

COMMITMENT CONTRACT
Winter 22.23 - East Europe & CIS Market - 20 Rooms

Desert Rose Resort

Represented by: Mahmoud Elbaz

Senior Sales Manager

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E-mail : Elbaz@desetrose.com

Address : P.O. Box 109, Hurghada, Red Sea, Egypt

Hereinafter referred to as the “**HOTEL**”,

And

Travel Agent : **Fun Trip Travel**

Represented by : **Fekry Amar**

Contracting Manager

Mobile : 01063850383

Email : fekry@funtrip-travel.com

Website : www.funtrip-travel.com

Hereinafter referred to as the “**TRAVEL AGENT**”.

WHEREAS, The “**HOTEL**” agrees to provide the “**TRAVEL AGENT**” with ROOM RATES, based on **Commitment**, for the CLIENTS OF THE AGENT. The following has been agreed upon between the two parties:

RATES			
Room/Period	1	2	3
		01.11.22-27.12.22 06.01.23-28.02.23	28.12.22-05.01.23 01.03.23-13.04.23 21.04.23-30.04.23
Per person in DBL GV (12 Rooms)	\$58.00	\$63.00	\$68.00
SGL Supplement	60%	60%	60%
TPL Reduction	\$2.00	\$2.00	\$2.00
Release period	07 days		
ALLOCATION & ROOM TYPE SUPPLEMENTS			
Room Type	Allocation	Supplement	
Pool View Room	3	\$ 03.00 per person per night on top of DBL GV room rates	
Superior Garden View	3	\$ 10.00 per person per night on top of DBL GV room rates	
Club Room Beach Front	1	\$ 10.00 per person per night on top of DBL GV room rates	
Club Suite Beach Front	1	\$ 20.00 PP/Night on top of the Half twin in DBL GV rates (min. occupancy is 2 full paying adults)	
BOARD SUPPLEMENTS			
ULTRA ALL INCLUSIVE Supplement: \$ 15.00 per person per night on top of room rates			
GALA DINNER SUPPLEMENTS			
Christmas Gala Dinner (24.12.22): Optional \$110.00 per person (50% discount for children from 06-12.99y)			
New Year Gala Dinner (31.12.22): Obligatory \$140.00 per person (50% discount for children from 06-12.99y)			

General Terms & conditions:

- Rates are valid for the **East Europe& CIS markets** “except, Russian, Ukrainian Romanian & Bulgarian Markets quoted & payable in U.S. Dollars.
- Rates are per person, per night, based on All Inclusive basis, inclusive of service charge and all taxes, net non-commissionable.
- In the event of increases in taxes and/or service charges by the government, the hotel reserves the right to increase the above rates accordingly.
- Rates quoted are not applicable to local market, corporate accounts, Incentives, conference & special interest groups
- All copies and /or information published about the hotel by second party must be approved and signed by the hotel side

Early Booking Discount

- A % 15 discount for all booking received till 31/10/2022, all EBD bookings should be delivered on monthly basis, final rooming list a long with a prepayment of 50% to be received maximum by 05/11/2022.

Distribution of rates on the Internet:

- Rates are confidential and are not to be disclosed directly to the consumer and may ONLY be used to form the basis of a package.
- These contracted rates are NOT to be onward distributed to any web partner or agent without prior written approval from the Hotel.
- The hotel agrees that the above rates will be featured on the Clients' website and are bookable via the web booking engine.
- Rates are only to be featured as a package along with another service such as Air ticket and cannot be sold naked even with a markup percentage.
- Should the client wish to feature and sell a Room Only component, the hotel should be requested for the applicable rates and separate contract shall be forwarded by Desert Rose Resort
- Initial property information shall be forwarded to the client for the necessary actions and it is the hotels responsibility to provide the client with any required updates. No information or images are to be featured on the client's website without the consent of **Desert Rose Resort Feature of Hotels:**
- **The TRAVEL AGENT agrees to independently** Feature the HOTEL in their holiday brochure. The brochure is produced to promote and offer tourists programs at the HOTEL. The HOTEL reserves the right to approve the material used by the TRAVEL AGENT prior to the printing of such a brochure.

Check in/out:

- Check in time is 14:00 hrs & check out time is 12:00hrs,
- Arrival between 09:00 – 14:00 hrs will be subject to room availability.
- Should the guest be arriving prior to 09:00 hrs, then a one-night room rate will be charged.
- Confirmation of late checkout will be subject to availability and not for the entire group.
- Should you wish to confirm the late check then a 50% of room rate will be charged for departures up to 18:00 hrs.
- For any check out after 1800 hrs, full room rate will be charged.

Stop Sales & Turn Away Policy:

In the unlikely event that the Hotel has to Stop Sale and/or turn away a guest with a confirmed and complete reservation, a prior official notification must be accepted and approved by the Travel Agent.

Rooming list & Name changes:

All rooming lists, changes and amendments, additional rooms required over Commitment, rooms requested with shorter release period are to be delivered to the attention of the **Resort Reservations Manager** booking@desetrose.com

- Upon C/In, guest names must be identical to the rooming list received by the hotel; otherwise, guests will be treated as walk-in.
- After release dates (once final rooming list is received) any name changes are considered as cancellation of the original bookings, and the new bookings will be subject to the hotel availability. Name changes have to be approved by the Hotel.

Cancellation & no show fees:

- All cancellation must be notified to the Hotel in writing.
- No cancellation fee is charged if the rooms allocated or reserved are released as per release period.
- Rooms cancelled after the above-mentioned release dates will be subject to a cancellation fee equivalent of the first night at the quoted rate.
- In case of no show, the hotel has the right to charge the operator the equivalent to the first two nights in low & normal periods and full stay in high periods at the quoted package rate.

Customer Refunds:

- In the unlikely events, Customer refunds will not be accepted without prior written notification and written approval from The Desert Rose Resort
- A copy of the hotel written authorization must be accompanying any deduction of payment for the purpose of customer refunds.

Materialization and productivity:

- Exclusive commitment contract based on 20 rooms valid only for the Serbian Market Only
- From 01/11/22 to 30/04/23 with materialization percentage of 80%
- Materialization will be calculated at the end of each period according to the above percentage
- The hotel has the right to charge the empty room at the price of \$51.00 per room per night

Marketing Contribution:

- 01% (one percent) of the total invoices will be deducted as marketing contribution
- 02 DBL rooms for 07 nights during the drop period for flight support

Deposit:

- **\$ 50,000.00 (Fifty thousand US dollars) to be delivered maximum by 01.10.2022**
- Deduction of the deposit should start as of the settlements of April 2023 (50% of the invoices will be deducted from the deposit and the rest will be settled according the normal contracted payment policy)
- **Deposit will be covered by 1A Travel Serbia (1A Travel d.o.o. Kondina 20, 11000 Belgrade, Serbia)**

Rooms Occupancy:

- **Standard or Superior Room:** Minimum Adult:1 Maximum Adult: 3 Maximum Children: 2 Maximum Occupancy: 4 pax
- **Club Room Beach Front:** Minimum Adult:1 Maximum Adult: 2 Maximum Children: 2 Maximum Occupancy: 3 pax
- **Club Suite Beach Front:** Minimum Adult:2 Maximum Adult: 3 Maximum Children: 2 Maximum Occupancy: 5 pax

Children Policy:

- **01st child:** from 00-12.99 – free accommodation on same meals plan booked
- **02nd child:** from 06-12.99 - 50% discount from sharing parent's room ½ twin

Bank details:

- Account Name : Desert Rose
- Bank Name : Arab African International Bank
- Address & Branch : Hurghada Branch
- Account Number (\$) : 504645-3931-USD-001
- Swift Code : ARAIEGCX

Contract Termination:

- This Contract is valid for between **01st of November 2022 till 30 April 2023**
- The Contract shall automatically terminate at the end of its term unless the Parties mutually agree in writing about the renewal.
- Modifications to this Contract are valid only if in writing and signed by the legal representatives of the Parties.
- Any failure of either party to fulfill their respective obligations as stated in the clauses of this contract will lead to the termination of contract.

Complaints:

- Any complaints related to HOTEL services will be informed to HOTEL by Travel Agent in writing during accommodation, the complaints must be received during the accommodation, and the HOTEL must solve the problem in Contact with the Travel Agent before check-out of the Guest.
- In case the Guest refused the solution brought by the Hotel or The Travel Agent , then the Travel Agent shall inform the Hotel and request all necessary action and re-coordinating with the Travel Agent

Various:

- The Resort must approve the written and visual information on **Desert Rose Resort** Prior to publishing and / or distribution by the Company.
- The Resort receives a copy of the brochure, flyer or any relevant publication featuring **Desert Rose Resort** upon the release from the Company.
- This confidential agreement is subject to the prevailing laws and conditions governing the hotel and hospitality-industry in Country. In case of litigation and after reconciliation efforts, the agreement will be referred to the competent legal Country authorities for arbitration.
- **Contract will be valid only when copy of a signed agreement by both parties has been received maximum 15 days from issuing dates otherwise it will be automatically cancelled. Sending reservations will be considered acceptance for terms and conditions of this contract.**

First Party:

Desert Rose Resort

Represented by:

Mahmoud Elbaz

Senior Sales Manager

Date: 08.06.22

Second Party:

Fun Trip Travel

Represented By:

Fekry Ammar

Contracting Manager



Date: 08.06.22

Fekry Ammar