

# **AFFILIATION AGREEMENT**

#### **BETWEEN THE SIGNATORIES:** Travel Emotions Limited Company:

**Head office:** Suite 7, Peel House 30, The Downs Altrincham Cheshire, WA14 2PX, UK, owner of the brand Prestigia

**Represented by:** its General Manager "Thami Tazi" according to the powers which are conferred on him for that purpose

Hereinafter referred to as "Prestigia"

And,

# The Affiliate

Name.....

Whose	registered	office	is	situated	at

Hereinafter referred to as the "Hotel"

#### **ARTICLE 1: OBJECT OF AGREEMENT**

The aim of this Agreement is the commercialization of the Hotel by Prestigia via its instant online system of reservation, www.prestigia.com

# ARTICLE 2: ENTRY INTO EFFECT

This Agreement shall come into effect immediately after signature by both parties and shall continue in effect for an initial period ending one (1) year after the effective date. After the initial year, this Agreement will be automatically renewed or extended by tacit Agreement for successive terms of one (1) year each. Either party may terminate this Agreement 90 days before the expiry date of the Agreement, such termination being made known to the other party by registered letter with request for acknowledgement of receipt. Upon the expiration or premature termination of this Agreement, Prestigia shall immediately delete all information regarding the Hotel from the website, provided that nothing herein shall affect or exonerate the obligations of the parties in relation to those reservations already validly confirmed prior to the expiration or premature termination of this Agreement.

#### **ARTICLE 3: PRESTIGIA'S OBLIGATIONS**

Prestigia is committed to offer its instant online reservation services for the Hotel on a 24 hour basis, 7 days a week. Prestigia may at any time and without prior notice interrupt temporarily the supply of its online services for maintenance of the system or for any other cause outside its will. Prestigia shall not be bound to pay any form of compensation in such event. Prestigia is also committed to ensure a telephone assistance service, fax and e-mail, from 8:00 am to 8:00 pm (GMT time), 7 days a week.

#### **ARTICLE 4: HOTEL'S OBLIGATIONS**

**4-1** The Hotel is committed to make rooms available in the Extranet of Prestigia.com and is responsible for this information.

The Hotel accepts that Prestigia can send its reservations at any moment, except for the cases where the rooms are indicated to be closed in the extranet.

**4-2** The Hotel shall give Prestigia all the information judged necessary by Prestigia (hotel and rooms descriptions, photos, room rates and discounts, features, cancellation conditions etc.) to enable Prestigia to display a detailed presentation of the hotel onto its website. All the information given by the hotel to Prestigia may be published by whichever means of advertising media considered marketable by Prestigia. The Hotel is committed to supply accurate and up to date information.

**4-3** The Hotel is responsible for the reservations that are sent to it by Prestigia via e-mail. This information will also be available in Prestigia's extranet in the 'Reservations' section.

The Hotel is responsible for insuring the validity of its e-mail address through which reservations will be communicated. Prestigia cannot be held responsible for the reservations of which the hotel establishment was not cognizant for e-mail reasons.

Hence, in no case can the Hotel refuse a reservation based on the fact that it has not taken cognizance of the confirmation e-mail sent by Prestigia.

## **ARTICLE 5: NON-HONORED RESERVATIONS**

In case of failure to fulfill a confirmed reservation made through Prestigia, the Hotel will be responsible to make all necessary arrangements to offer the customer alternative accommodation with another hotel on the following terms: the room should be of an equivalent or superior category, in a hotel of equivalent or superior category, in the vicinity, at the prices set forth herein. Also, the Hotel shall provide, without charge, necessary transportation between the alternative site and his hotel.

#### **ARTICLE 6: CLAIMS**

The Hotel will be held responsible and must deal with, at its own expenses, any client claim based on a reservation error linked to erroneous information provided by the Hotel.

#### **ARTICLE 7: TRANSFER**

This Agreement is concluded "intuitu personae" and would not, on a principal or accessory basis, be the object of a transfer, on a free or costly basis, under any form or shape, without the prior consent of Prestigia.

In case of change or sale of the Hotel to a new party, the Hotel acknowledges that this Agreement does not terminate with the sale or change of party, and that the new party will be bound to this Agreement as if it was the contracting party.

# ARTICLE 8: PAYMENT, CANCELLATION AND COMISSION

In exchange of the service provided by Prestigia, the Hotel shall grant Prestigia a commission for each validly-confirmed reservation made through the website equivalent to 20% of the total amount of the reservation. The client pays online by credit card at the time of reservation a deposit to Prestigia which corresponds to the commission. The customer will pay the balance (80% of the total amount of the reservation) upon his arrival at the hotel, during check out.

The Hotel's cancellation policies shall apply in the case of a cancellation of a valid reservation by the customer or in the case of a no show. The Hotel shall provide such cancellation policy to be displayed on Prestigia's website referred to in Article 1. All charges and penalties payable by the customer shall be collected directly by the Hotel. Prestigia will transmit to the Hotel the customer's credit card information to enable it to collect the amount of the charges and/or the penalties from the customer.

Please insert your Cancellation policy as attachment

#### **ARTICLE 9: THE RATES**

The Hotel is duty bound to update, in case of changes, its information and room rates using Prestigia's online Extranet. The Hotel must notify Prestigia of any changes by e-mail and provide the new rates. Prestigia would not be taken responsible for reservations made with erroneous rates. Please insert your Rates as attachment

#### **ARTICLE 10: CONFIDENTIALITY**

Both parties are committed not to reveal to a third party any information related to the activity or know-how of the other party and shall not disclose the Confidential Information. This confidentiality clause shall outlast the termination of this Agreement with no limit of duration.

#### **ARTICLE 11: TERMINATION**

In case of no fulfillment by either one of the two parties of any single contractual obligation, the termination of the Agreement can legally take place, 45 days after issuance of an injunction that has remained without effect.

#### **ARTICLE 12: JURISDICTION**

Any dispute between the Parties arising from this contract shall be governed by and construed in accordance with the law of the Kingdom of England.

#### **ARTICLE 13: CHOICE OF NOTIFICATION PLACE**

Any notice required to be given under this Agreement shall be in writing, in English, and shall be deemed to have been so given if addressed and sent to the recipient at the address set out in this Agreement or such other addresses as may from time to time be notified by the other party to this Agreement in writing. Any notice shall be deemed to have been given, served, delivered and received: (a) if delivered by hand, at the time of delivery; (b) if sent by registered post, upon the acknowledgment of receipt thereof; and (c) if sent by telex, facsimile transmission or electronic transmission, at the time of confirmed receipt of the transmission.

## For the Company Travel Emotions Ltd

Suite 7, Peel House 30, the Downs Altrincham Cheshire, WA14 2PX, UK.

Tel: +44 (0) 20 3051 6662 Fax: +44 (0) 20 3051 6663

# For The Hotel

Name	
Address	 
Fax	

IN WITNESS WHEREOF, the authorized representative(s) of both parties have executed two copies of this Agreement on this day....., month....., year 20....

Travel Emotions LTD	HOTEL
<b>Signed by:</b> Name: Thami Tazi Position: General Manager	Signed by: Name: Position: