



MEMORANDUM OF AGREEMENT

- FIT SPECIAL RATES – 01.11.20 - 31.10.2021 -

Company:	Fun Trip Travel-1A Serbia &Hungarian	Kempinski Hotel Soma Bay
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Fun Trip Travel-1A Serbia &Hungarian warrants and represents to the Hotel that:

1. **Fun Trip Travel-1A Serbia &Hungarian** shall not distribute Kempinski Hotel Soma Bay to third parties who directly distribute the Hotel, unless packaged, on consumer facing booking engines, on the No Sale Sites specified in this agreement which may change from time to time.

2. **Fun Trip Travel-1A Serbia &Hungarian** acknowledges that the prohibition from placing rooms on No Sale Sites is global company policy, and that Kempinski makes its best endeavours to ensure the policy applies to all agents.

Negative Key Word Bidding

Fun Trip Travel-1A Serbia &Hungarian shall not carry out nor (where applicable) shall it allow any of its Affiliates to carry out:

- Any form of internet search engine marketing, that seeks to promote websites by increasing their visibility in search engine results pages and/ or refers to the word “Kempinski” or any Participating Hotel name (in whole or in part) or any trade name or trade mark which belongs to Kempinski or its Affiliates or any variation of such words or names save where prior written consent is given by Kempinski but provided that such consent may be revoked at any time.
- Fun Trip Travel-1A Serbia &Hungarian** shall not, nor shall it allow its Affiliates, to perform keyword bidding on web search engines using the brand name “Kempinski” or any of the Participating Hotel’s brand name (in whole or in part) or any trade name or trademark which belongs to Kempinski or its Affiliates or any variations of such names, without the prior written approval of Kempinski.
- Fun Trip Travel-1A Serbia &Hungarian** shall not, nor (where applicable) shall it allow its Affiliates to, carry out any form of URL domain grabbing which incorporates the word “Kempinski” or any Participating Hotel name (in whole or in part) or any trade name or trade mark which belongs to Kempinski or its Affiliates or any variation of such words or names.



Recommended Rates

- Distributor will be the merchant, therefore, customers will pay Distributor or travel agents for the Rate on the Sites before commencing their stays at a Participating Hotel, and Distributor shall remit the Rate to the applicable Participating Hotel. However, Distributor is recommended not to sell the packaged rooms at rates below the Rate displayed on <http://www.kempinski.com>. Distributor warrants that its Affiliates adhere to this Clause, in conjunction with clause of *No Sale Sites*.
- Participating Hotels and Distributor shall agree on the net, non-commissionable static contract rate ("Contract Rate") from time to time depending on the individual hotel policies, room availability and seasons the Parties agree that the recommended rate for the sale of rooms at each Participating Hotel is 25% above the Contract Rate. This is applicable to the Distributor's Affiliates, agents and/or other third party contractors. Should an Affiliate or an agent or a third party contractor appear to act contrarily to Kempinski's commercial interests and/or brand, Kempinski reserves the right to request the Distributor for the removal of Participating Hotels from the respective party's website. Distributor warrants that it shall not distribute the Contract Rate in contravention of clause *No Sale Sites*.

No Sale Sites

Definition: No Sale websites means sites which Kempinski deem compromise the reputation of Kempinski and do not sell rooms in compliance with the standards which Kempinski expects to protect and promote the Kempinski brand of luxury hotels. Kempinski only determines this classification, and can do so without agreement.

- Distributor shall not distribute the Participating Hotels offered in this Agreement to third parties who directly distribute such Participating Hotels, unless packaged, on consumer facing booking engines, on the No Sale Sites which may change from time to time.
- Distributor acknowledges that the prohibition from placing rooms on No Sale Sites is global company policy, and that Kempinski makes its best endeavours to ensure the policy applies to all agents.

No Sale Websites

TPS	Link
7ideas	7ideas.com
Ab in den Urlaub	ab-in-den-urlaub.de/
AldiReisen	aldi-reisen.de/
Aldi Suisse Tours	aldi-suisse-tours.ch/
Amoma	Amoma.com
Atlaschoice	Atlaschoice.com
Bookinhotels	Bookinhotels.com
Cheersbye	Cheersbye.com
Cobone	Cobone.com
Createviam	Createviam.de
DeinDeal	DeinDeal.ch
Dhr	Dhr.com
e-bookingonline	e-bookingonline.com
Easy to Book	easytobook.com
fast-hotelbooking	fast-hotelbooking.com
Groupon Group	Groupon.com
Hofer Reisen	hofer-reisen.at
Holidayguru	holidayguru.ch
Hotelreservierung DE	hotelreservierung.de

TPS	Link
HotelsClick	HotelsClick.com
Hoteltravel	hoteltravel.com
Interlinestay	Interlinestay.com
Lidl-Breaks	lidl-breaks.ie
Lidl Group	lidl.com
Logitravel	logitravel.de
MigrosFerien	migros-ferien.ch
Mydeal	Mydeal.com
Olotels	Olotels.com
Otel	Otel.com
Prixme	Prixme.com
Tchibo Group	Tchibo.de
Travelinglink	travellinglink.com
Travelonline	Travelonline.ph
Travelrepublic	travelrepublic.co.uk
Urlaubsguru	urlaubsguru.de
VentePrivee	vente-privee.com
Worldwide-resorts	Worldwide-resorts.com
Wozogo	Wozogo.com
Yourhotelsbook	yourhotelsbook.com



**Kempinski Hotel
Soma Bay**

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Rates

Rates Agreement favour **Fun Trip Travel-1A Serbia &Hungarian**

Winter 2020-2021

Dates		Lagoon View		Side Sea View		Sea View		Laguna Club		Junior Suite	Deluxe Suite	Release
		SGL	DBL	SGL	DBL	SGL	DBL	SGL	DBL			
1-Nov-20	30-Nov-20	\$224	\$260	\$248	\$283	\$271	\$307	\$322	\$396	\$534	\$795	14 Days
1-Dec-20	24-Dec-20	\$146	\$182	\$170	\$205	\$194	\$229	\$247	\$322	\$460	\$720	7 Days
25-Dec-20	10-Jan-21	\$295	\$330	\$319	\$354	\$342	\$378	\$390	\$464	\$603	\$863	21 Days
11-Jan-21	28-Feb-21	\$146	\$182	\$170	\$205	\$194	\$229	\$247	\$322	\$460	\$720	7 Days
1-Mar-21	31-Mar-21	\$171	\$207	\$195	\$230	\$218	\$254	\$271	\$345	\$484	\$745	7 Days
1-Apr-21	10-Apr-21	\$295	\$330	\$319	\$354	\$342	\$378	\$390	\$464	\$603	\$863	14 Days
11-Apr-21	30-Apr-21	\$171	\$207	\$195	\$230	\$218	\$254	\$271	\$345	\$484	\$745	7 Days
Allotment												

Summer 2021

Dates		Lagoon View		Side Sea View		Sea View		Laguna Club		Junior Suite	Deluxe Suite	Release
		SGL	DBL	SGL	DBL	SGL	DBL	SGL	DBL			
1-May-21	21-May-21	\$165	\$201	\$189	\$224	\$212	\$248	\$266	\$340	\$477	\$738	7 Days
22-May-21	5-Aug-21	\$153	\$189	\$177	\$212	\$201	\$236	\$253	\$329	\$466	\$727	7 Days
6-Aug-21	27-Aug-21	\$172	\$208	\$196	\$231	\$219	\$255	\$272	\$347	\$484	\$745	14 Days
28-Aug-21	30-Sep-21	\$165	\$201	\$189	\$224	\$212	\$248	\$266	\$340	\$477	\$738	7 Days
1-Oct-21	31-Oct-21	\$224	\$260	\$236	\$271	\$260	\$295	\$271	\$345	\$484	\$745	14 Days
Allotment												



Kempinski Hotel
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- All rates in this agreement are quoted in **US\$** per room per night on **Half Board Basis** and are inclusive of **28.96%** taxes and service charges. Any increases in Government tax will be passed onto the client directly.
- All rates are net, not commission-able
- These rates are for the use of bona fide customers travelling on an individual basis for leisure purposes and are not applicable to groups, trade missions, exhibition delegates or corporate/business travelers. The hotel reserves the right to reject bookings out of allotments but used for group bookings.
- The rates quoted in this agreement are for use of holiday packages and inclusive tours only. Thus, the base room rates should not be exposed in any forms of publication and moreover has to be hidden in packages and/or tours.
- These special contracted rates only apply to the room types contracted within the allotment. For room requests outside the allotment, the hotel reserves the right to offer for the requested period on a Best Available Rate basis.
- These rates are applicable according to the contract and will only be valid once the contract has been signed by both parties. The rates are valid upon request only or within the room allotment, if agreed on and stated on the rate sheet.
- The hotel reserves the right to charge the best available rates for bookings over the agreed allocations or in high demand periods. Should clients wish to extend their stay beyond the period originally booked and confirmed by the Company, the Hotel will apply the best available rate unless the accommodation extension request is channeled to the Hotel through the Company.
- All Soma Bay hotels and other unique facilities (Golf, Thalasso, Diving and Kite Surfing) under a separate section as Soma Bay.
- **Third person reduction:** US\$ 9 from per person in double room rate. Triple occupancy to be provided on request.
- **Full Board Supplement:** Lunch Set Menu at Al Mar Restaurant: US\$ 30 per person per day (3 Course Set Menu - Food only, beverages are not included)



Xmas and New Year

- Xmas Gala Dinner on 24 December 2020 will be charged at **US\$ 82 per person** – Compulsory
- New Year's Gala Dinner on 31 December 2020 will be charged at **US\$ 194 per person** - Compulsory
- Beverages will be charged on consumption basis
- The New Year Gala evening will be in different locations of the hotel, offering buffet including entertainments (music, show, fire work, and more).
- Children will be charged as per the children policy.
Children up to 6.99 years - Complimentary
Children between 7.00 years and 12.99 years will be charged 50% discount on above gala dinner charges.
- Alcohol consumption is only allowed to over 18-year-old.

Children Policy

Children ages 0 to 12.99 years inclusive:

- Children up to 6.99 years may share their parent's room at no extra charge. Baby cots are provided free of charge. Maximum of 1 child in the rooms and 2 in suites will be accommodated.
- Breakfast & Dinner are complimentary for children up to 6.99 years.
- Children between 7.00 years and 12.99 years will pay **US\$ 30.00** for accommodation on half board basis
- For accommodation on Full Board meal plan Children up to 6.99 years will enjoy free kids lunch meal. Children between 7.00 years and 12.99 years will pay **US\$ 15.00** per child.

Children aged 13 and above:

- Only one (1) person can share the room with parents and will be charged as an adult

Laguna Club Children Supplement:

- Children between 7.00 years and 12.99 years will pay USD 50.00 per child for accommodation at Laguna Club rooms.
- All Children below 7 years old are not allowed at Laguna Club.

Family Plan

2 rooms to accommodate a maximum occupancy of 2 adults + 3 children (up to 12.99 years) maximum and in case of extra adults should be subject to charge as per contract policy.

Early Booking - Winter Season

First Early Bird

The hotel will offer 20% early booking reduction for all reservation reserved prior to 30/09/20

The reservation list to be sent to the hotel maximum by 01/10/2020

Prepayment of 50% to be made to the hotel maximum by 15/10/2020

Xmas & New Year Gala dinners are NOT combined with early booking

Second Early Bird

The hotel will offer 10% early booking reduction for all reservation reserved from 01/10/20 until 31/10/20

The reservation list to be sent to the hotel maximum by 01/11/20

Prepayment of 50% to be made to the hotel maximum by 15/11/20

Xmas & NY Gala dinners are NOT combined with early booking



Free Nights Promotions

- Stay 7 Nights and pay 6 nights in the following periods
All arrivals from 24/11/20 till 15/12/20, from 08/01/21 till 12/02/21 (Last arrival)
- Stay 14 Nights and pay 11 nights in the following periods
All arrivals from 24/11/20 till 08/12/20, from 08/01/21 till 05/02/21 (Last arrival)
- Stay 21 Nights and pay 17 nights in the following periods
All arrivals during the period from 24.11.20 till 01.12.20 and from 08.01.21 till 29.01.21 (Last arrival)

Early bookings and Free Nights Promotions are NOT combined

Early Booking –Summer Season

First Early Bird

The hotel will offer 20% early booking reduction for all reservation reserved prior to 31/03/21

The reservation list to be sent to the hotel maximum by 01/04/2021

Prepayment of 50% to be made to the hotel maximum by 15/04/2021

Second Early Bird

The hotel will offer 15% early booking reduction for all reservation reserved from 01/04/21 until 30/04/21

The reservation list to be sent to the hotel maximum by 01/05/21

Prepayment of 50% to be made to the hotel maximum by 15/05/21

Free Nights Promotions

- Stay 7 Nights and pay 6 for the following arrivals:
From 02/06/21 till 19/07/21
- Stay 14 Nights and pay 11 nights for the following arrivals:
From 02/06/21 till 12/07/21
- Stay 21 Nights and pay 17 nights for the following arrivals:
From 02/06/21 till 05/07/21

Early bookings and Free Nights Promotions are NOT combined

Honeymoon and Anniversary

- Couples celebrating their honeymoon or anniversary will receive a card & honeymooner cake upon arrival.
- Special arrangement is subject to mutual marketing agreement between both parties.
- Additionally, an upgrade will be provided to the next level of service from that booked, when booking a Lagoon View Room, Guest will receive a Side Sea View Room (Subject to Availability)

Please note that proof of authenticity will be required upon booking.

Allotment

- The Hotel reserves the right to update with further close out dates or stop sells at any given time.
- For any agreed room allocation, the Hotel reserves the right to reduce the same according to materialization levels by the Company.
- The agreed allocations are subject to and based on the Company featuring the Hotel in one full page in its brochure and/or website free of charge.
- Further rooms to the contracted allocation may be offered by the Hotel subject to availability, once the agreed allocated rooms have been sold and reported to the Hotel. In the event of cancellations, bookings over and above the agreed allocation will be absorbed back into the contracted allocation.



Reservations

Please note the following when making reservations direct to the Hotel or via the signing "Company" representative to the Hotel:

- Bookings should be sent in writing to the Hotel's reservation department reservation.somabay@kempinski.com, on a **sell and report basis** on the same day or within 24 hours, to avoid premature release of allotment space or restricted availability
- Only the room type confirmed by the Hotel will be offered to guests upon arrival. Should guests wish to have a higher room category to that one booked, a supplement will apply to be paid directly by the guest unless an amendment to the original booking is sent in writing by the Company to the Hotel
- Check-in time is **15:00 hrs.** Access to rooms prior to this time subject to availability and hotel courtesy. In order to guarantee early check-in, this must be stated on the reservation form and a one full night's charge will apply. Kindly indicate the approximate arrival time for each booking
- Check-out time is **12:00 hrs.** Late check-out is on request and subject to charge
- Guests departing before their booked check-out date will be charged for the remaining nights of the original confirmation
- After the release date, the hotel reserves the right to accept or reject name changes
- Please ensure that each booking request specifies the name of the partner agency or tour operator generating the booking

Cancellation & No Show Policy

The following charges apply to all confirmed reservations to the Company:

- Cancellations received after the release date but prior to 21 days before arrival will be charged the first night at the contracted rate
- Cancellations within 7 days of arrival will entail a charge of 75% of the stay booked, **if booked for one night only, will be charged at 100%**
- Cancellation within 48 hours of arrival or No-Shows will be charged for the entire stay booked (100% charge)

Cancellations must be advised in writing and proof of acknowledgment by the Hotel should be retained.

Meals

Breakfast:

- Available from the Buffet selection at The View Restaurant between 06:30 to 10:30 hours
- Breakfast taken outside designated breakfast timings or venue will be charged separately
- Breakfast ordered through Room Service for in room service will be charged as per consumption
- Guests will not be refunded for any unconsumed meals

Half Board:

- Available from our extensive Buffet at The View Restaurant between 18:00 to 21:30 hours
- Includes food only and all drinks will be charged as per consumption
- Guests will not be refunded for unconsumed meals
- Dress Code: To maintain a 5* dining experience with national and international flair, a smart casual dress code is required in all restaurants for dinner. Please refrain from wearing shorts and slippers. It is our pleasure to provide you with trousers to lend for a surcharge of USD 10 per day.

Further boarding is subject to mutual agreement and special marketing features.



Payments & Credit

All reservations are payable prior to arrival unless credit facilities have been applied for and confirmed in writing by the Hotel. Should payment not be received in advance or credit facilities arranged, the Hotel reserves the right to collect payment for the accommodation directly from the client upon arrival.

In the event that credit facilities have been approved and offered by the Hotel invoices are payable within thirty (30) days of check-out.

If the Company does not pay any undisputed invoice (or part thereof) submitted by the Hotel within thirty (30) days of receipt of such invoice, the Hotel reserves the right to refuse acceptance of the Company's vouchers/reservations for both future and existing bookings. Delay in payment may result in suspension or withdrawal of credit facilities.

Where the Company arranges payment of the Hotel account through a third party, the Company shall remain responsible for such accounts until full payment has been received by the Hotel. The currency used in all invoices as per contract currency.

Below are the bank details for prepayment by transfer:

Account Type	US\$ Account
Account Name	Abu Soma Peninsula Hotel Co.
Bank	CréditAgricole Egypt
Branch	Zamalek Branch
City	Cairo
Country	Egypt
Account Number	00021110012414
Swift Code	AGRIEGCX

Brochure and Features

Fun Trip Travel-1A Serbia &Hungarian agrees to feature Kempinski Hotel Soma Bay with one (1) Full Colourful Page in their brochure for winter 2020/2021 & Summer 2021. The hotel must approve the lay out and the write up before printing.

MARKETING

The Hotel must approve its inclusion prior to printing or publishing of any form of material for distribution through any channels including brochures, catalogues, flyers, web sites or in any other marketing-related activities.

Failure to do so may result in the Hotel declining any business sourcing from such activities and immediately invalidating any existing agreement with the Company. Furthermore, should the Company fail to forward the proposed form and content to the Hotel for review and final approval, the Hotel will not be liable to the guest or to the Company for any damages, costs or claims arising from such misrepresentation.

Kindly use exclusively the material provided by the Hotel. All photographs, images or logos of the Hotel used for any promotional material have to be in line with the standard format according to the corporate identity of Kempinski Hotels (please do not alter images shape except for minimizing or maximizing of size). Photography can be downloaded from the Hotel's Photo Library on www.kempinski.com/somabay or can alternatively be provided on a CD-Rom upon request.

Please assist us in maintaining our standards by ensuring that the Hotel is always listed as Kempinski Hotel Soma Bay located in the exclusive peninsula of Soma Bay and refrain from using Hurghada.



Kempinski Hotel
Soma Bay

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Copies of the brochures/promotional literature should be delivered to the Hotel as soon as it is available to the Company, but in any event no later than one month prior to the launch of the program.

General

The Company is solely responsible for advising its clients of the restricted services available during the Holy Month of Ramadan and on religious Islamic holidays where applicable and should restrictions apply.

Neither party shall be under any obligation to the other hereunder if performance thereof is rendered impossible due to an event of force majeure, being an event which the affected party could not reasonably foresee and the effect of which was beyond the control of the party affected (excluding settlement of payments) which shall include, without limitation, acts of God, war, strikes, epidemics, earthquake, fire or flood.

The construction, validity and performance of this agreement shall be governed by the laws of and applicable in Egypt. The parties agree to submit to the Courts of Cairo for the purpose of resolving any disputes under or arising out of this agreement.

The Hotel reserves the right to terminate this agreement at any time, without prejudice to any other rights it may have, in the event that the Company fails to comply with this agreement. Termination of the agreement shall be effected by the Hotel notifying the Company in writing of such termination (at its address stated above or another address notified by the Company to the Hotel with registered delivery).

Failure of the Hotel to enforce at any time the provisions of this agreement shall not be construed as a waiver of any rights nor affect the validity of the agreement nor prejudice the Hotel as regards to subsequent action.

In order to validate this agreement, we would ask you to return a signed copy of the same (as well as each page initialled, including the rate sheet) to the Hotel within 30 days from the date of issue.

All the above has been read understood and agreed to by the below-signed parties.

Fun Trip Travel-1A Serbia &Hungarian	Kempinski Hotel Soma Bay
Mohamed Salah	Khaled Madian
Date:	Date: 07 September 2020



Laguna Club Lounge (Limited All Inclusive)

Fully operated Restaurant

Wine & Dine at the exclusive hideaway **Laguna Club Lounge** (Limited All Inclusive)

By choosing “Laguna Club”, you escape the hustle and bustle from the main restaurant while dining in a private and tranquil venue. The Laguna Club is an exclusive, fully operational restaurant apart from the main hotel restaurants, where our guests can enjoy culinary highlights in a rather intimate atmosphere. It can be dined indoors (28 seats) or outdoors (40 seats) on a magnificent terrace turned into a heated winter garden during the colder period. Surrounded by the stretches of water, palm-trees and looking towards the sea with the mountains as a backdrop.

The meals are presented in a nicely appointed buffet form ranging from appetisers to dessert, including live cooking stations serving freshly grilled fish or meat. Our dedicated chefs are at your service to prepare individual a la minute dishes according to your requests.

Lean back, get pampered by our most attentive service and indulge yourself with culinary highlights.

The benefits of “Laguna Club Lounge” are listed below:

- Selection of tea, coffee (specialties), local soft drinks & local alcoholic beverages / cocktails from 06:30 to 22:00. *
- Breakfast buffet with live egg stations from 6:30 to 10:30. *
- Lunch buffet with live cooking stations from 13:00 to 15:00. *
- Afternoon tea with canapés and sweets from 15:30 to 17:30. *
- Dinner buffet with live cooking stations from 18:00 to 21:30. *
- Selection of homemade chocolate pralines from 21:30 to 22:00. *
- Complimentary one-hour squash or tennis with rackets and tennis balls per stay

* The mentioned meals and beverages are served and to be consumed at Laguna Club during the opening hours, excluding all other hotel outlets.

Please note that the Laguna Club Lounge, Rooms and Suites with access to the Lounge will only be accessible for adults and children starting from 7 years’ old.