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# **AGREEMENT BETWEEN**

Company : JHS on Behalf of Jaz Hotels & Resort

Contact Person : Ali Kansou

Address : Jumeirah Lakes Towers, Platinum Tower 16th floor Office # 1607/1608

Dubai, P.O. Box 112654, United Arab Emirates

Telephone : +971(0)44474972Fax : +971(0)44474967

Email : ali.kansou@jhsdubai.com

(First Party)

**AND** 

Company : Contact Person :

Address :

Telephone :

Fax :

Email :

(Second Party)



# 1. Qualifications

Second party undertakes on its own expenses the exposure of first party's pictures and write-up in its own website and any other affiliates and other marketing efforts. This contract is not valid unless second party features the first party in the above-mentioned websites.

#### 2. Contract Duration

This agreement shall come into force on the date of signature and shall continue for one year; and will be renewed automatically unless any of the two parties wish to terminate the contract with a prior written notice of at least three (03) months.

In the event of such termination; both parties agree to:

- ✓ 1<sup>st</sup> Party will honor all customer reservations made prior to the date of the termination comes into effect; or provide suitable alternative service
- $\checkmark$  2<sup>nd</sup> Party will settle all related account issues accordingly.

#### 3. Available Rooms

- First party will submit along with seasonal rates a sheet.
- Total Allotment is 02 Rooms per Hotel.
- 7 days Release period.

# 4. <u>Rates:</u>

- Rates for each season / year will be provided by first party 3 months prior the season / year
- Second party will commit that rates will be only sold to Employees in the hospitality , tourism & airlines industries
- Rate sheet for each the hotels will be sent by the 1st Party to 2nd Party per season / year
- All supplements will be mentioned on the rate sheets of each hotel.
- All rates and conditions are inclusive of the applicable government and local taxes as well as service charges. In case of an increase of these taxes and charges the first party reserves the right to adjust the contracted rates and conditions accordingly reflecting the increase and the first party will notify the second party.
- The contracted rates are not applicable for MICE business or groups.
- The first party reserves the right to revise the Room Rates and/or Meal Rates, or translate and quote a different currency, at any time, by giving 28 days advance written notice to the second party. The revised rate(s) shall be valid and binding to the second party upon notification, in respect of all the room reservations commencing from the date of expiry of the notice period.

#### 5. Commission

• The rates are commissionable at 10%



# 6. Reservation

- 2nd Party will send all reservations and booking requests in writing to the contracted hotels via e-mail and as per the hotels' contact details.
- The hotels request to receive the following written information upon reservation and/or booking request:
  - Name of the Expedienten Partner
  - Name of group/individuals
  - Number of guests
  - Number and type of rooms required
  - Meal plan per guest
  - Arrival/departure dates and expected time
  - Special requirements
- Hotel will confirm the booking depending upon the availability, in case allotment has been utilized.

### 7. Stop Sale

- Stop sale request will be sent incase hotels running high occupancy.
- Allotment to be released and hotel to be closed within 24hrs of receiving stop sale request.

#### 8. Turn Away

In the unlikely event of an overbooking situation, the first party will relocate the customer in another hotel of similar category or higher, within the same destination or nearest and without additional cost to the customer.

#### 9. Payment & Billing Procedures

- Hotel will send the Pro-forma Invoice to the 2<sup>nd</sup> Party.
- Payment for the booking to be done in advance after deducting the 10% commission before Guest Arrival via Bank transfer.
- 2<sup>nd</sup> Party will guarantee to send a copy of the bank transfer to each Hotel to verify the payment.
- Guest who extend their stay will be charged Best Available Rate for the extension, unless such extension is booked and paid for by the 2<sup>nd</sup> Party in advance before the original check out date.

#### 10. Check In / Check Out

Check in time is 14:00 hours; check out time is noon, 12:00 hours. The first party reserves the right to charge 50% of the contracted rate in case of late departure before 18:00 hours and an overnight in case of late departure after 18:00 hours. The first party also reserves the right to charge one night at contracted rate in case of check-in before 05:00 am.



#### 11. Overstay

Guests who extend their stay will be charged rack rates for the extension, unless such an extension is booked and paid for by the second party before the original check out date and time.

# 12. Complaints

Guest complaints should be forwarded immediately to the General Managers or their deputies in writing. The hotels must be given the chance to respond to the guest complaint. No complaints will be honored after the checkout date of the guest.

# 13. Cancellation & No-Show

• All cancellations should be forwarded to the contracted hotel in written correspondence using the hotels' contact details (fax or e-mail address).

# Cancellation & No Show policy except Peak periods:

- In case of Cancellation within 03 days prior to arrival 01 night charge apply.
- In case of No show 01 night charge apply.

# Cancellation & No Show policy during Peak Periods:

- In case of Cancellation within 07 days prior to arrival 01 night charge apply.
- In case of No show 01 night charge apply.

Peak Periods	Dates	Cancellation Charge	No show Charge	Release Period
Christmas & New Year	24.12.2016 - 03.01.2017	07days/1night charge	1 night charge	07 days
Mid-Year	22.01.2017 - 13.02.2017	07days/1 night charge	1 night charge	07 days
Easter	13.04.2017 - 20.04.2017	07days/ 1 night charge	1 night charge	07 days
Sham Nessim	13.04.2017 - 20.04.2017	07days/ 1 night charge	1 night charge	07 days
July & August (Including eid El Fetr)	23.06.2017 - 31.08.2017	07days/ 1 night charge	1 night charge	07 days
Eid Al Adha	30.08.2017 - 04.09.2017	07days/ 1 night charge	1 night charge	07 days

#### **14.** Correspondence

All correspondence has to be forwarded in writing to the first party, while any verbal agreements will not be considered for both parties for guidance and commitments.

# 15. Indemnity

The second party shall be responsible at all times for the behavior of any member of any booking(s) and for ensuring that any member of any relevant booking(s) abide by the First Party's rules and regulations for the time being in force of the First Party. The Second party hereby undertakes to indemnify and to keep indemnified the



First Party against any claim, loss (including loss of profit), damage, cost or expense suffered or incurred by the First Party arising from or in connection with any breach by it of any of the terms of this Agreement.

#### 16. Amendment

Notwithstanding anything in this Agreement, the First Party may at any time and from time to time amend, vary and/or supplement the terms of the Agreement by giving at least 14 days written notice to the Second party prior to the date on which such amendment, variation and/or supplement is to take effect and such amendment, variation and/or supplement shall be valid and binding to the second party

# 17. Confidentiality

- A) All information contained in this Agreement is private and confidential and may not be disclosed to third parties for whatever reason or purpose.
- B) For the avoidance of doubt, if the rates contracted herein are offered, sold or made available to any party without the prior written consent of the first party, this Agreement will automatically be terminated without prejudice to the first party' rights against the second party.

#### 18. Miscellaneous

- The second party ensures that all guests will respect the house rules. The hotels reserve the right to reject or walk guests who are intentionally contravening these rules. The house rules are available at the front desk of the hotels.
- In case the first party notices that the second party itself or its partners dump the rates; the first party has the right to terminate the contract with immediate effect. In this case the first party reserves the right to claim all damages to the second party.
- This confidential agreement will become effective and validated only if and when signed and stamped by both parties within a reasonable delay of up to 14 (fourteen) days. This contract will become null and void if it is received by the first party later than 14 (fourteen) days. To validate this contract two authorized signatures are required by the first party. This agreement supersedes any and all previous agreements. Any further amendments or additions must be mutually agreed in writing.

# 19. Governing Law

This Agreement shall be construed and governed by the laws of the Arab Republic of Egypt and the parties submit to the non-exclusive jurisdiction of the Courts of the Arab Republic of Egypt.

### 20. Contract Termination

Both parties reserve full right to terminate the contract provided 90 days prior written notice is communicated.

#### **Annexes:**

The Hotels' Rates & Conditions: The Hotels' Contact List: The Hotels' Bank Account List:



# **End of Contract**

On behalf of the first party	On behalf of the second party	
<b>Ali Kansou</b> Director of E-commerce & E-revenue		
Signature:	Signature:	
Date: 23.03.16	Date:	



# **The Hotels' Contact List:**

#	Hotel	Reservation Email	Accounts Email
1	Jaz Makadi Star & Spa	reservation@jazmakadistar.com	mokhtar.allam@travco.com
2	Jaz Solaya	reservation@jazsolaya.com	ibrahim.abdelwahed@travco.com
3	Jaz Dar El Madina	reservation@jazsolaya.com	ibrahim.abdelwahed@travco.com
4	Jaz Aquaviva	reservation@jazaquaviva.com	mahmoud.hamza@travco.com
5	Jaz Makadina	reservation@jazmakadina.com	mahmoud.elsaied@travco.com
6	Jaz Belvedere	reservation@jazbelvedere.com	samy.fathi@travco.com
7	Jaz Mirabel Beach	reservation@jazmirabelresort.com	samy.fathi@travco.com
8	Jaz Mirabel Park	reservation@jazmirabelresort.com	samy.fathi@travco.com
9	Jaz Mirabel Club	reservation@jazmirabelresort.com	samy.fathi@travco.com
10	Jaz Aquamarine Resort	reservation@jazaquamarine.com	tarek.hassan@travco.com
11	Jaz Bluemarine	reservation@jazaquamarine.com	tarek.hassan@travco.com
12	Steigenberger Makadi	reservations@steigenbergermakadi.com	mohamed.shawky@travco.com
13	Iberotel Makadi Beach	reservation@iberotelmakadibeach.com	mokhtar.allam@travco.com
14	Jaz Makadi Oasis Resort	reservation@jazmakadioasis.com	mahmoud.elsaied@travco.com
15	Jaz Makadi Saraya Resort	reservation@jazmakadisaraya.com	mahmoud.elsaied@travco.com
16	Jaz Makadi Saraya Palms	reservation@jazsarayapalms.com	mahmoud.elsaied@travco.com
17	Jaz Club Fanara & Residence	reservation@jazfanara.com	mohamed.attia@travco.com
18	Iberotel Dahabeya	reservation@jazdahabeya.com	mohamed.attia@travco.com
19	Iberotel Coraya	reservation@iberotelcorayabeach.com	ibrahim.abdelwahed@travco.com
20	Jaz Lamaya Resort	reservation@jazlamaya.com	ibrahim.abdelwahed@travco.com
21	Iberotel Luxor	reservation@iberotelluxor.com	fc@iberotelluxor.com
22	Sol Y Mar Makadi Sun	reservation@solymarmakadisun.com	mokhtar.allam@travco.com
23	Sol Y Mar Ivory Suites	res@ivory-suites.com	tarek.hassan@travco.com
24	Sol Y Mar Paradise	fo@solymarparadise.com	fc@solymarparadise.com
25	Sol Y Mar Sharks Bay	reservation@solymarsharksbay.com	samy.fathi@travco.com
26	Sol Y Mar Naama Bay	reservation@solymarnaamabay.com	fc@solymarnaamabay.com