

30 March 2021

Mr Simon Bernardi
Managing Director
Australia & Beyond Holidays Pty Ltd
Via email: simon@aabh.com.au

Dear Simon,

We are delighted to enclose Crown Hotel's Wholesale/Inbound Accommodation Agreement.

This Agreement covers Crown Towers Sydney and is valid from 1 April 2021 to 31 March 2022.

Attached you will find the below schedules:

Schedule 1 – Domestic and International Dynamic rates

Schedule 2 - Negotiated Rate Requirements

Schedule 3 - Terms and Conditions

Schedule 4 - Acknowledgement

Accommodation rates provided in this agreement are valid for Domestic & International markets (Eastern Hemisphere).

Please review the attached Agreement carefully as it constitutes the agreement between Crown and Australia and Beyond Holidays Pty Ltd and also stipulates the governing terms and conditions in relation to all bookings made by Australia and Beyond Holidays Pty Ltd.

Please return a signed copy of this Agreement to the Crown Hotel Sales Team within 14 days of the date of this letter to confirm you acknowledge and agree to the terms and conditions.

We thank you for your ongoing partnership and support, and we look forward to working with you during a successful 2021 - 2022 season.

Kindest regards,



Nicolena Oborn
Associate Director of Sales
Crown Sydney

DOMESTIC & INTERNATIONAL RATES CROWN SYDNEY

GROSS RATES

(25% COMMISSION TO AUSTRALIA AND BEYOND HOLIDAYS PTY LTD)

RATES TO BE ACCESS THROUGH SITE MINDER CHANNEL ONLY

RATES SUBJECT TO CHANGE WITHOUT NOTICE

VALIDITY – 1 APRIL 2021 – 31 MARCH 2022

CROWN TOWERS SYDNEY

INDICATIVE YEAR-ROUND RACK RATES ONLY

(Excluding Special Event Periods)

ROOM TYPE	ROOM & BREAKFAST RATE CODE – TBC ONCE BOOKING CHANNEL IS SET UP	
	Nett Rate (less 25%)	Gross Sell Rate
Deluxe Room	\$749.25	\$999.00
Harbour Bridge Room	\$801.75	\$1069.00
Opera King Room	\$869.25	\$1159.00
Opera Studio	\$1,064.25	\$1,419.00
Executive Harbour Bridge Suite	\$1,146.75	\$1529.00
Executive Opera Suite	\$1,296.75	\$1729.00
Premier Harbour Bridge Suite	\$1,401.75	\$1869.00
Opera Tower Suite	\$2,189.25	\$2919.00
VILLA PRODUCT		
1 Bedroom Deluxe Villa	\$1,949.25	\$2,599.00
1 Bedroom Crystal Villa	\$3,149.25	\$4,199.00
2 Bedroom Crystal Villa	\$3,749.25	\$4,999.00

RATE CODE TBC (ONCE BOOKING CHANNEL IS SET UP) – Room & Breakfast

Buffet breakfast is included for two adults at the Epicurean Restaurant

SPECIAL EVENT PERIODS AND MINIMUM LENGTHS OF STAY

SPECIAL EVENT	DATES	CROWN TOWERS SYDNEY
New Year's Eve 2021	31 December 2021	5 Nights
Australia Day 2022	25 - 26 January 2022	2 Nights
Mardi Gras 2022	06 -07 March 2022	2 Nights

GUEST ROOM CONFIGURATION AND MAXIMUM CAPACITY

CROWN TOWERS SYDNEY				
ROOM TYPE	CONFIGURATION	ADDITIONAL BED	ROOM SIZE	MAX OCCUPANCY
Deluxe King Room	1 King Bed	N/A	47 sqm	2 guests
Harbour Bridge King Room	1 King Bed	N/A	50 sqm	2 guests
Harbour Bridge Twin Room	2 Queen Beds	N/A	50 sqm	4 guests (utilising existing bedding)
Opera King Room	1 King	On Request	55 sqm	3 guests (utilising rollaway bed)
Opera Twin Room	2 Queen Beds	N/A	55 sqm	4 guests (utilising existing bedding)
Opera Studio	1 King	N/A	72 sqm	2 guests
Executive Opera Suite	1 King	On Request	82 sqm	2 guests
Executive Harbour Bridge Suite	1 king	On Request	85 sqm	2 guests
Premier Harbour Bridge Suite	1 King	On Request	110 sqm	2 guests
Opera Tower Suite	2x King	On Request	110 sqm	4 guests
1 Bedroom Deluxe Villa	1 King	N/A	97 sqm	2 guests
1 Bedroom Crystal Villa	1 King	N/A	145 sqm	2 guests
2 Bedroom Crystal Villa	2 x King	N/A	180 sqm	4 guests

SCHEDULE 2 – CONTRACT RATE TERMS AND CONDITIONS

1. The rates outlined in this contract can only be distributed within Domestic and Eastern markets (Eastern Hemisphere).
2. Agents must not at any time distribute contracted rates on any B2C channels. Should this condition be breached, the contract will be void immediately. Crown Hotels conduct regular B2C channel testing in order to control correct rates distribution.
3. All contracted agents/ITOs are responsible for correct rates distribution in accordance with the outlined conditions.
4. All contracted agents/ITOs will be liable for the accuracy of rates distribution by them as well as all parties that have access to the rates in this contract. This means that should any agent distribute contract rates on B2C/or other unapproved channels, the signing ITO in this contract will be liable for the breach.
5. Should the agent/ITO require to sell Crown Hotels on B2C channels, accommodation must at all times be packaged with other components (tours, flights, car hire etc) in order to mask the room rate. Should this condition be breached, the contract will be void immediately.
6. Accommodation rates as stipulated in Schedule 1 applicable for FIT bookings only (1-10 rooms per night) per hotel.
7. For groups in excess of 11 rooms per night per hotel, please contact the Sales department directly for a separate quotation. Group rates and group terms & conditions will apply and will be advised at time of enquiry depending on the specifics of the group.
8. For tour series, please contact the Sales department directly for a separate quotation. Tour Series rates and terms & conditions will apply and will be advised at time of enquiry depending on the specifics of the tour series.
9. Accommodation rates are based on non-Last Room Availability, which means that any bookings over and above allotment where applicable are subject to Crown Hotels' discretion. Crown Hotels reserves the right to reject static contract rate booking requests at any time unless coming out from allotment. All existing bookings will not be affected.
10. All contracted agents must at all times re-confirm room and rate availability prior to quoting to the end client. This will avoid any disappointment in case the booking cannot be accepted on the static contract rate.
11. Price matches are not guaranteed but can be requested in the event when Crown Hotels' direct Best Available Rate is lower than the static nett rate in this contract. Should this occur Crown Hotels will provide a possible rate alternative to the agent/ITO at the time of request based on Crown Hotels' discretion. Crown Hotels will not price match with any B2C channels other than its own direct booking channels.
12. Crown Hotels reserves the right to vary agent allotment due to lack of room availability due to major events or conferences in Melbourne which were unforeseen at the time of entering into this agreement, or due to refurbishment of hotel rooms or due to unforeseen events and circumstances. Crown Hotels shall notify the Agent of any such variation to the room allotment within a reasonable period of time. Any such change to the allotment will not affect any bookings made prior to notification by Crown Hotels.
13. Crown Hotels reserves the right to re-call all unsold allotments at any time.
14. Enhancement prices are subject to change without notice and should not be included in year-round brochuring.
15. Negotiated rates are subject to a minimum production of 100 room nights at Crown Towers Sydney per annum. Should this volume not be met during the contract period, the contract will not be extended for the following season. The volume is comprised of FIT, leisure groups and tour series business.

SCHEDULE 3 – GENERAL TERMS AND CONDITIONS

1. All prices are quoted in AUD and are inclusive of Federal Goods and Services Tax (GST).
2. Arrival time is after 15:00 hours and departure is by 11:00 hours .Requests for early arrival will be subject to availability. The room must be reserved for the night prior to the guests' arrival to guarantee an early check in. Requests for late departure are subject to availability on the day of departure and charges may apply.
3. Any marketing or brochure material featuring Crown Hotels must be pre-approved by your Crown Sales Manager.
4. Applicable rate code must be clearly noted on the booking request. One rate code applies per booking. Multiple rate codes will result in confusion and rate discrepancies. Any booking requests without a rate code will be rejected.
5. Details of negotiated rates will not be disclosed by Crown Reservations Department. For any rate or contract queries please contact your Crown Sales Manager or refer to this contract.
6. All bookings must be guaranteed with a valid credit card until payment has been received. If agent has existing credit facilities with Crown, no credit card guarantee is required for FIT bookings. If the agent does not have an existing credit account with Crown Hotels, full payment will be requested at time of booking. Pro-forma invoice will be issued upon booking confirmation.
7. All guests will be required to provide a credit card on arrival to cover any incidental charges. A pre-authorization of \$100.00 per room per night and \$200.00 per room per night for Villas will be taken at check in. The pre-authorization then takes approximately 10 business days to be released back to the guest's card after departure depending on their respective bank. Crown Hotels will not be held responsible for the time it takes for the pre-authorization amount to be released. If the guest is not able to provide a credit card on arrival, a cash deposit of \$200.00 per room per night will need to be provided instead. The difference between cash deposit and guest's account balance will be refunded back to the guest on departure.
8. Payments made by credit card are subject to 1.2% service fee.
9. Cancellation / No Show Policy. Rooms cancelled within 24 hours of arrival or No Shows will incur 1 night's accommodation charge. Rooms cancelled within 30 days of arrival over Special Event Periods will incur 100% cancellation charge
10. A guest's failure to present a valid voucher/reservation order prior to/upon arrival at any Crown Hotel will result in charging of the hotel's regular published rate (which will be charged directly to the guest); unless stated on booking request, that this booking is voucher less.
11. Crown Hotels may terminate this Agreement by giving written notice to the company, effective immediately if: The company commits a breach of any of the terms of conditions of this agreement and if the breach is capable of remedy, fails to remedy that breach within 7 days after service on it of notice giving particulars of the breach and requiring it to be remedied; or The Company becomes the subject of liquidation or winding up procedures or otherwise becomes or threatens to become insolvent; Not reaching the minimum requirement of target production of 50 Room Nights per annum. Either party may terminate this agreement without cause by giving thirty (30) days' notice in writing to the other party.



CONTACT DETAILS

SYDNEY

FIT Bookings (1-10 rooms per night)

Group Bookings (11+ rooms per night)

FIT Bookings (1-10 rooms per night) wholesalesydney@crownhotels.com.au	Group Bookings (11 + Rooms per night) Nicolena.oborn@crownsydney.com.au
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SCHEDULE 4 - ACKNOWLEDGEMENT

Please acknowledge that you have read, understood and agreed to the terms and conditions of this Crown Hotel's Wholesale/Inbound Accommodation Agreement ("**Agreement**") by signing and dating this page of the agreement, as well as initialing each subsequent page and returning a copy of this Agreement within 14 days. Rates will be loaded and available to book only when a signed agreement has been returned to Crown Hotels.

The person executing this Agreement on behalf of the Client represents and warrants that he or she is duly authorised by the Client to execute this Agreement.

Executed as an Agreement on <u>31/13/2021</u> (Client to complete) (day / month / year)	
Signed for the Client by its authorised representative in the presence of:	
	
Signature of witness	Signature of authorised representative
CAROLINE BERWARDI (please print name and position)	SIMON BERWARDI DIRECTOR (please print name and position)

Signed for Crown Hotels by its authorised representative in the presence of:	
	
Signature of Witness	Signature of authorised representative
Nicolena Oborn Associate Director of Sales Crown Sydney	Kylie Burchmore Senior Vice President of Global Sales Crown Hotels