

**F.I.T. CONTRACT 2024/2025**

**NUBA**



# **THE IVENS**

**EXPLORERS HOTEL**

# THE IVENS

EXPLORERS HOTEL

## FIT Contract 2024\_ 2025

<b>Tour Operator</b>	Name: NUBA Register name: NUBA Register Address: Goldsmith 60, Colonia Polanco Ciudad de México, México, 11540
<b>Details of Tour Operator</b>	Contact name: Lorena Angéles Contact Telephone: +52 (55) 5255 4455 Contact Email : lorena.angeles@nuba.com
<b>VAT number ( or equivalent)</b>	
<b>Affiliations or Commercial Partnerships</b>	
<b>Hotel's Reservations Department</b>	Email: book@theivenshotel.com Telephone: +351 21210 543 135
<b>Initial date</b>	14 <sup>th</sup> October 2024
<b>End date</b>	31 <sup>st</sup> December 2025
<b>Permitted Media</b>	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)
<b>Trade Clients</b>	[list (or refer to a Schedule if the list is too long to include here) the TO's travel agents and Niche TO's that Tour Operator plans to make bookings on behalf of]
<b>Currency</b>	Euros
<b>Package Price and Offers</b>	20% OFF of our Flexible or Stay for Breakfast rates on all rooms NOT APPLICABLE TO SPECIAL OFFERS AND PACKAGES Rates are not applicable for groups (8 rooms or more) Minimum mark-up of 25% is required on all rates provided above. Not applicable for internet publication and cannot sell below these rates unless it is sold in a package format. All rates are confidential to end user.

# THE IVENS

EXPLORERS HOTEL

<b>Room Block</b>	Space is guaranteed on a FREE SALE basis. In case the Hotel will not have availability a black out date notice will be sent.
<b>Payment Terms</b>	All reservations need a prepayment at the time of booking. All reservations without any prepayment will not be confirmed unless the Tour Operator has agreed special credit conditions. In this case, on or about the first day of each month the Hotel will dispatch a statement to the Tour Operator setting out all payments due to the Hotel from the Tour Operator at that date. All "credit" requests are subject to our finance department approval.

## General Conditions:

The daily rates are per room/suite including taxes

## ROOM OCCUPANCY

Room Categories	Max. Occupany	Views
Capelo King Room	2 adults + 1 crib	Hotel Pateo
Capelo Twin Room	2 adults + 1 crib	Hotel Pateo
Ivens King Room	2 adults + 1 crib	Historical City view
Superior	2 adults + 1 cot	Hotel Pateo View
Premium	2 adults + 1 cot or 1 extra bed	Hotel City View
Suites	3 adults + 1 cot or 1 extra bed	Historical City view
Signature Suites	2 adults + 1 cot or 1 extra bed	City and River View

## Extra bed and children:

- Extra bed is only possible in the rooms mentioned above at a rate of Euros 120,00 per night BB from 13 years old
- Children under 12 are accommodated free of charge BB in parent's room. Maximum one child per room
- Extra beds are only permitted in specific room type categories as per grid above.

## Reservations:

- Directly to the Hotel.
  - Telephone – +351 210 543 135
  - Email – [book@theivenshotel.com](mailto:book@theivenshotel.com)

# THE IVENS

EXPLORERS HOTEL

**Cancellation Policy:** Cancellations within 48 hours (14H00, local time) prior to arrival or “no-show” or early departure will be charged the total amount of the stay.

**Check in / Check out:**

- The check-in time is after 14H00, the check-out time is until 12H00.
- Late check-out until 18H00 will be charged 50% of the rate. Late check-out after 18H00 will be charged 100%.
- Late check-outs will be subjected to the Hotel’s availability.

**Blackout dates and Stop Sales**

In cases of blackout dates other than mentioned in this contract the hotel reserves the right to request for stop sales and gives 24 hours deadline for the Tour Operator to report the last bookings.

**Payment:**

- a) **Full payment is required upon reservation.** Should you have credit approved with us please apply the credit conditions confirmed accordingly. All credit requests need to be approved by our finance department;
- b) **Guarantee:** All reservations confirmed by the Tour Operator will be considered guaranteed and will be subjected to our cancellation policy, in case they have a prepayment or a credit approval;

**Accounting Information:**

- CAISOR Investimentos Turísticos Lda
- Rua do Alecrim, 12
- 1249- 225 Lisboa - Portugal
- NIF - PT 513753176
- NIB: PT 50 001000005343605000183

**Brochure Copy and Photographs**

All brochure copy and photographs produced by the WHOLESALER depicting the Hotel must be approved by The Ivens Hotel, in advance. In the event WHOLESALER does not submit brochure copy and photograph(s) and the The Ivens Hotel determines that the brochure copy and/or photograph(s) contain incorrect information and misrepresents the Hotel in any manner then all brochure contribution funds for that edition of the brochure shall be reimbursed to the Hotel.

Rates are not valid for inclusion in "web", except in "sites" of Tour whose content matches the printed brochure. The Hotel must receive a copy of the brochure within 60 days.

# THE IVENS

EXPLORERS HOTEL

## GENERAL TERMS AND CONDITIONS

### Tour Operator/Wholesaler Obligations

Tour operator will, and will cause any Authorized Channel it works with, to make The Ivens Hotel guest rooms available to the end-user customer:

- Only as part of a bundle or package, meaning coupled with at least one other substantial travel component of material value on a non-exclusive basis as principal;
- Strictly for transient leisure travel only (for example, not for business travel or group travel oriented channels).

Tour Operator will not, and will not permit any Authorized Channel to:

- Make The Ivens Hotel guest rooms available to the end-user customer as an unpackaged, room-only product.
- Market The Ivens Hotel guest rooms as an unpackaged, room-only product on on-line (e.g., internet based) channels, or any other interactive channels including mobile devices that the end-user customer can access, this includes but is not limited to Online Travel Agents, Opaque Sites, Group Buying, Flash Sales, Social Commerce and Daily Deals sites and applications.
- Make The Ivens Hotel guest rooms available through any GDS as hotel only
- Disclose to the end-user customer the rate of The Ivens Hotel guest room.
- Make any false, misleading or deceptive claims that it offers specially discounted rates on The Ivens Hotel inventory, or advertise that it has the lowest price available, substantial discounts, online exclusive rates, exclusive savings, or comparable statements for The Ivens Hotel guest room inventory.

### Yieldability

- Rates offered to Tour Operator will be rates with a discount off the hotel published rates as stated above. Published rates and no qualified rates are rates that are available to the general public with a cancellation policy as defined by the hotel. Rates are current as of the date of the Agreement and subject to change.
- The Ivens Hotel reserves the right to increase or decrease rates in line with an increase or decrease of the non-qualified retail rates.
- The Ivens Hotel reserves the right to increase, decrease or cease making guest rooms available to Tour Operator at any time; this applies to allotments, free sell, on request, or any other method that the Hotel chooses to make rooms available to Tour Operator. Prior notice will be given to Tour Operator of any changes, the notice period will be defined by the Hotel prior to Agreement signature.
- Any reservation(s) made prior to a rate or availability change as detailed must be reported and confirmed to the Hotel within the timeframes as defined by Hotel within the Agreement.

### Insurance

Each Party will procure, maintain and keep in full force and effect during the term of the Agreement adequate insurance coverage (including public liability or commercial general liability insurance and property) as required by law, with a reputable company. In addition, Tour Operator will obtain insurance coverage as required

# THE IVENS

EXPLORERS HOTEL

## **Safety, Security & Laws**

Hotel will undertake to comply with all relevant laws, regulations and codes of practice including without limitation, those relating to hygiene, fire, safety and security of persons, planning, permits and licensing for the provision of the accommodation. Hotel will maintain the necessary permits and licenses for operating the premises in accordance with applicable legal provisions and regulations.

## **Confidentiality**

“Confidential Information” means the Agreement and the associated business terms, including the room rates and discounts. Each party will maintain the Confidential Information in the strictest confidence and will limit access to those of its employees, officers, and agents with a need to know such Confidential Information for the performance of obligations hereunder. Confidential Information may be disclosed in response to a subpoena or other legal process, to the extent the subpoena or legal process compels disclosure of such Confidential Information and the other party is

informed of such disclosure. Furthermore, the Confidential Information may be disclosed in a dispute resolution matter between the parties regarding matters arising from the Agreement.

## **Authority**

Each of the undersigned represents and warrants that it has the right, power and authority to enter into the Agreement on behalf of the respective entities named on cover sheet.

## **End-user Customer Information**

“End-user customer Information” means the first and last names, addresses, phone numbers and other personal data of any individual booking a guest room. Each party will comply with all applicable laws regarding the collection and sharing of end-User customer Information. End-User customer Information may be used in accordance with the policies of The Ivens Hotel.

## **STANDARDS AND GUIDELINES FOR ONLINE MARKETING**

### **Content Guidelines**

These Content Guidelines apply to websites, mobile websites, mobile applications and individual web pages of, **or controlled by the Tour Operator Channels or Tour Operator B2B Contractors** that are used for marketing and/or displaying hotel accommodations of The Ivens Hotel. They also apply to content used within advertisements that direct traffic back to Your Channels or Your B2B Contractors websites or mobile products.

- a) Hotel information and rates listed must comply with The Ivens Hotel direct channels Neither Tour Operators Channels nor Tour Operator B2B Contractors may make any false, misleading or deceptive claims that it offers specially discounted rates on The Ivens Hotel inventory that are not made available by The Ivens Hotel through other authorized The Ivens Hotel channels. This includes but is not limited to the following phrases in connection with The Ivens Hotel trademarks: “substantial discounts,” “online exclusive rates,” or “exclusive savings.”

# THE IVENS

EXPLORERS HOTEL

- b) Neither Tour Operator Channels nor Tour Operator B2B Contractors may make any false, misleading, or deceptive claims in connection with the use of any The Ivens Hotel trademark, including phrases such as “save 70%,” or “special rates.” This includes the use of “discounting” language in relation to The Ivens Hotel brands (for example, “cheap The Ivens Hotel rooms” or “discounted The Ivens Hotel rooms”.)
- c) There may not be a statement, either express or implied, that the website is an “official The Ivens Hotel website” or that The Ivens Hotel is associated with or has endorsed the website or mobile product.
- d) Without the prior written permission of an authorized The Ivens Hotel representative, a website may not use any The Ivens Hotel trademark in any part of a URL path, including but not limited to one or more domain name(s).
- e) Neither Tour Operator Channels nor Tour Operator B2B Contractors may, whether manually or via an automated tool, monitor, download or copy any content, photograph(s) or graphic design(s) from The Ivens Hotel’s web or mobile sites without the permission of an authorized The Ivens Hotel representative.
- f) Neither Tour Operator Channels nor Tour Operator B2B Contractors may, whether manually or via an automated tool, copy, scrape, frame, mirror or otherwise incorporate any content from The Ivens Hotel’s web or mobile site into any other website or for re-use or publishing online without the permission of an authorized The Ivens Hotel representative.

## **Online Advertising Guidelines**

These guidelines apply broadly to the use of The Ivens Hotel trademark and trade names within both web and mobile environments for ALL forms of online advertising, including but not limited to the following areas:

- Search engine marketing
  - Contextual Advertising
  - Targeted display advertising (including site retargeting)
  - Travel/meta/comparison search sites
  - Mobile marketing (including display ads, applications, SMS communications)
  - Social media
- a. Neither Tour Operator Channels or Tour Operator B2B Contractors may bid on keyword terms, or contextual category terms containing The Ivens Hotel trademark or common misspellings of The Ivens Hotel trademark, whether alone or in conjunction with other terms within web or mobile devices.
  - b. Neither Tour Operator Channels nor Tour Operator B2B Contractors may bid for preferential positioning – or become the primary (or sole) listing -- on ads appearing against The Ivens Hotel trademark and trade names.
  - c. Neither Your Channels nor Your B2B Contractors may use ANY The Ivens Hotel trademark or common misspelling in the text, title, images or display URL of ANY web-based or mobile advertisement, or any SMS communication.
  - d. In addition to the use of marks outlined in Section II, the following specific guidelines apply to each marketing tactic:

# THE IVENS

EXPLORERS HOTEL

## **Search Engine Optimization (SEO) Guidelines**

These SEO Guidelines apply to websites and individual pages of, or controlled by, Tour Operator Channels or Tour Operator B2B Contractors that market and/or displays hotel accommodations of The Ivens Hotel and uses search engine optimization tactics in order to gain rankings in natural search results on keyword terms that contain The Ivens Hotel trademark.

- a) **Meta data and Title Tags:** Websites may not employ repetition of The Ivens Hotel-related keywords (keyword stuffing) within meta data or site content for the purpose of skewing search results.
- b) **Deceptive redirects (cloaking):** Websites may not present one type of page content to the search engines to achieve rankings on a The Ivens Hotel-related search, but redirect users to another page that contains different or unrelated content.
- c) **Hidden or invisible text:** Websites may not place The Ivens Hotel-related keyword rich text on a page that is the same color as the background, such that it is hidden from a visitor's view but not from search engine spiders.
- d) **Google Places and other local listings:** Websites may not submit/claim The Ivens Hotel listings within any local services/products and directories.

## **Social Media & Commerce Guidelines**

The Social Media & Commerce Guidelines apply to Tour Operator Channels or Tour Operator B2B Contractors use of social media advertising or other forms of online targeted advertising offered by companies such as: Facebook, LinkedIn, Foursquare, RenRen, Groupon, Living Social, etc.

- a) Neither Tour Operator Channels nor Tour Operator B2B Contractors may create social media accounts (such as Facebook Fan pages, Twitter accounts, etc.) that include The Ivens Hotel trademark.
- b) 'Like' or 'share' button functionality may not be used by Tour Operator Channels or Tour Operator B2B Contractors to promote The Ivens Hotel content within Your Channels or Your B2B Contractors website or mobile site without The Ivens Hotel's permission.
- c) A hashtag is a tag used on the social network Twitter as a way to annotate a message (Ex: #yourhashtag), and are commonly used to show that a tweet, a Twitter message, is related to an event or conference. Re-tweeting, using The Ivens Hotel's hashtags, or public messaging The Ivens Hotel's social forums (twitter handles, blogs, walls) may not be done by Your Channels or Your B2B Contractors, whether on their website or owned social media forums, without The Ivens Hotel's permission.
- d) Neither Tour Operator Channels nor Tour Operator B2B Contractors may further discount or provide incentives on the purchase of The Ivens Hotel rooms & rates within Group Buying, Flash Sales, Social Commerce and Daily Deals sites and applications.

# THE IVENS

EXPLORERS HOTEL

## **Spyware and Other Automated Tools**

These Spyware and Other Automated Tools Guidelines apply to Tour Operator Channels or Tour Operator B2B Contractors use of online software applications that (a) fall under the general categories of “spyware,” “adware,” or “malware,” as those terms are generally defined in the industry; or (b) extract data or content from The Ivens Hotel.com. Tour Operator Channels or Tour Operator B2B Contractors may use or download onto a user’s computer any (i) spyware, adware, malware or similar tool; or (ii) toolbars or other navigational elements that integrate with or frame The Ivens Hotel.com and are designed to divert traffic from The Ivens Hotel.com to competitive sites.

## **INTELLECTUAL PROPERTY RIGHTS**

- To the fullest extent permissible, the Company hereby grants to the Tour Operator a non-exclusive, non-transferable, non-sub-licensable (save to Distribution Channels for the purposes of advertising the Hotel in accordance with this Contract), royalty-free license during the Term to reproduce the Licensed Intellectual Property solely for the purposes set out in this Contract and to identify the Company and/or the services and goods made available by the Company (for itself and on behalf of the The Ivens Hotel), provided that Tour Operator shall (and shall ensure that each Distribution Channel shall obtain the Company’s prior written approval for all such use (which approval (and any terms to which its may be subject) shall be given or withheld at the Company’s sole discretion) (“Limited License”). The Company shall notify Tour Operator in writing whether it approves, or requires any modifications to, such use within 10 Business Days of a request in writing to do so.
- Subject only to the grant of the Limited License, neither the Tour Operator nor any Distribution Channel shall by virtue of this Contract obtain or claim any right, title to or interest in any Intellectual Property Right owned or licensed by the Company or any member of the The Ivens Hotel nor make any representation or do any act which may be taken to indicate it has any right title to or interest in such. Tour Operator hereby

acknowledges that any goodwill and any rights resulting from the use by the Tour Operator (and/or any Distribution Channel) of the Licensed Intellectual Property shall inure solely and exclusively to the benefit of the Company or the applicable member(s) of The Ivens Hotel, or their licensor(s), as applicable.

- The Company reserves the right at any time by written notice to the Tour Operator in its sole discretion to object to, or restrict, any use of any Intellectual Property Rights owned or licensed by the Company or any member of the The Ivens Hotel. The Tour Operator shall have 3 Business Days after receipt of such notice to comply (at the Tour Operator’s cost) (and ensure that each Distribution Channel complies) with the Company’s directions.
- The Tour Operator shall ensure that whenever the Licensed Intellectual Property is used by it (and/or its Distribution Channels), it is accompanied by appropriate wording acknowledging (where applicable) that they are trademarks (and, where applicable, registered trademarks) used by the Tour Operator with the permission of the Company (or applicable member of the The Ivens Hotel). The terms of such wording and its placement shall be as stipulated by the Company from time to time.
- The Tour Operator shall not (and shall ensure that none of its Associates or Distribution Channels shall) at any time during or after the Term:

# THE IVENS

EXPLORERS HOTEL

- a) use any mark or name so resembling any Intellectual Property Right owned or licensed by the Company or any member of the The Ivens Hotel as to be likely to cause confusion or a likelihood of association and shall use all reasonable endeavors to preserve and maintain their distinctiveness and reputation;
- b) directly or indirectly apply to register, acquire or otherwise use any mark or name identical or similar to adding names and/or trademarks owned or licensed by the Company or any member of The Ivens Hotel
- c) domain name incorporating any word identical or similar to the trading names and/or trademarks owned or licensed by the
- d) do any act or thing that will bring the Company into disrepute;
- e) hold itself out as having any relationship with the Company than that of non-exclusive tour operator during the Term;
- f) do, or permit or suffer to be done, any act which would or might jeopardize or invalidate any registration of any of the trademarks owned or licensed by the Company which are registered, nor to do any act which would or might assist or give rise to any application to remove any of such trade marks from any applicable trade mark registry or which would or might prejudice the right or title of the registrant or holder of such trademarks.
- g) All Intellectual Property Rights not expressly granted under this clause 8 are hereby expressly reserved.
- h) The Hotel does not allow pay per click campaigns using exact keyword with our Brand Name "The Ivens Hotel" and their domains – [www.bairroaltohotel.com](http://www.bairroaltohotel.com) and [www.hotelbairroalto.com](http://www.hotelbairroalto.com).
- i) The hotel does not allow distribution on the following sites mentioned below:

Amoma.com  
Travelrepublic  
Olotels.com  
Otels.com  
Otel.com  
Beds10.com

Onhotels.com  
Rumbo.es  
HotelTravel.com  
7ideias  
Logitravel  
Hotels4u.com

We will use the right to refuse sales from all the pages mentioned above and other websites or sales channels not mentioned previously that in a direct or indirect way are selling our hotel with lower public prices than those prices visible on the official hotel webpage [www.bairroaltohotel.com](http://www.bairroaltohotel.com).

## **City Tax not included.**

We would like to inform in accordance to the Portuguese Law, a new Lisbon City Tax will be charged, as of the 1<sup>st</sup> of January 2016. The Tourist City Tax is 2 EURO per adult, per night, and will be charged for a maximum of 07 nights. The tax will not apply to guests of 12 years and younger. This tax will be paid directly at the Hotel. Please note that this tax may suffer adjustments during contract in which new tax will apply.

## **Termination Rights**

- Either Party may terminate the Agreement at any time upon 30 days' written notice to the other party.
- Hotel reserves the right to cancel any booking made in breach of the Agreement.
- In the case of such a cancellation, all provisions in this document remain in force for reservations taken before the notice has been received, provided the guests' stay is completed before the end of the thirty-day period.

# THE IVENS

EXPLORERS HOTEL

- For reservations taken after the notice has been received, for a stay occurring after the thirty-day period has expired, the reservation will be at The Ivens Hotel published rack rate, commissionable at 10%.
- For these stays, full pre-payment of all room and tax charges will be required prior to the guests' arrival. Payment of all outstanding amounts at the end of the thirty-day period must be paid within fifteen (15) days of the date of termination.

These conditions are valid only after the return of this contract duly signed. This Agreement is to be treated confidentially by both parts. Failure to comply with the terms above may result in cancellation of this contract.

## Governing Law

The Agreement shall be construed under and governed by the laws of Portugal without regard to the conflict of law's provisions of such jurisdiction. All disputes arising under this agreement will be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules"). The arbitration will be resolved by one arbitrator appointed in accordance with the ICC Rules. The language of the arbitration will be English. The place of arbitration will be Lisbon, Portugal. The decision of the arbitral tribunal will be final and binding upon the parties, and such decision will be enforceable through any courts having jurisdiction. The arbitral tribunal will have no authority to amend or modify the terms of this Agreement. Arbitration is the exclusive remedy and neither party will attempt to adjudicate the matter in any other manner or forum. The decision of the arbitrator will be final and binding on the parties, and the decision will be enforceable through any court of competent jurisdiction. This section shall survive termination of this Agreement.

Upon signature by both parties, Hotel and Hotel shall have agreed to and executed this Contract by their authorized representatives as of the dates indicated below.

## AGREED AND ACCEPTED BY:



\_\_\_\_\_  
Signature

Alessandra Girardi

\_\_\_\_\_  
Print Name

Product Director

\_\_\_\_\_  
Title

17 October 2024

\_\_\_\_\_  
Date

## THE IVENS HOTEL:

\_\_\_\_\_  
Signature

Gonçalo Dias

\_\_\_\_\_  
Print Name

Managing Director.

\_\_\_\_\_  
Title

October 14, 2024

\_\_\_\_\_  
Date