

## Accommodation AGREEMENT

**HOTEL / APARTMENTS** (hereinafter “the HOTEL or APARTMENT”),  
registration code \_\_\_\_\_, address \_\_\_\_\_,  
represented by the member of the management board \_\_\_\_\_,

and

**SIA Aletour T.O.** (hereinafter “ALETOUR”), registration number 40003735890  
address Rudolfa Iela 3-9 1012 Riga Latvia, represented by the Mr Alessandro  
Pitzianti hereinafter referred to a Party or jointly the Parties, have entered into  
this Tour Operator contract (hereinafter “the Contract”) in the following.

### 1. SUBJECT MATTER OF THE CONTRACT

1.1. By this Contract the ALETOUR undertakes, in the favour of and for the  
benefit of the APARTMENT to intermediate accommodation services,  
which the HOTEL or APARTMENT, according to the agreed prices  
(Annex 1), terms of the Contract and its annexes.

### 2. ORDERING TERMS

2.1. The ALETOUR submits its reservations for the accommodation by  
**EXTRANET WEB SITE** [www.aletourtravel.com](http://www.aletourtravel.com) .

2.2. When submitting the reservation, ALETOUR refers to the Contract,  
notifies the name of the client, arrival and departure dates and time, the  
number of people, payment details and the name of person who submits  
the reservation.

### 3. GENERAL CANCELLATION TERMS

3.1. The ALETOUR reserves the right to cancel the reservation without any  
sanctions until \_\_\_\_\_ working days prior to the arrival day.

3.2. If the reservation is cancelled later than specified in the clause 3.1 of this  
Contract, the ALETOUR shall be obliged to pay by reservations of  
\_\_\_\_\_ of the total amount of the cancelled reservation.

3.3. All reservations must be cancelled in written form by fax  
\_\_\_\_\_ or e-mail \_\_\_\_\_

#### **4. CANCELLATION TERMS FOR GROUPS**

- 4.1. Group is considered to be a reservation of 10 or more rooms..
- 4.2. The ALETOUR is allowed to cancel or reduce the reservation of the group without any sanctions \_\_\_\_\_ days before the arrival day. If the cancellation takes place later, the HOTEL or APARTMENT shall have the right to ask for a compensation of \_\_\_\_\_ from the total price of the reservation.

#### **5. OBLIGATIONS OF THE HOTEL or APARTMENT**

- 5.1. The HOTEL or APARTMENT shall do everything to enable the ALETOUR to act successfully, including placing, at the HOTEL or APARTMENTS' expense, documents which are necessary for the ALETOUR's activities – price lists, printed advertising materials and the terms and conditions of the Contract.
- 5.2. The HOTELS or APARTMENT guarantees the ALETOUR the prices according to the agreed prices (Annex 1) and published in EXTRANET ALETOUR.
- 5.3. The HOTEL or APARTMENT guarantees to ALETOUR the BEST PRICES published in web site HOTELS or APARTMENTS and guaranteed 20% commission (10% for retailer travel agency).
- 5.4. HOTEL or APARTMENT undertakes to update prices in ALETOUR extranet.
- 5.5. In absolute necessity, HOTEL or APARTMENT reserves the right to change the booked hotels or apartment for an equivalent or better unit with causing no additional costs for the ALETOUR's customer.

#### **6. OBLIGATIONS OF THE ALETOUR**

- 6.1. The ALETOUR shall perform the obligations thereof with the diligence normally expected from a person acting for the purposes of the person's economic or professional activities.
- 6.2. The ALETOUR is obliged to inform its employees, who are involved in fulfilling the terms of the Contract, about all the terms and conditions of the Contract.
- 6.3. The ALETOUR is obliged to inform its clients in the following terms which are stated on the confirmation letters:
- 6.3.1. Check-in & Check-out times and terms
- 6.3.2. Arrival related information

6.3.3. Security

6.3.4. *By checking-in, client will fill out registration form on which are states clients' responsibilities*

## 7. TERMS OF PAYMENT

7.1. **A)** If the ALETOUR customer pays the services to the HOTEL or APARTMENT, the ALETOUR customer is obliged to guarantee the reservation with Credit Card information (Visa or Master/Euro Card number and expiry date, card holder's full name). In case reservation is not guaranteed by customers' credit card number, ALETOUR takes the responsibility of possible cancellation according to the cancellation terms. The customer pays total amount - ALETOUR commission (20%).

7.2. **B)** ALETOUR will pay invoice before the customer's arrival by bank transfer or credit card.

## 8. CONFIDENTIALITY

8.1. The Contract is fully confidential and its content must not be disclosed to third parties without the explicit written consent of the other Party.

## 9. FORCE MAJEURE

9.1. Non-performance by a Party is excused if it is caused by force majeure. Force majeure are circumstances which are beyond the control of a Party and which, at the time the Contract was entered into or the non-contractual obligation arose, a Party could not reasonably have been expected to take into account, avoid or overcome or the consequences of which a Party could not reasonably have been expected to overcome. If the effect of force majeure is temporary, non-performance is excused only for the period during which force majeure impeded performance of the obligation.

## 10. VALIDITY OF THE CONTRACT

10.1. The Contract enters into force from the moment of its signing and shall be valid until \_\_\_\_\_

10.2. If a Party does not inform the other Party, 1 (one) month in advance before the term of the Contract, about his wish to terminate the Contract, the Contract shall be each year automatically extended for another one-year contractual term.

10.3. The Parties may terminate the Contract prematurely. The Party, who wishes to terminate the Contract prematurely, shall give the other



Party 2 (two) months' prior written notice. A Party may also exercise the right of extraordinary termination of the Contract on the basis prescribed by law.

10.4. The Contract is terminated after the Parties have fulfilled all their contractual obligations.

Date \_\_\_\_\_

**HOTEL or APARTMENT:**

**SIA ALETOUR T.O.**

Web site  
E-mail  
Phone  
Fax

Web site  
E-mail  
Phone  
Fax

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**EXTRANET ALETOUR**

[www.aletourtravel.com](http://www.aletourtravel.com)

User \_\_\_\_\_

Password \_\_\_\_\_  
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