

INTERMEDIARY AGREEMENT
2017/18
PALACIO DO GOVERNADOR *****

COMPANY NAME:		HOTEL ENTITY NAME:	
World Avenues SA		SGEHR SA - Sociedade Gestora e Exploradora de Hotéis e Resorts SA. Rua Fernão Mendes Pinto, 31 1400-145 Lisboa – Portugal	
ADRESS: 14, Rue Ferrier Geneve - Switzerland		PALACIO DO GOVERNADOR Rua Bartolomeu Dias, 117 1400-030 Lisboa, Portugal	
VAT Number : CHE 109 867 307		VAT number: 508 951 917/ C.A.E.: 55111-R3	
Contact Person: Mohamed Gharib		Telephone Nr.: +351 21 2467800	
Telephone Nr. : +202 27296770		Sales Department Telephone Nr.: +351 289 244 302	
Email Address: contracting@world-avanues.ch		Reservations Telephone Nr.: +351 213 007 009	
Payment Conditions and Procedures		<p>Only electronic bank transfers will be accepted (bank details mentioned on this contract) and payment advises need to be sent as payments are processed, to Accounts Receivable contacts. No deductions are accepted before proper invoices/debit notes are received and confirmed;</p> <p>Pre-payment until 7 days prior to clients' arrival date. (No credit)</p> <ul style="list-style-type: none"> -On receiving your reservation we will reply with a pro-forma confirmation invoice, stating the pre-payment amount and the final date of payment. If you have any query with the pro-forma invoice please contact us immediately. -We will only confirm the bookings after the payment of the related invoices. Therefore, we suggest that the Tour Operator(s) do not issue a voucher confirming the accommodation reservations prior the payment of the related invoices. It is your responsibility to ensure the payment is made on time, as there will be no request for payment from us to you. -If we have not received your payment 7 days before your customers arrival we will notify you that we will ether cancel your reservation or charge your customer on arrival the BAR rate of the day. We cannot guarantee that if you pay within the 7 days of arrival, our accounts department will be able to process the payment before your customer arrival. If you continue not to pay your invoices on time we will be forced to cancel any future reservations you may have. - Not to accept any bookings with check-in to occur in the future and not assuming any liability due to such non acceptance(s). - If payments are not made within the agreed time, we will charge interest on the overdue balance at the current permitted rate. 	

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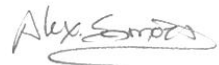
Net rates are per: Room, per day for individual bookings (Max. 05 rooms parties)				Board Basis: BB	Currency: Euros	Inclusive of all taxes – all dates & ages are inclusive
Room Description	Alloc	Rate base Occup	Max Occup	01.11.17 to 28.02.18	01.03.18 to 31.10.18	
Double Deluxe Room	FS	2	2ad	143,00	158,00	
Single Deluxe Room	FS	1	1ad	133,00	148,00	
Double Club Room	FS	2	2ad	188,00	205,00	
Single Club Room	FS	1	1ad	178,00	195,00	
RELEASE				1	1	
Reductions & Supplement Rates: Children: 03 - 12,99 and extra Adult Only valid in Suite room types: Junior, Studio, Suite Infante, Suite Princesa, Suite Governador. OR The remain existing room types : Rooftop, Junior Suite; Studio Suite; Suite Infante, Suite Princesa & Suite Governador are available at our website with BAR rate conditions.				Added value: welcome drink upon arrival.		
Mandatory minimum mark-up of 25% on the above daily rates.						
This agreement must be signed by both parties for above rates and conditions to be valid to all markets – OFF LINE ONLY.						
In case of stop sales, and if TO finds availability on our website (www.nauhotels.com), the room shall be ON REQUEST and subject to a different rate than the one stipulated on the contract: - 20% off BAR. This condition does not apply to deals or offers that we might be doing in our website.						
Nau Hotels & Resorts will not follow the rates in websites that are not directly contracted by us, nor other aggregators or those with similar behavior.						

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GENERAL CONDITIONS/ NOTES

- **Cot or extra-bed** on request and subject to hotel availability.
- **Breakfast** included in the restaurant, service and VAT.
- It is not allowed to bring any foods or drinks from outside into the Hotel.
- **Check-in time:** 15H00 / **Check-out time:** 12H00
- **Children Policy:** are considered child until 12,99 years old and baby from 0 until 2,99 years old
- Pets are not allowed. (Except dogs-guide)
- **STOP SALES POLICY:** The Hotel is entitled to STOP SALES whenever it is necessary. Any booking report should be sent to the Reservations Department until 24 hours after receiving the Stop Sales report. In the case of stop sales, if the TO finds availability on our website (www.nauhotels.com), the room shall be ON REQUEST and subject to a different rate than the one stipulated on the contract: 20% off BAR. This condition does not apply to deals or offers that we might be doing in our website. Nau Hotels & Resorts will not follow the rates on websites that are not directly contracted by us, nor other aggregators or those with similar behaviour.
- **Change name or period stay change:** not allowed for all bookings already confirmed by bookings department – a new booking must be requested.
- **Late cancellation:** If cancelled up to 48 hours before date of arrival. Reservations not cancelled by 6p.m local time 2 days prior to the scheduled arrival date will incur in a charge.
- **No Show :** 100% of the stay will be charged.
- **Early departures:** 1 night will be charged (the 1st night).
- **Brochure:** Prices are valid for inclusion of the Hotel in the brochure, assuming adequate exposure with photo(s) and distribution through retail Agencies. The contents of the brochure must be approved by the hotel Management and should be corrected, if necessary, before final printing; otherwise it will not be accepted any responsibility if there is incorrect information that might originate clients complaints. The Hotel must receive a copy of the brochure within 180 days.
- Prices are not valid for publication in "web" (meaning not valid for publication neither in Internet sites B2C nor in GDS – all B2B can only feed B2C with a minimum mark up by 25%).
- **Cancellation of the contract:** Should the Operator systematically fail to comply with the payment deadlines, the hotel reserves the right to cancel this agreement by written notice provided 30 days minimum before. Cancellation may be avoided if operator proceeds with the payment within the next days 15 from communication. Any cancellation of the reservations that originates from the breach of this contract is the entire responsibility of the Tour Operator.
- **Jurisdiction:** In case of any contradiction in the interpretation of these rates and conditions from those proposed by the Tour Operator/Agency, the above rates and conditions will always prevail. For any questions derived from the interpretation and execution of these rates and conditions, both parties will submit themselves to the courts of law in Portugal. In any case, the Portuguese Tourism Legislation applies. Both contracting parties declare to have the power and authority to represent both contracting companies, stated below. Both contracting parties declare to acknowledge and accept the terms and conditions of the present contract on the date stated below.
- **Additional notes:** The presented rates are subject to special conditions and to availability. Above rates may change accordingly with the Sales channel. This agreement is to be treated confidentially by both parts.

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PALACIO DO GOVERNADOR FISCAL AND BANK DETAILS			
Bank Details		Account Receivable Contacts	
Account name: SGEHR SA - Sociedade Gestora e Exploradora de Hotéis e Resorts SA Bank: Novo Banco // NIB: 0007 0000 0076 4173 4702 3 IBAN: PT50 0007 0000 0076 4173 4702 3 // SWIFT/BIC: BESCPTPL		Telephone Nr.: +351 289 599 425 / Fax: +351 289 599 432 E-mail Address: tesouraria.clientes@nauhotels.com Address: Nau Hotels & Resorts Apartado 8025 - EC Cabo Ruivo , 1804-001 Lisboa, Portugal	
Clients Mandatory Fields		Fiscal Name Designation	
Contracting Details		Stop Sales Contacts	Account Departments Contacts
Name	Mohamed Gharib	Email Address	Name
Address	14, Rue Ferrier	contracting@world-avanues.ch	Address
Telephone Nr	+202 27296770	Special Offers Contacts	Telephone Nr +202 27296770
E-mail Address	contracting@world-avanues.ch	Email Address	Email Address
		contracting@world-avanues.ch	VAT Number CHE 109 867 307
Contract Validation: This agreement is only valid after signature from both contracting parties			
By the Agency Tour Operator Name Position Signature Date		By: Palacio do Governador Name: Alexandra Samões / Marta Bailão Position: TO Contract Manager / TO Contract Executive Signature:  <div style="text-align: right;">17-07-2017</div>	