 1	75% ²
arrival date	100% ³
no shows	100% ³
early departure	100% ³

¹ Days prior to arrival date when written advice of cancellation is received by the Hotel

² Of the value of the entire Booking

³ Of the value of the unused stay

The Company may change the above cancellation policy in respect of any Booking from time to time by notice to the Tour Operator provided that such changes impose a cancellation policy that is more strict than the cancellation policy set out above.

2. OFFERS 2020				
FROM	TO	WEEK DAY	NOTES	OFFERS
March 16, 2020	May 14, 2020	1,2,3,4,5,6,7	Last arrival on May 10	5X4
October 4, 2020	October 31, 2020	1,2,3,4,5,6,7	Last arrival on October 27	5X4

OFFER "5X4"

For each new Booking of 5 consecutive nights, Tour Operator's Guests will receive the fourth night of their stay on a complimentary basis (bed & breakfast, tax included).

Minimum stay requirement: 5 consecutive nights (4 paid nights + 5th night free)

Promotional Code: T5X4

To book this promotion the Tour Operator will have to quote the T5X4 promotional code when notifying a new Booking to our Reservations Office.

Restrictions:

- It is automatically applicable to the rooms on Free Sell only during the validity dates of this promotion.
- It has to be requested to our Reservations Office for the room categories on request.
- The T5X4 promotion cannot be used in multiples (e.g. 10x8; 15x12, etc) nor combined with any other special offer.
- Not valid for stays in double classic rooms


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All offers are subject to Blackout Dates and availability as notified by the Company/Hotel to the Tour Operator from time to time.

3. SPECIAL COMMISSION POLICY APPLIED ON PACKAGES AND PROMOTIONAL RATES SOLD THROUGH THE COMPANY'S WEBSITE

In the event that the Tour Operator becomes aware that the lowest publicly available rate offered on www.belmond.com is lower than the corresponding price that has been made available to the Tour Operator for such booking pursuant to this Agreement (provided that the booking is, in the Company's opinion, identical to the relevant booking made available to the Tour Operator pursuant to this Agreement) the Tour Operator may notify the Company that the lowest publicly available rate is lower. If the Company agrees, the Tour Operator may book such a rate (where policy, terms & conditions of that specific public rate will apply) from the Company and receive a 20% commission ("**Special Commission**") on such a booking (subject to the restrictions below and receipt by the Company of a valid invoice from the Tour Operator setting out any Special Commission due in accordance with this Section 3).

The Tour Operator may deduct the Special Commission (to the extent any Special Commission is due in accordance with this Section 3) due to the Tour Operator from the Package Price of the relevant Booking provided that the Company has given its prior written consent.

Restrictions:

- The "Special Commission" shall be 10% in respect of any Bookings for special events, packages (e.g. Grand Tour package) and any other promotional rates as set out on the Cover Sheet or otherwise notified by the Company from time to time, unless the Booking has been at a package rate or any type of special offer or other promotional rate in which case no Special Commission shall apply;
- Special Commission is not payable on VAT (or any equivalent sales tax);
- no Special Commission shall be payable to the Tour Operator in respect of any cancelled or no-show bookings.


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4. ALLOWED ROOM OCCUPANCY

Belmond Grand Hotel Timeo	
Room Category	Maximum Occupancy
Double Classic S.O	1
Double Superior S.O	1
Double Deluxe S.O	1
Double Classic	2
Double Superior	2
Gallery Room	2 + 1 Extra Bed
Double Deluxe	2
Family Room	2 + 1 Extra Bed
Junior Suite Superior	2 + 1 Extra Bed
Junior Suite Deluxe	2 + 1 Extra Bed
Junior Suite Executive	2 + 1 Extra Bed
Deluxe Suite	2 + 1 Extra Bed
Exclusive Suite	2 + 1 Extra Bed
Two-bedroom Exclusive Suite	4 + 1 Extra Bed
Presidential Suite	4 + 1 Extra Bed

The above table is for information purposes only. Room occupancy remains subject to (1) confirmation by the Company/Hotel; and (2) any additional charges notified to the Tour Operator by the Company from time to time.

5. CHILDREN POLICY

Children under the age of 12 years stay free of charge on a bed & breakfast basis when sharing a room with parents (or 2 adults) provided that the occupancy of the applicable room allows an extra bed (see Section 4 above – *Allowed Room Occupancy*).

Children under the age of 12 years shall receive a 30% discount on the applicable meal supplement rates set out above (see Section 1 above – *Rates, Taxes and Check-out Policies*).

Children shall only be permitted in the restaurant areas of the Hotel at the sole discretion of the General Manager.

6. MARKETING

The Tour Operator hereby agrees to promote the Hotel as its preferred luxury hotel in the area in which the Hotel is located, including but not limited to:

- The best available space in the Tour Operator (and each of its Trade Clients) 2020 catalogue and websites, featuring several images of Company and a detailed description of its facilities, such images and description shall be made available to the Tour Operator via the Belmond Image Library (www.belmondimages.com);
- Prominent exposure of the Company's Special Promotions on the Tour Operator's (and each of its Trade Clients, if applicable') websites,

in each case in accordance with Schedule 3 (General Terms) to this Contract.

Schedule 2

Booking Procedures

Tour Operator shall make each Booking in accordance with all Relevant Legislation and the following procedures:

1. All Bookings

- a. Tour Operator shall make all Bookings on behalf of its Trade Clients;
- b. Before giving any confirmations to the proposed Guest(s), the Tour Operator shall (and shall procure that each of its Trade Clients shall) check availability for the requested Arrangement(s) with the Belmond Reservations Department direct;
- c. Tour Operator shall (and shall procure that each of its Trade Clients shall):
 - i. notify prospective Guest(s) of the visa, immigration, travel medication and vaccination requirements relevant to the Arrangements (if any) and the importance of having (or applicable legal requirement to have) adequate travel insurance to cover the Arrangements;
 - ii. obtain from each prospective Guest(s) and provide to the Company (as soon as possible and in any event not less than 7 days before arrival):
 - a. any dietary requirements and any disabilities/relevant medical issues (e.g. ground floor room requests);
 - b. if the relevant Hotel is arranging transfers for the Guest(s), details of each Guest's inbound flight;
 - c. if applicable, details of the applicable Trade Client through whom Guest has arranged the Booking;
 - iii. ensure that when a Guest makes a special request (including but not limited to any arrangements in relation to reduced mobility), this request is promptly and accurately notified to the Company in writing;
 - iv. not make any verbal or written (i) representations to any Guest regarding the Arrangements which are not set out on the Company's website or marketing materials (ii) assurances to a Guest that any special request shall be complied with; and
 - v. notify each Guest immediately in writing (and by telephone if notification occurs less than 7 days before arrival) of all corrections and amendments advised to the Tour Operator from time to time by the Company in respect of that Guest's Booking;
- d. Tour Operator shall, and shall procure that each of its Trade Clients shall, advise all prospective Guests before making a Booking (which advice must be confirmed in writing if given verbally) that the Booking is made with the Tour Operator or Trade Client (as applicable) as principal, subject to the Tour Operator's or Trade Client's (as applicable) terms and conditions; and


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- e. Company shall use all commercially reasonable endeavours to confirm Bookings in writing within **24** hours of Tour Operator's request.

2. EEA Package Bookings (only applicable to Tour Operators (or any of their Trade Clients) selling Arrangements as an EEA Package Booking):

In respect of EEA Package Bookings, Tour Operator shall, and shall procure that each of its Trade Clients shall, (in addition to the requirements set out in (1) above):

- a. advise all prospective Guests before making an EEA Package Booking (which advice must be confirmed in writing if given verbally):
 - i. that the Tour Operator or Trade Client (as applicable) is acting as the Organiser of the EEA Package Bookings;
 - ii. of the pre-booking information and disclosures which must be given for EEA Package Bookings to the Guest(s) under the PT Regulations.
- b. ensure that the contract entered into between the Tour Operator or the Trade Client (as applicable) and the Guest(s) for such EEA Package Booking shall comply with requirements of the PT Regulations and any other Relevant Legislation (such as the ATOL Regulations).

Schedule 3 - Tour Operator Contract - General Terms (July 2019) available at <https://belmondcdn.azureedge.net/pdfs/FITNonGroupTermsJuly2019.pdf> are incorporated into this Contract by reference.

TOUR OPERATOR CONTRACT – F.I.T

Cover Sheet

Company	Company Name: Belmond Sicily SpA Registered Number: 03049970837 Registered Address: Via A. Gramsci 19 Fiesole 50014 Florence Italy
Hotel	Belmond Villa Sant'Andrea
Tour Operator	Company Name: Registered Number: Registered Address:
Tour Operator Contact Details	Contact Name: Contact Telephone: Contact e-mail address:
Tour Operator Primary Email Address	
Stop Sale Email Address	
Invoicing Address	
Tour Operator VAT Number (or equivalent Tax identification number)	
Tour Operator Trade Memberships [insert, e.g. ASTA, ABTA, ATOL]	
Belmond Reservations Department	Reservations F.I.T. Department up to a maximum of 7 rooms per night. Tel : +39 0185 2353 453 Email : reservations.vsa@belmond.com Note: this contract does not apply to bookings of 8 rooms or more. To make a group


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	booking, please contact: Reservations Groups Department Tel: +39 0185 2678 439 Email: ita.seso@belmond.com
Maximum Rooms (per Booking)	This Contract only applies to Bookings of up to 7 rooms.
Start Date	12.00 noon on 9th April, 2020 (opening date of hotel)
End Date	12.00 noon on 1st November, 2020 (closing date of hotel)
Permitted Media [list Trade Clients' permitted media e.g. website domain names, branded brochures]	Tour Operator's brochure and Tour Operator's website(s) (to the extent the domain name of such website is substantially comprised of the Tour Operator's name) Trade Client's permitted media:
Trade Clients	
Currency	Euros
Package Price and Offers	See Schedule 1 below (which may be amended by the Company by not less than 20 Business Days' notice in writing to the Tour Operator from time to time)
Blackout Dates	The following dates: N/A and any additional dates notified to the Tour Operator by the Company from time to time.
Special Events Dates (rates and availability on request only)	N/A and any additional dates notified to the Tour Operator by the Company from time to time.
Free Sale Release Dates and On Request categories	Free Sale <ul style="list-style-type: none"> • Double Room Classic • Double Room Superior • Double Room Deluxe • Double Single Use Superior • Double Single Use Deluxe • Junior Suite Superior • Junior Suite Executive <p>Tour Operator can make Bookings of up to one of each of the above room categories per night provided that ("Free Sell Bookings"):</p> <ul style="list-style-type: none"> • the Belmond Reservations Department receives the Booking confirmation no later than (1) in the case of low/medium season Bookings (April 9, 2020 to May 28, 2020 and 28 September to 31 October 2020) 72 hours prior to


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	<p>2pm on the arrival date of such Booking; (2) in the case of high season Bookings 29 May 2020 to 27 September 2020 7 Business Days prior to 2pm on the arrival date of the applicable Booking;</p> <ul style="list-style-type: none"> • the start and/or end date of the Booking does not fall within any Blackout Dates, Special Event Dates and stop sell dates (as set out on this Cover Sheet and any additional Blackout Dates, Special Event Dates and stop sell dates as notified to the Tour Operator from time to time); • the Tour Operator notifies the Hotel immediately in writing that a Booking has been made and in any event no later than 12 hours after confirming the Booking to any of the Guest(s) who have made such Booking. <p>Any Booking that is not a Free Sell Booking shall not be confirmed until the Belmond Reservations Department has confirmed such Booking in writing.</p> <p>Any stop sell dates notified by the Hotel or the Belmond Reservations Department to the Tour Operator from time to time will be effective 12 hours after such notification has been sent by the Hotel or the Belmond Reservations Department.</p> <p>On Request Categories</p> <p>The following Hotel room categories may only be booked with the prior written consent of the Belmond Reservations Department:</p> <ul style="list-style-type: none"> • Junior Suite Deluxe • Junior Suite Garden View • Suite Superior • Suite Deluxe • Suite Exclusive • Presidential Suite
<p>Payment Terms</p>	<p><u>PREPAYMENT</u></p> <p>The Tour Operator shall make full payment for the Booking to the Company 15 Business Days prior to check-in (whether the Guest and/or applicable Trade Client has paid the Tour Operator or not) unless stated otherwise in Schedule 1.</p> <p>If a Booking is confirmed to the Tour Operator less than 15 days prior to the arrival date, the Tour Operator shall make full payment for the Booking to the Company within 24 hours of the Booking being confirmed to the Tour Operator.</p> <p>Late prepayments may, at the Hotel's discretion, result in cancellation of the Booking.</p> <p>Payments must be made in Euros, reflecting the total invoice amount, via bank transfer, to Company's bank account details of which are set out below:</p> <p>Bank: B.N.L. Gruppo BNP PARIBAS Agency: Via Pirandello snc, 98039 Taormina (ME), Italy Account Name: Belmond Sicily Spa IBAN: IT111010058259000000001690</p>


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	<p>SWIFT: BNL I I TRR XXX</p> <p>Every payment must clearly state reference the clients' names, dates of stay and the Company's invoice number. All bank charges are payable by the Tour Operator.</p> <p>DEPOSITS</p> <p>For individual Bookings of 1 or more related rooms (up to 7), exceeding the amount of EUR 20000 (twenty thousand Euros), the Company reserves the right to request a deposit and apply a different cancellation policy from the one specified above, such cancellation policy may be notified to the Tour Operator by the Company/Hotel from time to time.</p> <p>The Company may change the payment terms applicable to any Booking from time to time by notice to the Tour Operator provided that such changes impose payment terms that are more strict than the payment terms set out above.</p>
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- A. The Company owns and operates the Hotel(s).
- B. Subject to earlier termination in accordance with the terms of this Contract (being the Cover Sheet and the attached Schedules, as amended or varied by the Parties in writing from time to time), the Company hereby authorises the Tour Operator to sell during the Term (excluding Blackout Dates) Arrangements as part of a Package on a non-exclusive basis as principal. The Tour Operator hereby acknowledges that all Arrangements are subject to (i) payment in full when due, (ii) the Company's right to refuse admission to any Guest and (iii) availability and it being expressly agreed by the Tour Operator that the Company may on not less than 20 Business Days' notice from time to time, close access by the Company to any Package Price.
- C. This Contract is subject to Belmond's FIT Tour Operator (Non Groups) General Terms available at <https://belmondcdn.azureedge.net/pdfs/FITNonGroupTermsJuly2019.pdf> which are deemed incorporated into this Contract as "Schedule 3" and by signing this Contract you agree to those terms.
- D. The Tour Operator may not (and shall procure that none of its Associates or any Trade Client shall) make or advertise Room Only Bookings without the prior written consent of the Company.
- E. This Contract replaces any existing agreement(s) between the Parties (or the Tour Operator and any member of the Belmond Group) regarding Arrangements and/or Bookings (which agreement(s) is/are terminated as a result, save in respect of any claim either Party may have against the other for antecedent breach thereof and in respect of Bookings already confirmed by the Company before the date of this Contract in which case any prior agreement or arrangement shall apply to those Bookings).

Signed by an Authorised Representative on behalf of the Company

Signature	
Name	Sofia Peluso
Status	DOS Italy, Spain & Portugal
Date	30/10/2019

Signed by an Authorised Representative on behalf of the Tour Operator

Signature	
Name	Rodrigo Garza Medina
Status	President & Owner
Date	December 3rd, 2019


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Schedule 1

Package Prices, Offers, Amendments and Cancellation Charges

1. RATES, TAXES AND CHECK-OUT POLICIES

Belmond Villa Sant'Andrea Rates 2020 in EUROS		Low Season 9 - 23 April 16 - 31 October		Medium Season 24 April - 28 May 28 September - 15 October		High Season 29 May - 27 September	
Room Type		F.I.T. Rates BB	F.I.T. Rates BB (10% VAT incl.)	F.I.T. Rates BB	F.I.T. Rates BB (10% VAT incl.)	F.I.T. Rates BB	F.I.T. Rates BB (10% VAT incl.)
Double Room	Classic	300	330	420	462	480	528
	Superior	400	440	560	616	640	704
	De-Luxe	500	550	700	770	800	880
Junior Suite	Garden	750	825	1.050	1.155	1.200	1.320
	Superior	800	880	1.120	1.232	1.280	1.408
	Deluxe Executive	900 1.000	990 1.100	1.260 1.400	1.386 1.540	1.440 1.600	1.584 1.760
Suite	Superior	1.150	1.265	1.610	1.771	1.840	2.024
	Deluxe	1.500	1.650	2.100	2.310	2.400	2.640
	Exclusive	2.000	2.200	2.800	3.080	3.200	3.520
	Presidential	2.750	3.025	3.850	4.235	4.400	4.840
Double Room S.O.	Classic	275	303	385	424	440	484
	Superior	375	413	525	578	600	660
	De-Luxe	475	523	665	732	760	836
Extra Bed	only available in Junior Suites and Suites	135	149	135	149	135	149
Meals	Half Board Supplement (to Bed&Breakfast rates)	86	95	86	95	86	95
	Full Board Supplement (to Bed&Breakfast rates)	158	174	158	174	158	174

All above room rates and supplements are quoted in EUR on a per room per night basis, inclusive of full American breakfast.

Half Board and Full Board supplements are quoted on a per person per day basis.

Children up to 12 years will benefit from a 30% discount on the half board and full board supplements.

City tax is applicable to stays up to 10 nights (even not consecutive) and must be paid by the guest upon check-out.

Eur 5,00 per person, per night.

No city tax will be charged for children under 12 y old, bus drivers, tour guides (1 for 25 pax), fam trips or press trips (with written proof).

City tax policy may change without any notice.

Check-in from 14:00

Check-out at 12:00

Late check-out (if available) will be charged as follows:

- 50% of the rate until 4pm
- 100% of the rate after 4pm

The Tour Operator is responsible for any errors made via their reservation systems and the Company shall have no liability in respect of such errors.

CANCELLATION POLICY

Days ¹	% of Booking
From 14 up to 7	50% ²
from 6 to 1	75% ²
arrival date	100% ³
no shows	100% ³
early departure	100% ³

¹ Days prior to arrival date when written advice of cancellation is received by the Hotel

² Of the value of the entire Booking

³ Of the value of the unused stay

The Company may change the above cancellation policy in respect of any Booking from time to time by notice to the Tour Operator provided that such changes impose a cancellation policy that is more strict than the cancellation policy set out above.

2. OFFERS 2020				
FROM	TO	WEEK DAY	NOTES	OFFERS
April 24, 2020	May 28, 2020	1,2,3,4,5,6,7	Last arrival on May 24	5X4
September 28, 2020	October 15, 2020	1,2,3,4,5,6,7	Last arrival on October 11	5X4

OFFER "4X3"

For each new Booking of 5 consecutive nights, Tour Operator's Guests will receive the fifth night of their stay on a complimentary basis (bed & breakfast, tax included).

Minimum stay requirement: 5 consecutive nights (4 paid nights + 3rd night free)

Promotional Code: T5X4

To book this promotion the Tour Operator will have to quote the T5X4 promotional code when notifying a new Booking to our Reservations Office.

Restrictions:

- It is automatically applicable to the rooms on Free Sell only during the validity dates of this promotion.
- It has to be requested to our Reservations Office for the room categories on request.
- The T5X4 promotion cannot be used in multiples (e.g. 10x8; 15x12, etc) nor combined with any other special offer.
- Not valid for stays in Double Rooms Classic.

All offers are subject to Blackout Dates and availability as notified by the Company/Hotel to the Tour Operator from time to time.

3. SPECIAL COMMISSION POLICY APPLIED ON PACKAGES AND PROMOTIONAL RATES SOLD THROUGH THE COMPANY'S WEBSITE

In the event that the Tour Operator becomes aware that the lowest publicly available rate offered on www.belmond.com is lower than the corresponding price that has been made available to the Tour Operator for such booking pursuant to this Agreement (provided that the booking is, in the Company's opinion, identical to the relevant booking made available to the Tour Operator pursuant to this Agreement) the Tour Operator may notify the Company that the lowest publicly available rate is lower. If the Company agrees, the Tour Operator may book such a rate (where policy, terms & conditions of that specific public rate will apply) from the Company and receive a 20% commission ("**Special Commission**") on such a booking (subject to the restrictions below and receipt by the Company of a valid invoice from the Tour Operator setting out any Special Commission due in accordance with this Section 3).

The Tour Operator may deduct the Special Commission (to the extent any Special Commission is due in accordance with this Section 3) due to the Tour Operator from the Package Price of the relevant Booking provided that the Company has given its prior written consent.

Restrictions:

- The "Special Commission" shall be 10% in respect of any Bookings for special events, packages (e.g. Grand Tour package) and any other promotional rates as set out on the Cover Sheet or otherwise notified by the Company from time to time, unless the Booking has been at a package rate or any type of special offer or other promotional rate in which case no Special Commission shall apply;
- Special Commission is not payable on VAT (or any equivalent sales tax);
- no Special Commission shall be payable to the Tour Operator in respect of any cancelled or no-show bookings.

4. ALLOWED ROOM OCCUPANCY

Belmond Villa Sant'Andrea	
Room Category	Maximum Occupancy
Double Classic S.O	1
Double Superior S.O	1
Double Deluxe S.O	1
Double Classic	2
Double Superior	2
Double Deluxe	2
Junior Suite Superior	2 + 1 Extra Bed
Junior Suite Deluxe	2 + 1 Extra Bed
Junior Suite Executive	2 + 1 Extra Bed
Junior Suite Garden View	2 + 1 Extra Bed
Superior Suite	2 + 1 Extra Bed
Deluxe Suite	2 + 1 Extra Bed
Exclusive Suite	2 + 1 Extra Bed
Presidential Suite	2 + 1 Extra Beds

The above table is for information purposes only. Room occupancy remains subject to (1) confirmation by the Company/Hotel; and (2) any additional charges notified to the Tour Operator by the Company from time to time.

5. CHILDREN POLICY

Children under the age of 12 years stay free of charge on a bed & breakfast basis when sharing a room with parents (or 2 adults) provided that the occupancy of the applicable room allows an extra bed (see Section 4 above – *Allowed Room Occupancy*).

Children under the age of 12 years shall receive a 30% discount on the applicable meal supplement rates set out above (see Section 1 above – *Rates, Taxes and Check-out Policies*).

Children shall only be permitted in the restaurant areas of the Hotel at the sole discretion of the General Manager.

6. MARKETING

The Tour Operator hereby agrees to promote the Hotel as its preferred luxury hotel in the area in which the Hotel is located, including but not limited to:

- The best available space in the Tour Operator (and each of its Trade Clients) 2020 catalogue and websites, featuring several images of Company and a detailed description of its facilities, such images and description shall be made available to the Tour Operator via the Belmond Image Library (www.belmondimages.com);
- Prominent exposure of the Company's Special Promotions on the Tour Operator's (and each of its Trade Clients, if applicable') websites,

in each case in accordance with Schedule 3 (General Terms) to this Contract.

Schedule 2

Booking Procedures

Tour Operator shall make each Booking in accordance with all Relevant Legislation and the following procedures:

1. All Bookings

- a. Tour Operator shall make all Bookings on behalf of its Trade Clients;
- b. Before giving any confirmations to the proposed Guest(s), the Tour Operator shall (and shall procure that each of its Trade Clients shall) check availability for the requested Arrangement(s) with the Belmond Reservations Department direct;
- c. Tour Operator shall (and shall procure that each of its Trade Clients shall):
 - i. notify prospective Guest(s) of the visa, immigration, travel medication and vaccination requirements relevant to the Arrangements (if any) and the importance of having (or applicable legal requirement to have) adequate travel insurance to cover the Arrangements;
 - ii. obtain from each prospective Guest(s) and provide to the Company (as soon as possible and in any event not less than **7** days before arrival):
 - a. any dietary requirements and any disabilities/relevant medical issues (e.g. ground floor room requests);
 - b. if the relevant Hotel is arranging transfers for the Guest(s), details of each Guest's inbound flight;
 - c. if applicable, details of the applicable Trade Client through whom Guest has arranged the Booking;
 - iii. ensure that when a Guest makes a special request (including but not limited to any arrangements in relation to reduced mobility), this request is promptly and accurately notified to the Company in writing;
 - iv. not make any verbal or written (i) representations to any Guest regarding the Arrangements which are not set out on the Company's website or marketing materials (ii) assurances to a Guest that any special request shall be complied with; and
 - v. notify each Guest immediately in writing (and by telephone if notification occurs less than **7** days before arrival) of all corrections and amendments advised to the Tour Operator from time to time by the Company in respect of that Guest's Booking;
- d. Tour Operator shall, and shall procure that each of its Trade Clients shall, advise all prospective Guests before making a Booking (which advice must be confirmed in writing if given verbally) that the Booking is made with the Tour Operator or Trade Client (as applicable) as principal, subject to the Tour Operator's or Trade Client's (as applicable) terms and conditions; and

- e. Company shall use all commercially reasonable endeavours to confirm Bookings in writing within **24** hours of Tour Operator's request.

2. EEA Package Bookings (only applicable to Tour Operators (or any of their Trade Clients) selling Arrangements as an EEA Package Booking):

In respect of EEA Package Bookings, Tour Operator shall, and shall procure that each of its Trade Clients shall, (in addition to the requirements set out in (1) above):

- a. advise all prospective Guests before making an EEA Package Booking (which advice must be confirmed in writing if given verbally):
 - i. that the Tour Operator or Trade Client (as applicable) is acting as the Organiser of the EEA Package Bookings;
 - ii. of the pre-booking information and disclosures which must be given for EEA Package Bookings to the Guest(s) under the PT Regulations.
- b. ensure that the contract entered into between the Tour Operator or the Trade Client (as applicable) and the Guest(s) for such EEA Package Booking shall comply with requirements of the PT Regulations and any other Relevant Legislation (such as the ATOL Regulations).

Schedule 3 - Tour Operator Contract - General Terms (July 2019) available at <https://belmondcdn.azureedge.net/pdfs/FITNonGroupTermsJuly2019.pdf> are incorporated into this Contract by reference.

TOUR OPERATOR CONTRACT – F.I.T

Cover Sheet

Company	Company Name: Hotel Caruso SpA Registered Number: FIRENZE 62563/1999 SOC Registered Address: Via Doccia 4 , Fiesole 50014 Firenze (Florence) Italy
Hotel(s)	Belmond Hotel Caruso
Tour Operator	Company Name: Registered Number: Registered Address:
Tour Operator Contact Details	Contact Name: Contact Telephone: Contact e-mail address:
Tour Operator Primary Email Address	
Stop Sale Email Address	
Invoicing Address	
Tour Operator VAT Number (or equivalent Tax identification number)	
Tour Operator Trade Memberships (insert, e.g. ASTA, ABTA, ATOL)	
Belmond Reservations Department	Reservations F.I.T. Department up to a maximum of 7 rooms per night. Tel : +39 0185 2353 90 Email : reservations.car@belmond.com Note: this contract does not apply to bookings of 8 rooms or more. To make a group booking, please contact:


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HOTEL CARUSO
 AMALFI COAST

	Reservations Groups Department Tel: +39 0185 2678 439 Email: ita.seso@belmond.com
Maximum Rooms (per Booking)	This Contract only applies to Bookings of up to 7 rooms.
Start Date	12.00 noon on 9th April, 2020 (opening date of hotel)
End Date	12.00 noon on 1st November, 2020 (closing date of hotel)
Permitted Media (list Trade Clients' permitted media e.g. website domain names, branded brochures)	Tour Operator's brochure and Tour Operator's website(s) (to the extent the domain name of such website is substantially comprised of the Tour Operator's name) Trade Client's permitted media:
Trade Clients	
Currency	Euros
Package Price and Offers	See Schedule 1 below (which may be amended by the Company by not less than 20 Business Days' notice in writing to the Tour Operator from time to time)
Blackout Dates	The following dates: n/a and any additional dates notified to the Tour Operator by the Company from time to time.
Special Events Dates (rates and availability on request only)	n/a and any additional dates notified to the Tour Operator by the Company from time to time.
Free Sale Release Dates and On Request categories	<p>Free Sale</p> <ul style="list-style-type: none"> • Double Room Village View • Double Room Superior • Double Room Deluxe • Junior Suite Superior • Junior Suite Deluxe • Junior Suite Executive <p>Tour Operator can make Bookings of up to one of each of the above room categories per night provided that ("Free Sell Bookings"):</p> <ul style="list-style-type: none"> • the Belmond Reservations Department receives the Booking confirmation no later than (1) in the case of low/medium season Bookings (April 9, 2020 to May 14, 2020 and 11 to 31 October, 2020) 72 hours prior to 2pm on the arrival date of such Booking; (2) in the case of high season Bookings (May 15, 2020 to October 10, 2020) 7 Business Days prior to 2pm on the


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	<p>arrival date of the applicable Booking;</p> <ul style="list-style-type: none"> the start and/or end date of the Booking does not fall within any Blackout Dates, Special Event Dates and stop sell dates (as set out on this Cover Sheet and any additional Blackout Dates, Special Event Dates and stop sell dates as notified to the Tour Operator from time to time); the Tour Operator notifies the Hotel immediately in writing that a Booking has been made and in any event no later than 12 hours after confirming the Booking to any of the Guest(s) who have made such Booking. <p>Any Booking that is not a Free Sell Booking shall not be confirmed until the Belmond Reservations Department has confirmed such Booking in writing.</p> <p>Any stop sell dates notified by the Hotel or the Belmond Reservations Department to the Tour Operator from time to time will be effective 12 hours after such notification has been sent by the Hotel or the Belmond Reservations Department.</p> <p>On Request Categories</p> <p>The following Hotel room categories may only be booked with the prior written consent of the Belmond Reservations Department:</p> <ul style="list-style-type: none"> Double Single Use Suite Superior Sea View Garden Suite Suite Deluxe Suite Exclusive
<p>Payment Terms</p>	<p><u>PREPAYMENT</u></p> <p>The Tour Operator shall make full payment for the Booking to the Company 15 Business Days prior to check-in (whether the Guest and/or applicable Trade Client has paid the Tour Operator or not) unless stated otherwise in Schedule 1.</p> <p>If a Booking is confirmed to the Tour Operator less than 15 days prior to the arrival date, the Tour Operator shall make full payment for the Booking to the Company within 24 hours of the Booking being confirmed to the Tour Operator.</p> <p>Late prepayments may, at the Hotel's discretion, result in cancellation of the Booking.</p> <p>Payments must be made in Euros, reflecting the total invoice amount, via bank transfer, to Company's bank account details of which are set out below:</p> <p>Bank: B.N.L. Gruppo BNP PARIBAS Agency: Largo Eros Lanfranco, 2 16121 Genova, Italy Account Name: Hotel Caruso Spa IBAN: IT 81 V 01005 01400 000000000349 SWIFT: BNL I I TRR XXX</p> <p>Every payment must clearly state reference the clients' names, dates of stay and the Company's invoice number. All bank charges are payable by the Tour Operator.</p>


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	<p>The credit facility does not affect the Company's cancellation terms of this Contract defined in Schedule 1.</p> <p>DEPOSITS</p> <p>For individual Bookings of 1 or more related rooms (up to 7), exceeding the amount of EUR 20000 (twenty thousand Euros), the Company reserves the right to request a deposit and apply a different cancellation policy from the one specified above, such cancellation policy may be notified to the Tour Operator by the Company/Hotel from time to time.</p> <p>The Company may change the payment terms applicable to any Booking from time to time by notice to the Tour Operator provided that such changes impose payment terms that are more strict than the payment terms set out above.</p>
--	--

- A. The Company owns and operates the Hotel(s).
- B. Subject to earlier termination in accordance with the terms of this Contract (being the Cover Sheet and the attached Schedules, as amended or varied by the Parties in writing from time to time), the Company hereby authorises the Tour Operator to sell during the Term (excluding Blackout Dates) Arrangements as part of a Package on a non-exclusive basis as principal. The Tour Operator hereby acknowledges that all Arrangements are subject to (i) payment in full when due, (ii) the Company's right to refuse admission to any Guest and (iii) availability and it being expressly agreed by the Tour Operator that the Company may on not less than 20 Business Days' notice from time to time, close access by the Company to any Package Price.
- C. This Contract is subject to Belmond's FIT Tour Operator (Non Groups) General Terms available at <https://belmondcdn.azureedge.net/pdfs/FITNonGroupTermsJuly2019.pdf> which are deemed incorporated into this Contract as "Schedule 3" and by signing this Contract you agree to those terms.
- D. The Tour Operator may not (and shall procure that none of its Associates or any Trade Client shall) make or advertise Room Only Bookings without the prior written consent of the Company.
- E. This Contract replaces any existing agreement(s) between the Parties (or the Tour Operator and any member of the Belmond Group) regarding Arrangements and/or Bookings (which agreement(s) is/are terminated as a result, save in respect of any claim either Party may have against the other for antecedent breach thereof and in respect of Bookings already confirmed by the Company before the date of this Contract in which case any prior agreement or arrangement shall apply to those Bookings).

Signed by an Authorised Representative on behalf of the Company

Signature	
Name	<u>Sofia Peluso</u>
Status	<u>DOS Italy, Spain & Portugal</u>
Date	<u>30/10/2019</u>

Signed by an Authorised Representative on behalf of the Tour Operator

Signature	
Name	<u>Rodrigo Garza Medina</u>
Status	<u>President & Owner</u>
Date	<u>December 3rd, 2019</u>


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Schedule 1

Package Prices, Offers, Amendments and Cancellation Charges

1. RATES, TAXES AND CHECK-OUT POLICIES

Belmond Hotel Caruso Rates 2020 in EUROS	Low Season 9 - 23 April 25 October - 31 October		Medium Season 24 April - 14 May 11 - 24 October		High Season 15 May - 10 October	
Room Type	F.I.T. Rates BB	F.I.T. Rates BB (10% VAT incl.)	F.I.T. Rates BB	F.I.T. Rates BB (10% VAT incl.)	Retail Rates BB	F.I.T. Rates BB (10% VAT incl.)
Double Room Single Occupancy	307	337	422	464	613	675
Double Room Village View	370	407	549	604	798	878
Superior	408	449	607	668	882	970
Deluxe	660	726	982	1.080	1.428	1.571
Junior Suite Superior	718	790	1.097	1.207	1.596	1.756
Deluxe	888	977	1.358	1.493	1.974	2.171
Executive	1.002	1.102	1.531	1.684	2.226	2.449
Suite Superior	1.242	1.366	1.589	1.748	2.310	2.541
Sea View Garden	1.386	1.525	1.733	1.906	2.520	2.772
Deluxe	1.709	1.880	2.137	2.350	3.108	3.419
Exclusive	2.310	2.541	3.176	3.494	4.620	5.082
Extra Bed Only available in Junior suites and suites	142	156	142	156	142	156
Meals Half Board Supplement (to Bed&Breakfast rates)	82	90	91	100	96	105
Full Board Supplement (to Bed&Breakfast rates)	153	169	172	189	180	198

All above room rates and supplements are quoted in EUR on a per room per night basis, inclusive of full American breakfast.

Half Board and Full Board supplements are quoted on a per person per day basis.

Children up to 12 years will benefit from a 30% discount on the half board and full board supplements.

City Tax applies to stays up to 10 consecutive nights at the following rates:

Eur 5.00 per person, per night.

Children 0-12 years old sharing room with parents and disable guests: no city tax charge.

City tax policy may change without any notice.

City Tax is payable by the Guest upon check-out.

Check-in from 14:00

Check-out at 12:00

Late check-out (if available) will be charged as follows:

- 50% of the rate until 4pm
- 100% of the rate after 4pm

The Tour Operator is responsible for any errors made via their reservation systems and the Company shall have no liability in respect of such errors.

CANCELLATION POLICY

Days ¹	% of Booking
From 14 up to 7	50% ²
from 6 to 1	75% ²
arrival date	100% ³
no shows	100% ³
early departure	100% ³

¹ Days prior to arrival date when written advice of cancellation is received by the Hotel

² Of the value of the entire Booking

³ Of the value of the unused stay

The Company may change the above cancellation policy in respect of any Booking from time to time by notice to the Tour Operator provided that such changes impose a cancellation policy that is more strict than the cancellation policy set out above.

2. OFFERS 2020				
FROM	TO	WEEK DAY	NOTES	OFFERS
April 24, 2020	May 14, 2020	1,2,3,4,5,6,7	Last arrival on May 11	4X3
October 11, 2020	October 24, 2020	1,2,3,4,5,6,7	Last arrival on October 21	4X3

OFFER "4X3"

For each new Booking of 4 consecutive nights, Tour Operator's Guests will receive the fourth night of their stay on a complimentary basis (bed & breakfast, tax included).

Minimum stay requirement: 4 consecutive nights (3 paid nights + 4th night free)

Promotional Code: T4X3

To book this promotion the Tour Operator will have to quote the T4X3 promotional code when notifying a new Booking to our Reservations Office.

Restrictions:

- It is automatically applicable to the rooms on Free Sell only during the validity dates of this promotion.
- It has to be requested to our Reservations Office for the room categories on request.
- The T4X3 promotion cannot be used in multiples (e.g. 8x6; 12x9, etc) nor combined with any other special offer.
- Not valid for stays in Exclusive Suite.

All offers are subject to Blackout Dates and availability as notified by the Company/Hotel to the Tour Operator from time to time.

3. SPECIAL COMMISSION POLICY APPLIED ON PACKAGES AND PROMOTIONAL RATES SOLD THROUGH THE COMPANY'S WEBSITE

In the event that the Tour Operator becomes aware that the lowest publicly available rate offered on www.belmond.com is lower than the corresponding price that has been made available to the Tour Operator for such booking pursuant to this Agreement (provided that the booking is, in the Company's opinion, identical to the relevant booking made available to the Tour Operator pursuant to this Agreement) the Tour Operator may notify the Company that the lowest publicly available rate is lower. If the Company agrees, the Tour Operator may book such a rate (where policy, terms & conditions of that specific public rate will apply) from the Company and receive a 20% commission ("**Special Commission**") on such a booking (subject to the restrictions below and receipt by the Company of a valid invoice from the Tour Operator setting out any Special Commission due in accordance with this Section 3).

The Tour Operator may deduct the Special Commission (to the extent any Special Commission is due in accordance with this Section 3) due to the Tour Operator from the Package Price of the relevant Booking provided that the Company has given its prior written consent.

Restrictions:

- The "Special Commission" shall be 10% in respect of any Bookings for special events, packages (e.g. Grand Tour package) and any other promotional rates as set out on the Cover Sheet or otherwise notified by the Company from time to time, unless the Booking has been at a package rate or any type of special offer or other promotional rate in which case no Special Commission shall apply;
- Special Commission is not payable on VAT (or any equivalent sales tax);
- no Special Commission shall be payable to the Tour Operator in respect of any cancelled or no-show bookings;

4. ALLOWED ROOM OCCUPANCY

Belmond Hotel Caruso	
Room Category	Maximum Occupancy
Double S.O	1
Double Village View	2
Double Superior	2
Double Deluxe	2
Junior Suite Superior	2 + 1 Extra Bed
Junior Suite Deluxe	2 + 1 Extra Bed
Junior Suite Executive	2 + 1 Extra Bed
Suite Superior	2 + 2 Extra Bed
Sea View Garden Suite	2 + 1 Extra Bed
Suite Deluxe	2 + 2 Extra Bed
Exclusive Suite	2 + 2 Extra Beds

The above table is for information purposes only. Room occupancy remains subject to (1) confirmation by the Company/Hotel; and (2) any additional charges notified to the Tour Operator by the Company from time to time.

5. CHILDREN POLICY

Children under the age of 12 years stay free of charge on a bed & breakfast basis when sharing a room with parents (or 2 adults) provided that the occupancy of the applicable room allows an extra bed (see Section 4 above – *Allowed Room Occupancy*).

Children under the age of 12 years shall receive a 30% discount on the applicable meal supplement rates set out above (see Section 1 above – *Rates, Taxes and Check-out Policies*).

Children shall only be permitted in the restaurant areas of the Hotel at the sole discretion of the General Manager.

6. MARKETING

The Tour Operator hereby agrees to promote the Hotel as its preferred luxury hotel in the area in which the Hotel is located, including but not limited to:

- The best available space in the Tour Operator (and each of its Trade Clients) 2020 catalogue and websites, featuring several images of Company and a detailed description of its facilities, such images and description shall be made available to the Tour Operator via the Belmond Image Library (www.belmondimages.com);
- Prominent exposure of the Company's Special Promotions on the Tour Operator's (and each of its Trade Clients, if applicable') websites,

in each case in accordance with Schedule 3 (General Terms) to this Contract.

Schedule 2

Booking Procedures

Tour Operator shall make each Booking in accordance with all Relevant Legislation and the following procedures:

1. All Bookings

- a. Tour Operator shall make all Bookings on behalf of its Trade Clients;
- b. Before giving any confirmations to the proposed Guest(s), the Tour Operator shall (and shall procure that each of its Trade Clients shall) check availability for the requested Arrangement(s) with the Belmond Reservations Department direct;
- c. Tour Operator shall (and shall procure that each of its Trade Clients shall):
 - i. notify prospective Guest(s) of the visa, immigration, travel medication and vaccination requirements relevant to the Arrangements (if any) and the importance of having (or applicable legal requirement to have) adequate travel insurance to cover the Arrangements;
 - ii. obtain from each prospective Guest(s) and provide to the Company (as soon as possible and in any event not less than **7** days before arrival):
 - a. any dietary requirements and any disabilities/relevant medical issues (e.g. ground floor room requests);
 - b. if the relevant Hotel is arranging transfers for the Guest(s), details of each Guest's inbound flight;
 - c. if applicable, details of the applicable Trade Client through whom Guest has arranged the Booking;
 - iii. ensure that when a Guest makes a special request (including but not limited to any arrangements in relation to reduced mobility), this request is promptly and accurately notified to the Company in writing;
 - iv. not make any verbal or written (i) representations to any Guest regarding the Arrangements which are not set out on the Company's website or marketing materials (ii) assurances to a Guest that any special request shall be complied with; and
 - v. notify each Guest immediately in writing (and by telephone if notification occurs less than **7** days before arrival) of all corrections and amendments advised to the Tour Operator from time to time by the Company in respect of that Guest's Booking;
- d. Tour Operator shall, and shall procure that each of its Trade Clients shall, advise all prospective Guests before making a Booking (which advice must be confirmed in writing if given verbally) that the Booking is made with the Tour Operator or Trade Client (as applicable) as principal, subject to the Tour Operator's or Trade Client's (as applicable) terms and conditions; and

- e. Company shall use all commercially reasonable endeavours to confirm Bookings in writing within **24** hours of Tour Operator's request.

2. EEA Package Bookings (only applicable to Tour Operators (or any of their Trade Clients) selling Arrangements as an EEA Package Booking):

In respect of EEA Package Bookings, Tour Operator shall, and shall procure that each of its Trade Clients shall, (in addition to the requirements set out in (1) above):

- a. advise all prospective Guests before making an EEA Package Booking (which advice must be confirmed in writing if given verbally):
 - i. that the Tour Operator or Trade Client (as applicable) is acting as the Organiser of the EEA Package Bookings;
 - ii. of the pre-booking information and disclosures which must be given for EEA Package Bookings to the Guest(s) under the PT Regulations.
- b. ensure that the contract entered into between the Tour Operator or the Trade Client (as applicable) and the Guest(s) for such EEA Package Booking shall comply with requirements of the PT Regulations and any other Relevant Legislation (such as the ATOL Regulations).

Schedule 3 - Tour Operator Contract - General Terms (July 2019) available at <https://belmondcdn.azureedge.net/pdfs/FITNonGroupTermsJuly2019.pdf> are incorporated into this Contract by reference.



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TOUR OPERATOR CONTRACT – F.I.T

Cover Sheet

Company	Company Name: Son Moragues, S.A. Registered Number: A-07/096761 Registered Address: 7179 Deià Mallorca, Balearics. Spain
Hotel(s)	Belmond La Residencia
Tour Operator	Company Name: Registered Number: Registered Address:
Tour Operator Contact Details	Contact Name: Contact Telephone: Contact e-mail address:
Tour Operator Primary Email Address	
Stop Sale Email Address	
Invoicing Address	
Tour Operator VAT Number (or equivalent Tax identification number)	
Tour Operator Trade Memberships (insert, e.g. ASTA, ABTA, ATOL)	
Belmond Reservations Department	Reservations F.I.T. Department up to a maximum of 7 rooms per night. Tel : +39 0185 2678580 Email : reservations.lrs@belmond.com Note: this contract does not apply to bookings of 8 rooms or more. To make a group booking, please contact: Reservations Groups Department Tel: +39 0185 2678 439



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	Email: ita.seso@belmond.com
Maximum Rooms (per Booking)	This Contract only applies to Bookings of up to 7 rooms.
Start Date	12.00 noon on 19 th March, 2020 (opening date of hotel)
End Date	12.00 noon on 8 th November, 2020 (closing date of hotel)
Permitted Media (list Trade Clients' permitted media e.g. website domain names, branded brochures)	Tour Operator's brochure and Tour Operator's website(s) (to the extent the domain name of such website is substantially comprised of the Tour Operator's name) Trade Client's permitted media:
Trade Clients	
Currency	Euros
Package Price and Offers	See Schedule 1 below (which may be amended by the Company by not less than 20 Business Days' notice in writing to the Tour Operator from time to time)
Blackout Dates	The following dates: Buy out: 21-25 May 2020 (4 nights) Buy out: 03-06 September 2020 (3 nights) and any additional dates notified to the Tour Operator by the Company from time to time.
Special Events Dates (rates and availability on request only)	n/a and any additional dates notified to the Tour Operator by the Company from time to time.
Free Sale Release Dates and On Request categories	Free Sale <ul style="list-style-type: none"> • Double Room Classic • Double Room Superior* • Double Room Deluxe • Junior Suite Superior* • Junior Suite Deluxe • Junior Suite Executive <p>Tour Operator can make Bookings of up to one of each of the above room categories per night provided that ("Free Sell Bookings"):</p> <ul style="list-style-type: none"> • the Belmond Reservations Department receives the Booking confirmation no later than (1) in the case of low/medium season Bookings (March 19, 2020 to May 28, 2020 and September 27, 2020 to November 7, 2020) 72 hours prior to 2pm on the arrival date of such Booking; (2) in the case of high season Bookings (29 May 2020 to September, 26 2020) 7 Business Days prior to 2pm on the arrival date of the applicable Booking; • the start and/or end date of the Booking does not fall within any Blackout



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	<p>Dates, Special Event Dates and stop sell dates (as set out on this Cover Sheet and any additional Blackout Dates, Special Event Dates and stop sell dates as notified to the Tour Operator from time to time);</p> <ul style="list-style-type: none"> the Tour Operator notifies the Hotel immediately in writing that a Booking has been made and in any event no later than 12 hours after confirming the Booking to any of the Guest(s) who have made such Booking. <p>Any Booking that is not a Free Sell Booking shall not be confirmed until the Belmond Reservations Department has confirmed such Booking in writing.</p> <p>Any stop sell dates notified by the Hotel or the Belmond Reservations Department to the Tour Operator from time to time will be effective 12 hours after such notification has been sent by the Hotel or the Belmond Reservations Department.</p> <p>On Request Categories</p> <p>The following Hotel room categories may only be booked with the prior written consent of the Belmond Reservations Department:</p> <ul style="list-style-type: none"> Single Room Suite Deluxe Suite Exclusive Presidential Suite Designer Suite Villa <p>* 2 rooms for Double Room Superior and Junior Suite Superior</p>
<p>Payment Terms</p>	<p><u>PREPAYMENT</u></p> <p>The Tour Operator shall make full payment for the Booking to the Company 15 Business Days prior to check-in (whether the Guest and/or applicable Trade Client has paid the Tour Operator or not) unless stated otherwise in Schedule 1.</p> <p>If a Booking is confirmed to the Tour Operator less than 15 days prior to the arrival date, the Tour Operator shall make full payment for the Booking to the Company within 24 hours of the Booking being confirmed to the Tour Operator.</p> <p>Late prepayments may, at the Hotel's discretion, result in cancellation of the Booking.</p> <p>Payments must be made in Euros, reflecting the total invoice amount, via bank transfer, to Company's bank account details of which are set out below:</p> <p>Bank: BBVA Agency: Calle Archiduque Luis Salvador,11 07179 Deià, Spain Account Name: Son Moragues S.A. IBAN: ES58 0182 3321 4902 0151 2215 SWIFT: BBVAESMMXXX</p> <p>Every payment must clearly state reference the clients' names, dates of stay and the Company's invoice number. All bank charges are payable by the Tour Operator.</p>


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	<p>The credit facility does not affect the Company's cancellation terms of this Contract defined in Schedule 1.</p> <p>DEPOSITS</p> <p>For individual Bookings of 1 or more related rooms (up to 7), exceeding the amount of EUR 20000 (twenty thousand Euros), the Company reserves the right to request a deposit and apply a different cancellation policy from the one specified above, such cancellation policy may be notified to the Tour Operator by the Company/Hotel from time to time.</p> <p>The Company may change the payment terms applicable to any Booking from time to time by notice to the Tour Operator provided that such changes impose payment terms that are more strict than the payment terms set out above.</p>
--	--

- A. The Company owns and operates the Hotel(s).
- B. Subject to earlier termination in accordance with the terms of this Contract (being the Cover Sheet and the attached Schedules, as amended or varied by the Parties in writing from time to time), the Company hereby authorises the Tour Operator to sell during the Term (excluding Blackout Dates) Arrangements as part of a Package on a non-exclusive basis as principal. The Tour Operator hereby acknowledges that all Arrangements are subject to (i) payment in full when due, (ii) the Company's right to refuse admission to any Guest and (iii) availability and it being expressly agreed by the Tour Operator that the Company may on not less than 20 Business Days' notice from time to time, close access by the Company to any Package Price.
- C. This Contract is subject to Belmond's FIT Tour Operator (Non Groups) General Terms available at <https://belmondcdn.azureedge.net/pdfs/FITNonGroupTermsJuly2019.pdf> which are deemed incorporated into this Contract as "Schedule 3" and by signing this Contract you agree to those terms.
- D. The Tour Operator may not (and shall procure that none of its Associates or any Trade Client shall) make or advertise Room Only Bookings without the prior written consent of the Company.
- E. This Contract replaces any existing agreement(s) between the Parties (or the Tour Operator and any member of the Belmond Group) regarding Arrangements and/or Bookings (which agreement(s) is/are terminated as a result, save in respect of any claim either Party may have against the other for antecedent breach thereof and in respect of Bookings already confirmed by the Company before the date of this Contract in which case any prior agreement or arrangement shall apply to those Bookings).

Signed by an Authorised Representative on behalf of the Company

Signature	
Name	Sofia Peluso
Status	DOS Italy, Spain & Portugal
Date	30/10/2019

Signed by an Authorised Representative on behalf of the Tour Operator

Signature	
Name	Rodrigo Garza Medina
Status	President & Owner
Date	December 3rd, 2019


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 MALLORCA

Schedule 1

Package Prices, Offers, Amendments and Cancellation Charges

1. RATES, TAXES AND CHECK-OUT POLICIES

Belmond La Residencia Rates 2020 in EUROS		Low Season 19 March -3 April 13 - 30 April 18 October - 7 November		Medium Season 4 -12 April 1 - 28 May 27 September - 17 October		High Season 29 May - 26 September	
Room Type		F.I.T. Rates BB	F.I.T. Rates BB (10% VAT incl.)	F.I.T. Rates BB	F.I.T. Rates BB (10% VAT incl.)	F.I.T. Rates BB	F.I.T. Rates BB (10% VAT incl.)
Single Room		280	308	301	331	386	425
Double Room	Classic	343	378	428	471	591	650
	Superior	403	444	505	556	709	780
	Deluxe	469	516	587	646	780	858
Junior Suite	Superior	651	716	815	896	1.181	1.299
	Deluxe	916	1.007	1.145	1.259	1.496	1.646
	Executive	1.044	1.148	1.305	1.436	1.654	1.819
Suite	Deluxe	1.294	1.423	1.617	1.779	2.363	2.599
	Exclusive	1.714	1.885	2.143	2.357	2.914	3.205
	Designer	1.875	2.063	2.345	2.579	3.150	3.465
	Presidential	2.204	2.424	2.755	3.031	3.701	4.071
Double Room S.O.	Classic	322	355	402	442	554	610
	Superior	382	420	479	527	673	740
	Deluxe	447	492	560	616	743	818
Villa		1.634	1.797	2.043	2.248	2.520	2.772
Extra Bed		131	144	131	144	131	144
Meals	Half Board Supplement (to Bed&Breakfast rates)	72	80	81	89	81	89
	Full Board Supplement (to Bed&Breakfast rates)	123	135	138	151	138	151

All above room rates and supplements are quoted in EUR on a per room per night basis, inclusive of full American breakfast.

VAT rate is not included in the above rates and has to be added, currently at 10%. It may be subject to legislative modification. In this case Company shall inform promptly Tour Operator in written form.

Note: a minimum stay requirement of 5 nights applies on Villa bookings in July and August, and is of 3 nights for the rest of the season.

Half Board and Full Board supplements are quoted on a per person per day basis.

Children up to 12 years will benefit from a 30% discount on the half board and full board supplements.

Eco Tax: Eur 4.00 + 10% Vat per person, per night. . It must be paid by the guest upon check-out.

Applicable to stays up to 9 consecutive nights. With the remaining nights at 1 Eur + 10% Vat per night.

From November to the end of April charged at 1 Eur + 10% Vat per person/night.

Children 0-16 years old sharing room with parents and disable guests: no city tax charge.

City tax policy may change without any notice.

Check-in from 15:00

Check-out at 12:00



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Late check-out (if available) will be charged as follows:

- 50% of the rate until 4pm
- 100% of the rate after 4pm

The Tour Operator is responsible for any errors made via their reservation systems and the Company shall have no liability in respect of such errors.

CANCELLATION POLICY

Days ¹	% of Booking
From 14 up to 7	50% ²
from 6 to 1	75% ²
arrival date	100% ³
no shows	100% ³
early departure	100% ³

¹ Days prior to arrival date when written advice of cancellation is received by the Hotel

² Of the value of the entire Booking

³ Of the value of the unused stay

The Company may change the above cancellation policy in respect of any Booking from time to time by notice to the Tour Operator provided that such changes impose a cancellation policy that is more strict than the cancellation policy set out above.

2. OFFERS 2020				
FROM	TO	WEEK DAY	NOTES	OFFERS
April 4, 2020	April 12, 2020	1,2,3,4,5,6,7	Last arrival on April 8	5X4
May 1, 2020	May 28, 2020	1,2,3,4,5,6,7	Last arrival on May 24	5X4
September 27, 2020	October 17, 2020	1,2,3,4,5,6,7	Last arrival on October 13	5X4

OFFER "5X4"

For each new Booking of 5 consecutive nights, Tour Operator's Guests will receive the fifth night of their stay on a complimentary basis (bed & breakfast, tax included).

Minimum stay requirement: 5 consecutive nights (4 paid nights + 5th night free)

Promotional Code: T5X4

To book this promotion the Tour Operator will have to quote the T5X4 promotional code when notifying a new Booking to our Reservations Office.



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Restrictions:

- It is automatically applicable to the rooms on Free Sell only during the validity dates of this promotion.
- It has to be requested to our Reservations Office for the room categories on request.
- The T5X4 promotion cannot be used in multiples (e.g. 10x8; 15x12, etc) nor combined with any other special offer.
- Not valid for stays in Exclusive Suite, Presidential Suite and Designer Suite.

All offers are subject to Blackout Dates and availability as notified by the Company/Hotel to the Tour Operator from time to time.

3. SPECIAL COMMISSION POLICY APPLIED ON PACKAGES AND PROMOTIONAL RATES SOLD THROUGH THE COMPANY'S WEBSITE

In the event that the Tour Operator becomes aware that the lowest publicly available rate offered on www.belmond.com is lower than the corresponding price that has been made available to the Tour Operator for such booking pursuant to this Agreement (provided that the booking is, in the Company's opinion, identical to the relevant booking made available to the Tour Operator pursuant to this Agreement) the Tour Operator may notify the Company that the lowest publicly available rate is lower. If the Company agrees, the Tour Operator may book such a rate (where policy, terms & conditions of that specific public rate will apply) from the Company and receive a 20% commission ("**Special Commission**") on such a booking (subject to the restrictions below and receipt by the Company of a valid invoice from the Tour Operator setting out any Special Commission due in accordance with this Section 3).

The Tour Operator may deduct the Special Commission (to the extent any Special Commission is due in accordance with this Section 3) due to the Tour Operator from the Package Price of the relevant Booking provided that the Company has given its prior written consent.

Restrictions:

- The "Special Commission" shall be 10% in respect of any Bookings for special events, packages (e.g. Grand Tour package) and any other promotional rates as set out on the Cover Sheet or otherwise notified by the Company from time to time, unless the Booking has been at a package rate or any type of special offer or other promotional rate in which case no Special Commission shall apply;
- Special Commission is not payable on VAT (or any equivalent sales tax);
- no Special Commission shall be payable to the Tour Operator in respect of any cancelled or no-show bookings;



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4. ALLOWED ROOM OCCUPANCY

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Room Category	Maximum Occupancy
Double Classic S.O	1
Double Superior S.O	1
Double Deluxe S.O	1
Double Classic	2
Double Superior	2 + 1 Extra Bed
Double Deluxe	2 + 1 Extra Bed
Junior Suite Superior	2 + 1 Extra Bed
Junior Suite Deluxe	2 + 1 Extra Bed
Junior Suite Executive	2 + 1 Extra Bed
Deluxe Suite	2 + 1 Adult or 2+2 children*
Exclusive Suite	2 + 1 Adult or 2+2 children*
Presidential Suite	2 + 1 Adult or 2+2 children*
Designer Suite	2 + 1 Extra Bed
Villa	6 + 1 Extra Bed

*Children under the age of 12 years.

The above table is for information purposes only. Room occupancy remains subject to (1) confirmation by the Company/Hotel; and (2) any additional charges notified to the Tour Operator by the Company from time to time.

5. CHILDREN POLICY

Children under the age of 12 years stay free of charge on a bed & breakfast basis when sharing a room with parents (or 2 adults) provided that the occupancy of the applicable room allows an extra bed (see Section 4 above – *Allowed Room Occupancy*).

Children under the age of 12 years shall receive a 30% discount on the applicable meal supplement rates set out above (see Section 1 above – *Rates, Taxes and Check-out Policies*).

Children shall only be permitted in the restaurant areas of the Hotel at the sole discretion of the General Manager.



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6. MARKETING

The Tour Operator hereby agrees to promote the Hotel as its preferred luxury hotel in the area in which the Hotel is located, including but not limited to:

- The best available space in the Tour Operator (and each of its Trade Clients) 2020 catalogue and websites, featuring several images of Company and a detailed description of its facilities, such images and description shall be made available to the Tour Operator via the Belmond Image Library (www.belmondimages.com);
- Prominent exposure of the Company's Special Promotions on the Tour Operator's (and each of its Trade Clients, if applicable') websites, in each case in accordance with Schedule 3 (General Terms) to this Contract.



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Schedule 2

Booking Procedures

Tour Operator shall make each Booking in accordance with all Relevant Legislation and the following procedures:

1. All Bookings

- a. Tour Operator shall make all Bookings on behalf of its Trade Clients;
- b. Before giving any confirmations to the proposed Guest(s), the Tour Operator shall (and shall procure that each of its Trade Clients shall) check availability for the requested Arrangement(s) with the Belmond Reservations Department direct;
- c. Tour Operator shall (and shall procure that each of its Trade Clients shall):
 - i. notify prospective Guest(s) of the visa, immigration, travel medication and vaccination requirements relevant to the Arrangements (if any) and the importance of having (or applicable legal requirement to have) adequate travel insurance to cover the Arrangements;
 - ii. obtain from each prospective Guest(s) and provide to the Company (as soon as possible and in any event not less than **7** days before arrival):
 - a. any dietary requirements and any disabilities/relevant medical issues (e.g. ground floor room requests);
 - b. if the relevant Hotel is arranging transfers for the Guest(s), details of each Guest's inbound flight;
 - c. if applicable, details of the applicable Trade Client through whom Guest has arranged the Booking;
 - iii. ensure that when a Guest makes a special request (including but not limited to any arrangements in relation to reduced mobility), this request is promptly and accurately notified to the Company in writing;
 - iv. not make any verbal or written (i) representations to any Guest regarding the Arrangements which are not set out on the Company's website or marketing materials (ii) assurances to a Guest that any special request shall be complied with; and
 - v. notify each Guest immediately in writing (and by telephone if notification occurs less than **7** days before arrival) of all corrections and amendments advised to the Tour Operator from time to time by the Company in respect of that Guest's Booking;
- d. Tour Operator shall, and shall procure that each of its Trade Clients shall, advise all prospective Guests before making a Booking (which advice must be confirmed in writing if given verbally) that the Booking is made with the Tour Operator or Trade Client (as applicable) as principal, subject to the Tour Operator's or Trade Client's (as applicable) terms and conditions; and


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- e. Company shall use all commercially reasonable endeavours to confirm Bookings in writing within **24** hours of Tour Operator's request.

2. EEA Package Bookings (only applicable to Tour Operators (or any of their Trade Clients) selling Arrangements as an EEA Package Booking):

In respect of EEA Package Bookings, Tour Operator shall, and shall procure that each of its Trade Clients shall, (in addition to the requirements set out in (1) above):

- a. advise all prospective Guests before making an EEA Package Booking (which advice must be confirmed in writing if given verbally):
 - i. that the Tour Operator or Trade Client (as applicable) is acting as the Organiser of the EEA Package Bookings;
 - ii. of the pre-booking information and disclosures which must be given for EEA Package Bookings to the Guest(s) under the PT Regulations.
- b. ensure that the contract entered into between the Tour Operator or the Trade Client (as applicable) and the Guest(s) for such EEA Package Booking shall comply with requirements of the PT Regulations and any other Relevant Legislation (such as the ATOL Regulations).

Schedule 3 - Tour Operator Contract - General Terms (July 2019) available at <https://belmondcdn.azureedge.net/pdfs/FITNonGroupTermsJuly2019.pdf> are incorporated into this Contract by reference.