Bel Jou (4 stars)

Location	CASTRIES, West Indies
Reference	BEL/BJB2B/18/BJT1B2B
Special Offer	Tactical 1 B2B
Contract Date	22 Jan '18
Signed off by:	

Currency	US Dollar
Booking Dates	22 Jan '18 to 28 Feb '18
Stay Dates	22 Jan '18 to 20 Dec '18
Price On Arrival	No
Maximum Rooms	64
Completed Stays Only	Yes
Deposit	$0

Room Types	Meal Basis	Extra Bed Type	Attributes AR	DF	SR	Occupancy Min	Std	Max	Adults Min	Max	Max Children	Allow Infants	Child Ages From	To	Teen Ages From	To	Alloc.	Rel.
1. Garden Bungalow GB (Garden View gard)	All Inclusive		No	No	No	1	2	2	1	2	0	No	0	0	0	0		7
2. Garden View Room GVR (Garden View gard)	All Inclusive		No	No	No	1	2	2	1	2	0	No	0	0	0	0		7
3. Partial Ocean View ParOV (Partial Ocean View POV)	All Inclusive		No	No	No	1	2	3	1	3	0	No	0	0	0	0		7
4. Ocean View Room OVR (Ocean View ocea)	All Inclusive		No	No	No	1	2	3	1	3	0	No	0	0	0	0		7

Room Attributes **AR**=*Adjoining Rooms;* **DF**=*Disabled Facilities;* **SR**=*Smoking Rooms*
Bed Types for Rooms 1. Garden Bungalow (gard) - *King size;* 2. Garden View Room (gard) - *Double;* 3. Partial Ocean View (POV) - *Two Doubles;* 4. Ocean View Room (ocea) - *Two Doubles;*

Rates

Dates		1. Garden Bungalow 1 Adult pr	1. Garden Bungalow 2 Adults pr	2. Garden View Room 1 Adult pr	2. Garden View Room 2 Adults pr	3. Partial Ocean View 1 Adult pr	3. Partial Ocean View 2 Adults pr	3. Partial Ocean View 3 Adults pr	4. Ocean View Room 1 Adult pr	4. Ocean View Room 2 Adults pr	4. Ocean View Room 3 Adults pr
22 Jan '18	15 Apr '18	146.00	244.00	155.00	259.00	164.00	274.00	339.00	176.00	294.00	359.00
16 Apr '18	20 Dec '18	101.00	169.00	110.00	184.00	119.00	199.00	264.00	131.00	219.00	284.00

1 Adult pr=*One Adult per room per night*, **2 Adults pr**=*Two Adults per room per night*, **3 Adults pr**=*Three Adults per room per night*

Contract Basis

Room Type	Contract Basis
All	Sell & Report

Taxes

Government Tax (included in room rates)

Room Types	All	Date Range 22 Jan '18	20 Dec '18	Value 10%

Service Charge (included in room rates)

Room Types	All	Date Range 22 Jan '18	20 Dec '18	Value 10%

Facilities

Rooms	Facilities
All	Air Conditioning, Fridge, Hairdryer, Iron and Ironing Board, Room Service, Safety Deposit Box, Shower, Tea and Coffee.

Packages

ADDED VALUE LAUNCH PACKAGE

Room Types	All Room Types
Description	Stocked mini-bar upon arrival, complimentary bottle of St. Lucian Chairman's Rum, picnic tour to Pigeon point OR complimentary island tour (Wed or Sat only) + complimentary shuttle to Gros Islet Friday Night Experience (F&B payable locally)
Booking Dates	22 Jan '18 to 15 Feb '18
Basis	Per Room Per Holiday

Date Range		All
22 Jan '18	15 Apr '18	0.00

Payment Terms

Payee Details

Payee Name	Resort Marketing International
Bank Name	Barclays Bank
Bank Address	20 The Town Enfield UK
Account Name	Resort Marketing International Ltd Dollar Account
Account Number	66519000
Sort Code	20-29-77
Swift Code	BARCGB22
IBAN	GB05BARC20297766519000
Charge Paid By	Tour Operator

Payment Date	Amount Due
14 Days After Arrival	100.00%

Cancellation Policy

Date Cancelled	Cancellation Charge
Within 30 days of arrival	3 nights

Addresses

Main

Address	Resort Marketing International Chelmsford Essex CM2 7SY UK
Telephone	01245 459900
Email	greg@resort-marketing.co.uk

Addresses

Accounts

Address	Suite C4 Baddow Park Chelmsford Essex CM2 7SY UK
Telephone	01245 459900
Contact	Sara Thorne
Position	Accounts
Telephone	01245 459900
Email	sara@resort-marketing.co.uk

Contracting

Address	Suite C4 Baddow Park Chelmsford Essex CM2 7SY UK
Telephone	01245 459900
Contact	Greg Armstrong
Position	Account Director
Telephone	01245 459900
Email	greg@resort-marketing.co.uk

Hotel

Address	BEL JOU La Pensee CASTRIES PO BOX 296 ST LUCIA

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Addresses

Reservations	
Address	Resort Marketing International Suite C4 Great Baddow Park Chelmsford Essex CM2 7SY UK
Telephone	01245 459900
Contact	Mark Larner
Position	Reservations Manager
Telephone	01245 459900
Email	res@resort-marketing.co.uk

Contract Agreement

Signed on behalf of the hotel:

Signed: .....

Name: .....

Position: .....

Date: .....

Terms And Conditions

Terms and Conditions apply. See original full contract or apply for a copy of full terms care of RMI. Full terms and conditions apply and form part of this contract.

BEL JOU

TACTICAL 1 B2B

THIS OFFER IS NON-COMBINABLE WITH ANY OTHER CONTRACT.

This contract is between Bel Jou and the Tour Operator Stated.

BOOKING PROCEDURE

All reservations must be made with the Hotel's London based exclusive agent, Resort Marketing International. The contact information is as follows:

Resort Marketing International Ltd
Suite C4 Baddow Park, West Hanningfield Road,
Great Baddow, Chelmsford,
CM2 7SY
Telephone: +44 (0) 1245 459902
Facsimile: +44 (0) 1245 462978
E-mail: res@resort-marketing.co.uk

This contract is issued subject to current close outs – this contract is not to be loaded and sold until close outs for this hotel have been received and actioned. The reservation must include the hotel booked, name and initial of guest, arrival and departure dates, Meal plan and room category, special offers, flight arrival airline and flight number, children ages where applicable.

DAILY SALE AND REPORT FREESALE PROCESS

Terms And Conditions

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All reservations are on a free sale basis, in conjunction with the Hotel's availability and close outs issued and must be reported on a daily basis to Resort Marketing International up to the cut-off dates.

CLOSE OUTS

The Hotel reserves the right to close out a rate category or room type at any time. Such close outs are effective immediately the close out notification is received by the operator.

On advice of close-out the tour operators will submit all bookings covering all or any part of the closed-out period within 1 working day. No name changes to reservations will be accepted by the Hotel once full rooming lists submitted.

Any rooms required after the cut-off date has been reached will be on a space available basis requested via the Agent.

It is a condition of contract that the tour operator supplies details of the relevant person to receive close out notifications, details to be supplied below:

Close Out Recipients Name: ……

Email Address: ……..

PAYMENT AND INVOICING

This contract is between "the Hotel" and the Tour Operator Stated.

The Hotel does not pay the bank charges of wire transfers. All payments for booking are due in full without any offset for bank charges. Bank charges are the sole responsibility of and must be paid by the Tour Operator.

In the event of non-payment by the Tour Operator, the Hotel reserves the right to charge guests directly for any unpaid room nights and related charges. If the Hotel charges the guest pursuant to this clause, and Tour Operator has already accepted full or partial payment from the guest but has not paid the Hotel, then Tour Operator shall be liable for refunding the guest appropriately.

For the Christmas/New Year period, the full amount of the reservation is due (and billable) as of 01 November or upon booking for reservations made thereafter.

LEGAL JURISDICTION

This contract is written in the English language which shall be considered the authentic language and it shall be construed and take effect according to the Laws of the Country the Hotel is based and the parties hereto submit to the non-exclusive jurisdiction of the Country the Hotel is based courts.

OPERATING TERMS AND CONDITIONS

A. Tour Operator's Obligations

1. In consideration of the grant to it of the preferential rates and/or the allocation the Tour Operator shall include the Hotel in its Programme and brochure of inclusive holiday tours for the period of this contract, the brochure description thereof to include descriptive copy and current photographs; and provide the Hotel. with a minimum of equal display in the Tour Operator's brochure in comparison with any competitive property, relative to both descriptive copy, photographs, and placement (see section E).
2. Not to disclose or discount the Hotel's rates, and not to offer the Hotel otherwise than as part of a package in which the Hotel is only one element. These rates are strictly FIT and cannot be promoted as accommodation only rates in any form. Full Rack Rates will apply if rates are not packaged with an air element.
3. To reserve on a SELL and REPORT basis by final rooming list, delivered either by fax or E-mail. The Hotel reserves the right to close out the Hotel when necessary.

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4. The certified rooming list shall serve as a final document upon which the Hotel or its agents may invoice the Tour Operator. Any rooms requested and sold to the Tour Operator on a space available basis after the agreed release date will be added by the Hotel to the final rooming list and invoiced at the agreed rates in US$ in the manner described above.
5. All special offers and special requests shall be included in the rooming lists. Failure to do so will result in the offers or requests being invalidated.
6. The Tour Operator warrants that it is a travel organizer as defined in the European Community Directive on Package Travel Holidays and Package Tours and the UK Package, Travel Package and Package Tours Regulations 1992 and that it is aware of its liability to its clients there under and of the legal liability which it is bound to assume there under to its own clients.
7. The Tour Operator will have no liability under this contract in the event of force majeure or other circumstances arising (which shall without prejudice to the generality of the forgoing include weather, epidemic, fire or other damage to the hotel) which in the opinion of the Tour Operator would render it unsafe or inadvisable for the Tour Operator to send clients to the hotel or to the premises in which the Hotel is situated.
8. If damage is suffered by the Tour Operator by reason of the breach by the Hotel for whatever cause or any other party, the tour operator has no right to set off its claim for damages against other monies due to the hotel which shall be paid without any deduction or offset whatsoever, whatever may be the circumstances. Provided that the Tour Operator shall not be excused from its payment obligations in respect of any room nights consumed at the Hotel by the Tour Operator's clients.
9. No tour operator contract will be signed unless the attached rate sheet and this contract are returned and duly signed by both parties.

B. The Hotel's Obligations

1. The Hotel shall not be allowed to increase the rates throughout the period of this contract provided however, that should any governmental authority increase any applicable tax then the amount of the increase be passed on by the hotel to the Tour Operator as tax is implemented.
2. The Hotel and its Agent shall be excused from its performance of any obligations under this contract when prevented from doing so by a Force Majeure event which shall include, without limitation, all labour disputes, government regulations or controls, fire or other casualty, inability to obtain any materials, or inability to the provide the goods and services contemplated by this contracts due to acts of God, including, without limitation weather, hurricanes, windstorm, fire, acts of war, terrorism, travel supplier strikes and delays, equipment failures, or any other Force Majeure event beyond the hotel's control.

C. Safety of Clients

Throughout the term of this contract the hotel warrants and represents as follows:
1 That the Hotel holds all necessary certificates with all applicable national and local laws, decrees, regulations and codes of recommended practice(including those promulgated by trade associations of which the Hotel is a member) relating to hygiene, fire and general safety of those using the Hotel or any of its amenities.
The Hotel shall indemnify and keep indemnified the Tour Operator against all losses, liabilities, claims or expenses for or in respect of injury, (including death) loss or damage to persons or property which may arise from any cause whatsoever out of or in connection with the supply of services to the Tour Operator (excluding the negligence or default of the Tour Operator, its servants or agents but including any failure on the Hotel's part to comply with the laws, decrees, regulations and codes of recommended practice referred to above). Provided always that, in the event of an

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indemnity claim, the Hotel shall have the right to defend itself prior to making any indemnity payments, and the Tour Operator shall not seek indemnity from the Hotel unless the Tour Operator has notified the Hotel in writing of any actual or potential claims and given the Hotel and its counsel an opportunity to defend

2 That the Hotel is comprehensively insured with a reputable insurance company in respect of its liability for death, illness, personal injury or other loss or damage suffered by third parties, however caused in a sum assured of not less than one hundred thousand US Dollars for each and every individual third party for each and every incident but without limit of indemnity in respect of costs, fees and expenses; Without limiting the obligations of the parties' insurers, nothing in this sub-clause shall serve to limit the liability of the Hotel to indemnify the Tour Operator under the terms of Clause (a) above.

3 That the Hotel will at once inform the Tour Operator by the fastest available method if the Hotel or any of its facilities or amenities no longer comply with any of the said safety standards etc. or if there are any changes in its said insurance or if it ceases to be so insured.

4 That if the Hotel to sub-contracts any of its obligations under this contract for whatever reason, then the Hotel will procure that the sub-contractor also complies with the said safety standards and maintains insurance as aforesaid. The Hotel further agrees that in the event of the negligence of any sub-contractor or if any sub-contractor fails to comply with the said safety standards or to maintain the said insurance the Hotel will indemnify the Tour Operator and its clients against any loss, damage or expense (including costs) incurred by the Tour Operator in relation to claims which may be made against the Tour Operator whether for death, illness, personal injury or other loss or damage however caused.

5 Notwithstanding anything to the contrary, the Hotel shall not be liable, and the Tour Operator shall not hold the Hotel liable or seek indemnity in the event of any losses, claims, or damages based on any Hotel guest's use or intended use of any off site premises, services, activities, or events operated by third parties including without limitation any transportation, theme parks, golf courses, shows, attractions, or rides even if such premises, services, activities or events are advertised at the Hotel.

D. Description and Amenities

1 The Hotel hereby declares that at the date of this contract the hotel consists of and conforms to and has the characteristics, description, facilities and amenities set out in the Description Sheet relating to the hotel which has been or will be agreed and signed by or on behalf of both parties and which forms part of this contract.

2 In the event of any alteration after the date of this contract in those characteristics, description, facilities and amenities of the hotel set out in the said Description Sheet, the Hotel shall forthwith give written notice to the Tour Operator or its representative of any alteration and shall sign a fresh Description Sheet incorporating all such alterations PROVIDED THAT the Hotel shall not be bound to give notice hereunder in the event of any temporary withdrawal of any facility or amenity where the same has been withdrawn for reasons of breakdown, repair, maintenance, cleaning, weather, lack of fuel or water or other such reason for temporary withdrawal.

E. Accuracy of Hotel Descriptions

1 The Hotel has supplied the description of the hotel and its facilities to the Tour Operator. The Tour Operator is aware of its obligations under ABTA’s Code of Conduct and its legal liability in the United Kingdom or under the Tour Operator's regulatory body existent in the country from which it operates and its legal liability in said country for false trade descriptions.

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2 The Hotel shall not be liable for the Tour Operator's brochure description in respect of the Hotel unless the hotel or its agent has approved and countersigned the brochure copy. In the case of the brochure copy not being ready at the date of this contract, the Hotel will not be liable unless, and until, the said copy has been delivered to and countersigned by the Hotel.

F Consumer Protection Plan and Booking Conditions

1 The Tour Operator will provide the hotel with a copy of its Fair Trading Bond and Booking Conditions as set out in all current Tour Operators brochures which feature the Hotel during the term of this contract. If the Tour Operator is required to make refunds to any client in respect of their stay at the hotel, then the Tour Operator will negotiate fairly with the Hotel as to which party should bear all or part of the burden thereof.

2 In the event of overbooking by the Hotel, or the hotel not being ready to receive the Tour Operator's clients on the arrival date, the Hotel shall use its best efforts provide the Tour Operator’s affected clients with alternative accommodation in a hotel of similar or higher quality and with similar facilities at no extra cost to the Tour Operator. Through this client re-protection action the Hotel shall be deemed to have fulfilled its obligations to the Tour Operator and its affected clients.

3 This contract is written in the English language which shall be considered the authentic language and it shall be construed and takes effect according to the Laws of the country or jurisdiction in which the hotel is located. The parties to this contract hereby submit to the exclusive jurisdiction of the courts and authorities of the country or jurisdiction in which the hotel is located with respect to any claims or actions arising out of or in connection with this contract.

4 Travel insurance is recommended. The Tour Operator shall be responsible for advising its clients about travel insurance.

Severability If any provision of this contract is deemed void or unenforceable by a court of competent jurisdiction, then the remaining provisions of this contract shall remain in full force and effect, and the parties intend that the court replace the void or unenforceable provision with an enforceable provision that stays within the spirit of this contract.

No Waiver: No failure to enforce any term or condition of this contract shall by either party shall constitute an ongoing waiver or prevent either party from the enforcement of this contract.

No Third Party Beneficiaries: This contract does not create any rights or benefits on the part of any third parties whatsoever.

Costs and Expenses: In the event of a claim or action by either party to enforce this contract, the costs of enforcement including without limitation collection costs, court costs, and reasonable attorneys' fees shall be payable by the non-prevailing party. Any unpaid amounts under this contract over 30 days past due shall accrue interest at the rate of 1.5% per month or the highest interest rate allowed by law.

ENDORSEMENT

This contract shall not be binding upon The Hotel unless properly signed and returned to:

Resort Marketing International, Suite C4 Baddow Park, West Hanningfield Road, Great Baddow, Chelmsford, CM2 7SY

A copy of this agreement must be signed by an authorised agent of the Tour Operator and returned to Resort Marketing International immediately, acknowledging the Tour Operator’s full acceptance of all the terms and conditions contained herein. Resort Marketing International will return a countersigned copy of this contract to the Tour Operator.

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I, the undersigned, acting as representative for the Tour Operator, fully understand and agree to be bound by the terms and conditions contained in this contract.

“At check-in, all guests are required to provide a valid major credit card (other than Amex) to cover any incidentals or damage. A credit card pre-authorization of US$300.00 will be run at check-in, and released at check-out subject to any incidental charges. Guests who fail to provide a valid credit card at check-in may be denied accommodations.”