



## 2021/22 FIT STATIC RATE WHOLESALE CONTRACT

### BETWEEN

(Fairmont Hotels Inc., Agent, for 299 Burrard Management Hotel and Residential LP), a(n) (Fairmont Pacific Rim) ("**Hotel**") having a primary place of business at (1038 Canada Place, Vancouver, BC, V6C 0B9).

### AND

**BC Golf Guide.com Inc**, a(n) (legal form) ("**Client**") having its registered office at #204-3731 Casorso Road Kelowna, BC, Canada V1W 5E9

Hereafter the parties to this Contract, including each Participating Hotel (as defined below), may be jointly referred to as the "Parties," and individually as a "Party".

The Parties specify hereafter the Special Terms and Conditions applicable to this FIT Static Rate Wholesale Contract (the "**Contract**");

### RECITALS

The core business of the Client is the sale of travel services, including hotel rooms, to guests directly or to travel agents, tour operators and wholesalers, through both offline and online distribution channels.

The Parties have therefore come together to set forth the terms and conditions of their relationship by virtue of this Contract, in their mutual interest and their mutual rights and obligations.

Capitalized terms not defined in these Special Terms and Conditions shall have the meanings set forth in the General Terms and Conditions.

### THE FOLLOWING HAS BEEN AGREED:

### SPECIAL TERMS AND CONDITIONS

#### ARTICLE 1 - PURPOSE

The purpose of this Contract is to set forth the terms and conditions pursuant to which the Client and its authorized affiliates and third-party partners shall make available for booking solely on a package basis guest at Hotel's facilities, to individual clientele travelling exclusively for leisure (the "**Guests**").

#### ARTICLE 2 – TERM OF CONTRACT

This Contract shall take effect on 05/01/2021 (the "**Effective Date**") for an initial term of one (1) year (the "**Initial Term**").

Unless one Party delivers notice of its intention not to renew this Contract within the two (2) months prior to the expiration of the Initial Term, the Contract shall automatically renew for an additional one (1) year (the "**Renewal Term**," and together with the Initial Term, the "**Term**").

#### ARTICLE 3 – PROCEDURE

##### 3.1 Booking channel

Reservations under this Contract may be made through the channel(s) identified below:

1. directly with Hotel, in writing (via email)

## **ARTICLE 4 – FINANCIAL TERMS**

### **4.1 Rates**

- ✓ **Applicable rates:** The applicable rates are identified in **Appendix 1** or, as relevant, in the Rate Sheets provided by Hotel.
- ✓ **Participating Hotel information:** The following information is contained in the Rate Schedule (to be completed in **Appendix 1**) or, as relevant, in the applicable Rate Sheet:

- The rate per room per day (single, double or triple occupancy as indicated)

The rates made available to the Client are calculated on the basis of:

- the net, non-commissionable discounted rate
- The validity period for rates will be as specified in **Appendix 1** or the applicable Rate Sheets (*which may be different from the validity period of this Contract*).
- Taxes: All room rates are subject to 11% Hotel Tax + 5% GST. All room rates are subject to 1.5% Destination Marketing Fee. Taxes are subject to change without notice.  
Taxes on the rates provided will be billed by Hotel to the Client. Taxes and levies added depend on the location of the Hotel and are subject to change upon request of local authorities. Should the applicable taxes and levies as imposed by governmental and regulatory bodies increase or decrease, the rates will be readjusted accordingly. The tax rate applied shall be the rate in force on the invoice date.

### **4.2 Rooms**

Rooms made available under this Contract may be booked by Client in the manner specified in the Rate Schedules or applicable Rate Sheets. Possible booking options include the following:

1. Allotment until total exhaustion of rooms allocated;
2. Request (subject to availability, after having contacted Hotel directly);
3. Free sale up to 'closing' of Hotel for sales; or
4. Allotment then free sale. Any discount granted to Client in connection with free sales remains identical to the discount for sales within any allotment.

The Rate Schedules or Rate Sheets will contain specific information about the following:

The Meal Plan

The Policy on children

The specific conditions, which may be:

1. Dates on which Hotel is closed to sales (e.g. blackout dates);
2. The price of an additional bed in the room; and/or
3. A supplement for breakfast

### **4.3 Payment**

#### **PREPAYMENT**

- ✓ **Tour FIT Payment Procedure** - All FIT reservations must be prepaid in full at the Standard Rate at least 7 days prior to the guest arrival.

**Tour Group Payment Procedure** - A non-refundable deposit of \$500 is required with a signed Adhoc contract to secure the space. The balance of the account is due in full 30 days prior to the group's arrival.

**Short lead guaranteed reservations** must be prepaid in full at least 48 hours prior to the scheduled arrival and payment shall be made by certified check or valid credit card. **In the event that prepayment is not received within the time periods set out above, the Hotel may, in its sole discretion, request full payment from the guest at the time of arrival or cancel the applicable reservation.** Except as set forth above, payments can be made by cheque, credit card, or direct transfer to the Hotel's account at (CAD \$\$):

Bank Name: HSBC Bank Canada,  
Vancouver Main Branch  
100-885 West Georgia Street  
Vancouver, BC V6C 3G1

Credit to: **Accor Management Canada Inc.**, Agent, for 299 Burrard Management  
Hotel and Residential LP  
Transit: 10270  
Institution: 016  
SWIFT CODE: HKBCCATT  
Account Number: 365974-001  
Account Address: 1038 Canada Place, Vancouver BC, V6C 0B9

Please notify the Hotel with direct transfer confirmations by email to the Credit Manager at [vpr.ar@fairmont.com](mailto:vpr.ar@fairmont.com).

✓ **Terms of payment:**

Only bank transfers or, alternately, cheques issued by a bank established in the country in which Hotel's facilities are located shall be accepted for the settlement of invoices and down payments. Bank charges associated with the settlement of invoices shall be borne by the Client. Bills of exchange and cheques not issued by a bank established in the country in which Hotel's facilities are located shall not be accepted as a method of payment.

**4.5 Revision of the conditions of this Article 4:**

These conditions may be revised by Hotel, in particular, if (i) the credit rating of the Client declines; (ii) the payment terms are not complied with; (iii) the Parties to the Contract change; (iv) Client's company is subject to a change of control; or (v) there is a significant change in the volume of sales realized through the Client.

**ARTICLE 5 - TERMINATION**

**5.1 Termination for failure**

In the event of a failure by either of the Parties to comply with any of its obligations under this Contract, the non-breaching Party will be entitled to terminate the Contract immediately without liability or penalty if such failure is not cured within 30 days following written notice from the non-breaching Party.

The termination of this Contract shall be without prejudice to the rights and remedies that the terminating Party may have with respect to the failure committed by the other Party.

**5.2 Termination for change in Client's control or transfer**

Hotel may terminate this Contract without liability or penalty by written notice with immediate effect in the case of: (a) a change in the ownership structure of Client that will result in a transfer of control over the day-to-day affairs of Client's operations, without the prior written consent of Hotel (which Hotel may withhold in its sole and absolute discretion); (b) any assignment or transfer of Client's rights and obligations under this Contract (via sale, contribution, merger, etc.), directly or indirectly, to a third-party, without the prior written consent of Hotel (which Hotel may withhold in its sole and absolute discretion).

**5.3 Termination for convenience**

Each Party can terminate this Contract without liability or penalty at any time by providing three (3) months' written notice.

#### **5.4 Effects of termination**

Upon termination of this Contract, each Party shall return to the other Party all Confidential Information that is in its possession or under its control. In the event of termination of this Contract, for any reason whatsoever, the Client shall stop marketing Hotels' services on the effective date of termination and inform whoever it may concern. It is the responsibility of the Client, at the latest within 48 hours after the end of this Contract, to send the list of reservations made and paid to the Hotel, so that such reservations can be honoured.

#### **5.5 Termination of Participating Hotels' Participation**

. In addition, and without limiting either party's rights or obligations under Article 19 of the General Terms and Conditions regarding force majeure, in the event conditions within Hotel's facilities prevent the provision of services, Hotel can terminate its participation under this Contract without liability or penalty by providing three (3) months' written notice.

### **ARTICLE 6 - CONTRACTUAL DOCUMENTS**

This Contract is composed of this document (these Special Terms and Conditions) and the attached General Terms and Conditions and the Appendices thereto:

Appendix 1: Room Rate schedule  
Appendix 2: Taxes, Fees & Meal Plans  
Appendix 3: Local Terms & Conditions  
Appendix 4: Free Sell / Allotment  
Appendix 5: Promotions  
Appendix 6: Guest Room Descriptions

If there is a conflict or contradiction between these Special Terms and Conditions and the General Terms and Conditions, these Special Terms and Conditions shall prevail over the General Terms and Conditions. The terms of this Contract shall prevail over those contained (a) in any Rate Sheet, or (b) in any booking request sent by Client, unless Hotel and the Client expressly agree on the contrary by making reference to this Contract in any of such documents.

The Client has read the General Terms and Conditions attached hereafter and agrees to abide, and be bound, by them.

### **ARTICLE 7 – ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the Parties and supersedes all previous discussions, negotiations, arrangements and oral or written agreements relating to its purpose, including, without limitation, any wholesale, distribution or participation agreement currently in place between Client and/or its Affiliates and any Participating Hotel.

In the event that a court or any other competent authority deems that any one of the provisions of this Contract is invalid or unenforceable, in full or in part, all the other provisions of this Contract will remain valid.

Any changes to the terms of this Contract shall be made by mutual written agreement between the Parties.

### **ARTICLE 8 – INDEPENDENT CONTRACTORS**

The Parties are operating as independent contractors, and nothing in this Contract will be construed as creating a partnership, franchise, joint venture, employer-employee relationship or agency relationship.

### **ARTICLE 9 - GOVERNING LAW AND VENUE**

This Contract is made and will be deemed performed in the country, state or province, city and/or other relevant political subdivision in which Hotel is located and shall be governed by and constructed in accordance with its laws, excluding its conflict of law rules. By executing this Contract, Client consents to the exercise of personal

jurisdiction over it exclusively by, and venue in, the courts of the country, state or province and/or other relevant jurisdictional subdivision in which Hotel is located. Any legal action in connection with this Contract shall be brought and maintained in the courts located nearest Hotel.

#### **ARTICLE 10 – NOTICE**

Unless otherwise set forth herein, all notices, consents, requests and other communications under this Contract will be in writing and will be sent by hand delivery, by certified or registered mail (return receipt requested), by a recognized national overnight courier service or by electronic mail and will be effective upon receipt at the address stated below (unless the Parties are notified in writing of a change in address, in which case notice will be sent to the new address). All notices and requests in connection with this Contract will be deemed given as of the day they are received.

If to Hotel:

**Melody Duvenage, Director of Tour & Travel**  
[melody.duvenage@fairmont.com](mailto:melody.duvenage@fairmont.com)

If to Client:

**Danny Leitch, Director of Business Development**  
BC Golf Guide.com Inc  
#204-3731 Casorso Road  
Kelowna, BC, Canada V1W 5E9  
[danny@bcgolfguide.com](mailto:danny@bcgolfguide.com)

## General Terms and Conditions

### **Article 1 – Purpose - Definitions**

These General Terms and Conditions further define the conditions applicable to the relationship between Hotel and the Client (in addition to the Special Terms and Conditions) with regards to Client and its authorized affiliates and third-party partners making available for booking of accommodation services in the Participating Hotels;

For the purpose of these General Terms and Conditions, these terms shall have the following definitions:

Hotel: shall mean the company entering into the Contract with the Client;

Contract: shall mean the Special Terms and Conditions together with these General Terms and Conditions;

Guest: shall mean the client to whom the accommodation services are offered or provided;

Party(ies): shall mean Hotel and/or Client

Onward Distributor: shall mean, as relevant, those companies (which may be Client's affiliates or third-party partners) contracting with the Client, or those third party companies contracting with one of the Client's Onward Distributors, that in each case are authorized by Hotel to receive and distribute the Hotel's accommodations in accordance with the terms of this Contract.

These General Terms and Conditions and the Special Terms and Conditions constitute the Contract.

The Contract shall take precedence over the any general terms and conditions of purchase or other standard contract of Client.

*The Client acknowledges and agrees that it is solely responsible for, and shall take whatever steps necessary to ensure, the prompt and proper performance of the terms of this Contract by any Onward Distributor and remains liable for violations of this Contract by any Onward Distributor.*

### **Article 2 - Sale of accommodation**

The Client agrees to market and make available for booking solely on a package basis accommodations at Hotel's facilities, subject to the terms and conditions as outlined in this Contract and, in particular, Article 4 of these General Terms and Conditions.

Client shall, and shall ensure that its Onward Distributors, offer, display or list accommodations at Hotel's facilities using only the rates and availability received from the Hotel and shall not and shall not permit the offer, display or listing of accommodations using rate or inventory information obtain from any third party or other distribution channel.

### **Article 3 - Rates**

Except as specified in the Special Terms and Conditions, the rates made available and ultimately invoiced to the Client are calculated on the basis of the net, non-commissionable rates provided and later confirmed at the time of booking by Hotel. These net rates are set to two decimal places with no rounding.

Rates provided by Hotel covers the accommodations only and, unless expressly included by Hotel in the Rate Schedule or a Rate Sheet at the request of Client, exclude (a) applicable country, province, state and local taxes (unless otherwise legally required); (b) tourism assessment; (c) mandatory fees and charges; (d) meals and other incidentals; and (e) any other optional fees and charges. Client must affirmatively indicate all taxes, fees and optional charges it wishes to be included in the rates provided. Taxes and levies added depend on the location of Hotel/Hotel's facilities and are subject to change. Should the applicable tax rate or any other tax and levy as imposed by governmental and regulatory bodies increase or decrease after the conclusion of this Contract, any tax-inclusive rates provided by Accor will be readjusted accordingly. **The tax rate applied shall be the rate in force on the invoice date.**

In case of promotional offers (e.g. 3 nights for 2) or grant of a free night, applicable taxes will be systematically invoiced based on the total number of paid nights spent in the Hotel's facilities.

*In any event, the rates made available by Hotel shall be valid for the stays booked during the Term and shall be given per person in accordance with the terms and conditions provided by Hotel.*

If a booking is made for a stay on a special date (trade fairs, New Year, etc.), specific conditions of sale may apply.

Rates made available by Hotel are strictly confidential. The Client shall, and shall ensure that all Onward Distributors, offer and distribute accommodations in a way that does not disclose directly or indirectly (e.g. through the addition of a margin or in combination of additional package elements, etc.), in any way whatsoever, the rates it receives under this Contract. No commission is payable on these rates.

#### **Article 4 - Conditions of the rates offered**

**4.1.** The Client acknowledges and agrees that the rates made available by Hotel under this Contract are offered by the Hotel in consideration of the Client's commitment that the Hotel's accommodations will be made available for booking solely on a packaged basis via the offline or online distribution channels of Client and its Onward Distributors.

The rates made available by Hotel under this Contract may only be distributed:

(i) through the Client's offline channels (such as printed brochures, fliers, leaflets, physical shop fronts, travel expositions etc.);

(ii) through the Client's consumer (B2C) websites; provided that the rates are part of a Package;

(iii) through Onward Distributors that make the rates received from Client available for booking by Guests, provided that when selling to the Guest, the rates are part of a Package; and

(iv) through Onward Distributors that make rates received from Client available through offline or online channels accessible only to travel trade professionals (and not Guests), provided that when those travel trade professionals sell to Guests the rates are included in a Package.

For the purpose of this Contract, "Package" is defined as the combination of accommodations with at least one additional travel component whose value represents more than 30% of the rate that when combined have a common or closely related commencement date and are displayed as a single price or billing item.

The Client agrees not to howsoever disclose, either directly or indirectly, this Contract's rates with third parties.

If it is found that the rates made available by Hotel under this Contract are being distributed in violation hereof, the Client shall, upon its own determination or upon notice from Hotel, immediately remedy the issue. Where relevant, the Client shall request its Onward Distributor to remedy the issue with immediate effect and, if not remedied within 72 hours, the Client shall discontinue all access to the rates for the applicable Onward Distributor until the issue is resolved. Should any Onward Distributor violate the rules of this Contract on more than three (3) separate occasions during the Term, despite having previously remedied such violations, the Client, upon the request of Hotel, shall immediately and permanently exclude from such Onward Distributor the rates made available by the Hotel.

Hotel will be entitled to suspend or terminate this Contract, with immediate effect and without prejudice to any other legal or equitable action or claim, in the event Client or its Onward Distributors violate any of the above provisions.

Moreover, (i) if a Hotel, by the application of the Hotel best rate guarantee (or any similar offer or commitment), must pay a guest having booked accommodations on accorhotels.com (or any successor website) and claiming that he/she would have paid a lower rate for the same accommodations on a third party's website; and (ii) if the accommodations offered by the third party's website correspond to accommodations provided by the Hotel to the Client, then the Client shall pay to the Hotel an amount equal to the amount paid by the Hotel to the guest.

This amount shall be paid to the Hotel by the Client upon receipt of the applicable Hotel's invoice (or used to offset amounts otherwise owed by the applicable Hotel to Client).

**4.2.** The Client is not authorized to market directly or indirectly through third parties the accommodations in the form of promotional offers like private sales, flash sales, etc., whether they are packaged or not and whatever the rates are (public or negotiated) without prior written consent from Hotel.

**4.3.** The Client has understood and accepted that the rates made available by Hotel under this Contract apply to leisure stays only. In case the Guest stays for any other reason, the Hotel reserves the right to invoice the Client the standard public rate as published by the Hotel on the date of the stay. It is the Client's responsibility to enforce this clause to Guests and Onward Distributors, where relevant.

**4.4** Client shall ensure that all mandatory fees and charges and any optional fees and charges selected by Client and the obligation to pay such fees and charges are either (i) included in the Package rate provided by Client or (ii) conspicuously disclosed to Guests prior to booking.

#### **Article 5 - Distribution supports**

In order to enable the Client's distribution of Hotel's accommodations, Hotel shall provide, and hereby grants a limited, royalty-free, non-transferable (except as expressly provided in this Contract) license to display, those trademarks, trade names and logos identified by Hotel (the "**Hotel Marks**") as well as property-level information in its possession (Hotel descriptions and images) (together with the Hotel Marks, the "**Hotel Intellectual Property**") solely as provided or approved by Hotel and only for the purpose of promoting, marketing and making available for booking the accommodations in accordance with this Contract. In any case, the Client shall include appropriate legal notices for use of the Hotel Intellectual Property as well as complying with the Hotel graphic charter defining the colour code and the graphics of the Hotel brand names, descriptions of the hotel services, etc., which information contributes to the brand image of the Hotel and its affiliated companies. Any materials created by Client displaying any of the Hotel Intellectual Property shall be submitted to Hotel for its prior written approval. This Contract does not convey to Client any right, title or interest in the Hotel Intellectual Property. As between the parties, Hotel retains all right, title and interest in and to the Hotel Intellectual Property and all goodwill created by the user thereof shall accrue to Hotel and/or its licensors.

Client may sublicense its rights to the Hotel Intellectual Property to its Onward Distributors, which will include all restrictions and limitations set forth in this Contract. Client will ensure that the Onward Distributors (and those receiving or having access to the Hotel Intellectual Property through the Onward Distributors) do not violate the terms and conditions of this Article 5 and, in the event that Client becomes aware that any such sublicensee is in violation of this Contract, Client will terminate the applicable sublicense and suspend all access to the accommodations to such sublicensee.

The licenses granted in this Article 5 and can be revoked, and Hotel may request that Client immediately cease the publication, display or distributing the Hotel Intellectual Property. Client shall comply with all such requests and shall ensure that its Onward Distributors also comply therewith. All uses of the Hotel Intellectual Property must be consistent with the corporate guidelines of each Hotel brand.

The Client shall put an end to any use of the Hotel Intellectual Property within fifteen (15) days after the end of this Contract, and to provide Hotel with the evidence thereof, upon request.

The photos displayed on the Hotel's websites are not contractually binding. Even if Hotel undertakes everything possible to ensure that its photographs, graphic illustrations and descriptions of the Hotel give as an accurate representation of the accommodations, there may be variations, particularly due to changes of furniture, renovations or changes in branding. To the extent legally permissible, Client waives any claim in relation therewith.

Client acknowledges and agrees that a violation of this Article 5 would cause irreparable harm to Hotel and its affiliates and that Hotel shall be entitled to seek injunctive relief for breaches of the license granted herein.

#### **Article 6 – Obligations relative to advertising**

Hotel protects its brands, in particular on the Internet, and expects each of its distributors, wholesalers and clients to comply with its policies relative to advertising.

The Client acknowledges that any advertising, promotion or marketing deals for its products and services, including its websites, applications and platforms, must comply with the following provisions.



Within the framework of this Contract:

- the term "Prohibited Terms" means any term that is identical or similar to any brand, domain name or term, including without limitation, the Hotel Marks, that distinguishes Hotel and/or its affiliates and operating company and its affiliates, subsidiaries and parent companies (including all brands in the Accor S.A. group of hotels) and their products and services from their competitors, or distinctive names identifying any of the foregoing or their products and services.

- the domain names (URLs), meta tags and source codes for the Client's websites, applications and platforms (and those of its Onward Distributors) such as HTML source code, meta titles, meta keywords and meta descriptions are considered to be marketing promotional tools; and

- hyperlinks redirecting users to the Client's websites, including links generated automatically by Internet users themselves through applications made available to them (such as "like" tabs) are considered to be marketing promotion tools.

The Client shall not, and shall ensure that its Onward Distributors do not, advertise, offer, market, distribute or make available the accommodations or exploit the Prohibited Terms in any manner on or through any advertising or promotional tool or service unless it is technically necessary or Hotel has given its prior written consent.

The limitations and restrictions contained in this Article 6 must be observed regardless of the advertising undertaken, or the marketing tools that the Client or its Onward Distributors use, directly or indirectly, including via search engine optimization services (including broad matches), natural or organic search engine optimization, web applications including "like" tabs, social networks, voice-enabled devices, etc.

As a result:

- in connection with any form of targeted on-line advertising, including, without limitation, text links, banner ads, pop-up ads or any other form of display advertising provided by specialized companies such as on-line general search engines, travel search engines or price comparison websites, metasearch sites, social networks, etc., neither the Client nor its Onward Distributors may bid on, purchase, benefit from, reproduce or include in any advertising text, any of the Prohibited Terms (including, without limitation, the singular/plural form of the Prohibited Terms, misspellings or other common variations) unless Hotel has given its prior written consent;

- in connection with any form of on-line advertising, unless it is technically impossible, the Client shall to add all Prohibited Terms to the list of negative keywords for its campaigns and ensure that its Onward Distributors do likewise for their own campaigns;

- in connection with any form of natural or organic search engine optimization, neither the Client nor its Onward Distributors may use Prohibited Terms to influence search engine results, unless Hotel has given its prior written consent.

In case of non-compliance with these provisions, Hotel will send a notice to the Client, which shall cause Client to immediately put an end to the observed actions, unless the Client proves that the reproduction, use or benefit of a Prohibited Term is necessary for technical reasons. The notice sent by Hotel will contain the information required by the Client to take appropriate measures.

In the event that Hotel reasonably decides that any website, application or platform operated by the Client or its Onward Distributors contains content that may denigrate or could be reasonably believed to expose Hotel or its affiliates or licensors to liability or a loss of good will or reputation, Hotel may, after sending a written notice to the Client, require that the Client takes action, within fourteen (14) days as of the date of reception of said written notice, by: (a) requiring the removal of reprehensible content from the subject website, application or platform or (b) ceasing to display Hotel accommodations on the subject website, application or platform. The Client agrees to comply with such requirement within the aforesaid time period. The failure to comply with these obligations shall entitle Hotel to terminate the Contract pursuant to its terms.

The Client further agrees not to create any sponsored link redirecting to one or more websites belonging to Hotel or its affiliates or licensors.

## **Article 7 - Vouchers**

If agreed to by Hotel, the Client may issue to Guests or to its Onward Distributors vouchers corresponding to nights booked in the Hotels. If such vouchers are issued, the terms and conditions of this Article 7 apply to them. These vouchers must strictly specify: the name of the Client, the number of Guests, their names, the number of rooms, the Guests' arrival date, their departure date, the number of nights booked, the name of the Hotel and the type of services covered.

The Client shall submit to Hotel for prior approval, a specimen voucher that can be used. Vouchers must be presented at the Hotel reception desk by the Guest upon arrival. Failure to do so will result in the Guest being charged for the full amount of the Hotel's service at the public rate and required to pay the full amount before departure.

The Client shall ensure that Guests are fully informed of all the present provisions that are applicable to them, as per the booking terms and conditions (conditions on use of the vouchers, possibility of guarantee of reservation by the Guest, promotion, etc.). The Client remains solely responsible for the information of the Guests.

## **Article 8 – Reservations**

### **• Making bookings**

Requests for bookings are required and must mention the Contract so that the applicable rates can apply. These requests must be made within applicable booking timelines indicated in the Rate Schedule or applicable Rate Sheet.

### **• Cancellation/Guarantee of bookings**

FIT Bookings: The Client can cancel bookings with Hotel at no cost, provided that the written cancellation reaches Hotel seventy two (72) hours before the scheduled Guest's arrival. Thereafter, bookings that have not been cancelled are considered as confirmed, regardless of the time of arrival of the Guests. Cancellations at 72 hours or less prior to arrival is subject to one (1) night's full room and tax charges.

See Appendix 3 for Group Cancellation Policy

### **• No-show**

In the event of no-show, in the absence of a cancellation in accordance with the above provisions, or in case of late cancellation (less than 24 hours before the day scheduled for the Guest's arrival), the Client shall pay to the Hotel the rate for 100% of the full cost of the scheduled stay.

## **Article 9 - Terms of payment**

Invoices are issued on the basis of the Contract rate (as reflected in the booking confirmation), plus all mandatory fees and charges, applicable taxes and any option fees and charges selected by Client (unless otherwise included in the rate), multiplied by the number of nights in the applicable booking. Invoices are payable in advance, with payment in full to be received by Hotel seven (7) days before the Guest's arrival (for prepayment status), unless otherwise provided in the Special Terms and Conditions. In the event prepayment is not received within the stated time period above, Hotel may, in its sole discretion, request full payment from the Guest upon arrival or cancel the applicable booking.

All payments shall be made in the currency indicated in the Rate Schedule or the applicable Rate Sheet, and payment shall include all charges payable to the Hotel. Negotiable instruments and cheques from countries foreign to the region of the Hotel will not be accepted as means of payment.

If the Client wishes to benefit from billing privileges, it shall provide a guarantee in accordance with the terms and conditions of Article 10 below.

If billing privileges are established, the Client will be required to communicate the necessary information for invoicing included in the Special Terms and Conditions.

In the event of non-payment of an invoice by the contractual due date, late payment interest [and charges] shall be due as specified in the Special Terms and Conditions.

#### **Article 10 - Financial guarantees**

In order to guarantee payment of outstanding amounts due Hotels for accommodations, the Client agrees to set up a guarantee in favor of Hotel as defined below.

##### **• Security Deposit**

The required security deposit amount is the sum indicated in the Special Terms and Conditions. As this guarantee is a substantial and determining condition to Hotel's willingness to enter into this Contract, the Contract will become effective only after Hotel's receipt of the entire amount of the security deposit.

The security deposit shall be paid to the account indicated in the Special Terms and Conditions. This amount, considered legally as a "cash pledge", will remain vested in Hotel should the Client fail to pay the sums due under this Contract (even if the Client should go into receivership).

The security deposit will be used to pay due and unpaid amounts owed by the Client to Hotel. In the absence of payment within five (5) days after the deadline for payment of the applicable invoice has passed, Hotel will have the right to revoke immediately Client's billing privileges and demand pre-payment of all future bookings. Furthermore, Hotel reserves any rights and actions to obtain payment of sums not covered by the security deposit.

This security deposit will be refunded to the Client at the end of the Contract after reconciliation of the accounts between the parties. It is expressly agreed that the security deposit will not bear interest.

##### **Letter of Credit**

If selected, the letter of credit must be established for the amount indicated in the Specific Terms and Conditions.

The terms and conditions applicable to the letter of credit shall be identical to those stipulated for the security deposit. The letter of credit must be in a form, and issued by a financial institution, acceptable to Hotel and shall be for a term equivalent to the Term, plus two (2) months.

As this guarantee is a substantial and determining condition to Hotel's willingness to enter into this Contract, the Contract will become effective only after Hotel's receipt of the required letter of credit.

#### **Article 11 - Conditions relating to accommodation**

##### **• Services other than accommodations - visitor tax**

"Extras" (telephone, laundry, minibar, etc.) and other additional services consumed and/or ordered by a Guest at Hotel's facilities, as well as (except otherwise stipulated in the advised applicable rates) any tourism assessment, must be paid directly by the Guest at the Hotel reception desk upon departure.

In case of non-payment of all or part of the charges for such services by a Guest, the Client will assist Hotel to obtain payment from the Guest.

It is generally Hotel's policy that Guests be required to provide a valid credit card on check-in before signing privileges on incidentals and other additional services will be extended. At check-in, Hotel's front desks will pre-authorize a Guest's credit card for an amount based on the length of the Guest's stay.

##### **• Non-combination of offers and/or promotions**

The rates granted and the vouchers issued by the Client cannot be combined with promotional offers other than those granted by the Client (subject to the limitations in this Contract).

### **- Availability of rooms**

Rooms will be made available to Guests from 4:00pm on the day of arrival. Rooms must be vacated by 12:00pm at the latest on the day of departure and any delay may lead to an additional night being invoiced at the standard published rate.

### **- Relocation**

In the case of an exceptional event or an event that prevents the normal operation of the Hotel's facilities, including natural disasters, renovation of the Hotel, water damage, technical problems, etc., preventing the provision of services to the Guests, the Hotel shall, at its own expense (two nights maximum), relocate Guests to a comparable hotel and provide transportation between the two hotels. Hotel shall not be responsible for any further costs associated with relocation.

### **Article 12 – Children's accommodation policy**

Hotel's accommodation policies for children, subject to availability, are as follows:

Accommodations are free for children 18 years and under sharing parents' room. Inquire when booking.

### **Article 13 – Rules applying to the Hotel stay**

The Client, and where relevant, the Onward Distributors, shall conspicuously disclose to Guests prior to booking the rules set forth in this Article 13 and is responsible for enforcing them.

Guests undertake to not invite any person whose behaviour is likely to expose the Hotel to liability or loss of goodwill or reputation, and Hotel reserves the right to intervene if required.

Guests are liable for all damage caused by them and their invitees and shall, in case of damage to the Hotel's premises, bear the costs for restoration and repair. In no case shall Hotel be held liable for damage of any kind whatsoever, in particular fire or theft, to objects or equipment left by the Guests during the stay.

Guests shall not disturb the Hotel's operations and shall not compromise the safety of Hotel or the persons within it. In addition, if Hotel is 100% non-smoking, as indicated on the premises, this means that smoking in the rooms is forbidden.

Guests must conduct themselves while on the Hotel's premises as a reasonable person. Any behaviour contrary to public decency and public order shall entitle Hotel to ask a Guest to leave the premises without any compensation and/or without any reimbursement if a payment has already been made.

The Client accepts and undertakes to conspicuously disclose all Hotel rules and regulations that Hotel discloses to Client in the Rate Schedule/Rate Sheet or otherwise in writing to Guests prior to booking and to use commercially reasonable efforts to ensure the Guests follow the Hotel's rules and regulations (as per the booking terms and conditions). If a Guest fails to comply with the rules and regulations, Hotel may ask the Guest to leave without any compensation and/or without any reimbursement if a payment has already been made.

If Hotel offers WiFi access (paying or free), allowing Guests to connect to the internet, Client must conspicuously disclose to Guests prior to booking that the technology resources provided by the Hotel must not be used in any way for the purposes of reproduction, performance, provision or communication to the public of works or objects protected by copyright or related rights, such as texts, images, photographs, musical or audiovisual works, software and computer games, without authorisation from the right holders. Guests must comply with the security policy of the Hotel's internet supplier, including the usage regulations of security measures put in place with the aim of preventing illicit use of technology resources and to refrain from any activity infringing on the efficiency of these means.

### **Article 14 – Limitation of Liability**

TO THE EXTENT LEGALLY PERMISSIBLE AND EXCLUDING LIABILITIES ARISING FROM CLIENT'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 15 OR BREACH OF ARTICLES 20 OR 21, NO PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC OR

PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL BE EFFECTIVE EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

This Article 14 will remain in force following expiration or early termination of this Contract.

#### **Article 15 – Indemnification**

Client shall indemnify and hold Hotel, Accor S.A., and their respective parents, subsidiaries, affiliates, officers, directors, employees, agents and representatives (collectively, “**Hotel Indemnitees**”) forever harmless from and against any and all personal injury, property damage, loss, liability or claim of liability, expenses, fines and penalties, including reasonable legal fees (together, “**Claims**”) caused by, arising from or relating to (i) breach of this Agreement by Client, its agents, employees or representatives; (ii) any negligent act, error or omission by Client, any Onward Distributor or their respective agents, employees or representatives; (iii) the infringement, misappropriation or violation of any third party's intellectual property or privacy right by the Client's systems, products or services (or those of any Onward Distributor); (iv) the collection, maintenance, storage or use of Guest information by Client or any Onward Distributor; (v) Client's or any Onward Distributor's failure to comply with applicable laws (vi) Client's or any Onward Distributor's disclosure of rates in violation of this Contract; and (vii) Client's or any Onward Distributor's failure to pay any tax due and owing, including, without limitation, tax due on the difference, if any, between the rate offered by Hotel for accommodations and the amount charged by Client or the Onward Distributor for such accommodations.

Client's indemnification obligations defined in this Article 15 will remain in force following expiration or early termination of this Contract.

#### **Article 16 - Insurance**

The Client undertakes to maintain throughout the Term liability insurance of the type and in the amount consistent with industry practice, which at a minimum, shall include, but not be limited to, Commercial General Liability covering bodily injury and property damage with a combined single limit of not less than \$2,000,000 per occurrence / annual aggregate. Such insurance shall include personal and advertising injury coverage and contractual liability coverage for the performance by Client of its indemnification obligations set forth above. Insurance maintained by Client shall name the Hotel Indemnitees as additional insureds and shall be primary and non-contributory with any insurance maintained by Hotel or the Hotel Indemnitees. Upon request, Client shall deliver to Hotel a certificate of insurance evidencing the above required coverages, terms and conditions.

#### **Article 17 - Claims**

In case of disputes, claims or disagreements concerning an amount invoiced by Hotel, the Client shall pay the non-disputed part without delay and indicate in writing to Hotel, the reason for the dispute and the disputed amount, within eight (8) days as of the invoice date.

All disputes or claims will only be considered if they are delivered by registered mail (return receipt requested) to Hotel (at the address set forth in the Rate Schedule or applicable Rate Sheet) (with a copy to Hotel's Sales Department) within 8 days after the applicable Guest's departure. No claim will be considered by Hotel if notice of the claim is not received within the 8-day period.

#### **Article 18 – Compliance with Laws**

Client represents, warrants and covenants that it shall comply with all country, province, state, regional and local laws, ordinances, regulations, acts or other rules of government applicable to its business, including without limitation, those applicable to (i) consumer protection; (ii) accessibility and use of reservation systems and processes by the disabled; and (iii) advertising laws.

#### **Article 19 - Force Majeure**

Each Party shall be liable in the case of its non-compliance with its Contract's terms, except in case of a force majeure such as, but not limited to, flood, fire, earthquake and other natural phenomena, bad weather, war, civil war, riots, strikes, military action, acts of terrorism, embargos, acts or actions by government entities, interruption of transport, or any other emergency situation that is beyond the control of the Party seeking to

invoke this Article 19 and making it illegal or impossible to supply the distribution services or to occupy the accommodations (as applicable).

It is specified that a failure or interruption of the computer network of the Client shall not be considered as a cause of force majeure, insofar as other booking systems can be used.

If the force majeure case continues uninterrupted for a period of more than 6 months, the Parties shall hold discussions in good faith in order to mitigate the effects of the aforementioned suspension and to agree on the measures to be taken, including, without limitation, possible termination of this Contract, in a fair and reasonable manner.

## **Article 20 – Personal data**

Each Party acknowledges that the booking of stays in Hotels implies the collection and processing of personal data (as defined in EU General Data Protection Regulation (GDPR)) pertaining to Guests (the “Personal Data”).

When Guests book a stay with Hotel, Hotel acts as a Data Controller regarding the Personal Data they provide. This data will be processed in accordance with GDPR and Hotel's data protection charter available at <https://www.accorhotels.com/security-certificate/index.en.shtml>.

Client remains a data controller for the processing of its users' personal data for travel services purposes.

Each Party warrants to collect, process and store Personal Data (and Client shall ensure that its Onward Distributors collect, process and store Personal Data) in compliance with GDPR. To this end:

- In accordance with Art. 15 GDPR, each Party warrants that it provides the data subjects with all requested information regarding the processing of Personal Data;
- In accordance with Art. 30 GDPR, each Party undertakes to maintain a record of processing activities under its responsibility;
- In accordance with Art. 13, 14, 16, 17 and 21 GDPR, each Party recognizes that the data subjects have a right to access, rectify, erase or object to his/her use of Personal Data. Where it deems necessary, each Party undertakes to communicate to the other any request it may directly receive from a relevant data subject exercising his/her above mentioned right relating to him/her and which makes express reference to the other Party;
- In accordance with Art. 5 (1e) GDPR, each Party undertakes not to keep Personal Data in a form that permits identification of data subjects for any longer than is necessary for the purposes for which the data was collected or for which they are further processed; and
- In accordance with Art. 32 GDPR, each Party shall implement and maintain appropriate environmental, safety and facility procedures, data security and back-up procedures and other administrative, technical, and physical safeguards, to protect the security, confidentiality and integrity of Personal Data and to prevent the misuse and wrongful disclosure thereof. These measures shall be designed to:
  - protect against the destruction, loss, unauthorized access or alteration of Personal Data and other sensitive data provided hereunder;
  - inform each Party's employees authorized to access Personal Data of their obligation to maintain the security thereof.

Notwithstanding anything to the contrary in this Contract, information given by Guests directly to Hotel will be the sole property of Hotel or its operator and nothing in this Contract will be deemed or construed to restrict the use of such information.

## **Article 21 – Confidential information**

**"Confidential Information"** means all non-public information provided by Hotel or a Hotel, on the one hand, or Client on the other (the **"Disclosing Party"**) to the other (the **"Receiving Party"**) or to which the other has

access in connection with this Contract, including such information that is identified as confidential or that the Receiving Party should have reasonably known was confidential. Confidential Information includes, without limitation, the terms of this Contract, information relating to business plans and strategies; organization and operations; sales, marketing, financial, insurance, membership and other practices, processes, methods, data, and results; product and service costs, prices and rates. Confidential Information does not include information which (a) is already known by the Receiving Party prior to its disclosure to the Receiving Party by the Disclosing Party; (b) becomes or is generally available to the public other than as a result of a wrongful act by the Receiving Party or its representatives; (c) becomes available to the Receiving Party from a source other than the Disclosing Party, provided that the Receiving Party has no reason to know that such source was or is bound by a confidentiality obligation to the Disclosing Party; (d) is developed by the Receiving Party without incorporating or referring to the Confidential Information of the Disclosing Party; or (e) is approved for release by prior written authorization of the Disclosing Party but only with regard to and in compliance with such authorization. Each party acknowledges that the Confidential Information of the Disclosing Party is valuable, secret and confidential and will remain the sole and exclusive property of the Disclosing Party. Receiving Party will take protect the other's Confidential Information with at least the same level of care as it protects its own and, in any case, with no less than a reasonable standard of care in an effort to prevent its unauthorized use or disclosure. The Receiving Party will not use or copy the Confidential Information of the other party, except to the extent necessary to perform its obligations under this Contract, and will disclose such Confidential Information only to those employees, contractors or agents necessary to perform its obligations under this Agreement and/or to its legal or financial consultants under a duty of confidentiality at least as stringent as that set forth herein. Receiving Party will be as liable for the unauthorized use or disclosure of the Disclosing Party's Confidential Information by any third-party to whom it discloses such Confidential Information as it would be for its own breach of this Article. It will not be a violation of this Article if a Receiving Party discloses the other's Confidential Information to the extent required by applicable laws, including a subpoena issued by a court of competent jurisdiction; provided, however, that the Receiving Party will provide the Disclosing Party with written notice of the compelled disclosure sufficiently in advance to permit the Disclosing Party to limit or contest it or seek a protective order, unless prohibited by applicable laws. Upon termination of this Contract, the Receiving Party will immediately deliver to the Disclosing Party all materials in its possession or under its control containing the Disclosing Party's Confidential Information.

This obligation of confidentiality defined in this Article 21 will remain in force for three years following expiration or early termination of this Contract.

#### **Article 22 – Assignment**

This Contract is specific to the Client and Client may not assign any of its rights and obligations under this Contract to any physical person or legal entity without the prior written consent of Hotel.

Hotel may assign its rights and obligations under this Contract to any legal entity without the prior written consent of the Client.

## **ACCEPTANCE**

In order to confirm the arrangements set forth herein, this Agreement should be received by the Hotel no later than **January 31, 2021**, in order to guarantee this Agreement. After the Travel Company has had an opportunity to review and approve this Agreement, please sign and return the additional enclosed copy directly to:

**Accor Management Canada Inc., Agent, for 299 Burrard Management Hotel and Residential LP  
DBA Fairmont Pacific Rim**

Melody Duvenage, Director, Tour & Travel  
1038 Canada Place Way  
Vancouver, BC  
V6C 0B9

Direct: (604) 691-1860

Email: [melody.duvenage@fairmont.com](mailto:melody.duvenage@fairmont.com)

Sincerely,



NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

On behalf of  
Fairmont Pacific Rim

SIGNATURE: \_\_\_\_\_

Name: Melody Duvenage  
Title: Director, Tour & Travel  
Date: January 13, 2021

DATE: \_\_\_\_\_

Written acceptance constitutes a binding agreement between **BC Golf Guide.com Inc** and the Hotel; therefore, this document must be signed by a representative authorized to commit such arrangements on behalf of **BC Golf Guide.com Inc**



## APPENDIX 1: RATE SCHEDULE

### ROOM RATES

	Room Category		Single	Double	Triple	Quad
May 01 - October 31, 2021	Fairmont Room	EP	\$626.00	\$626.00	\$676.00	\$726.00
	Deluxe City View Room	EP	\$656.00	\$656.00	n/a	n/a
	Deluxe Partial Harbor View Room	EP	\$676.00	\$676.00	n/a	n/a
	Deluxe Pool View Room	EP	\$726.00	\$726.00	n/a	n/a
	Signature Harbor Mountain View Room	EP	\$726.00	\$726.00	n/a	n/a
	Stanley Park View Suite	EP	\$1,076.00	\$1,076.00	\$1,126.00	n/a
	Coal Harbor Corner Suite	EP	\$1,176.00	\$1,176.00	\$1,226.00	n/a
	Pool View Suite	EP	\$1,176.00	\$1,176.00	\$1,226.00	n/a
	Fairmont Gold City View Room		\$796.00	\$796.00	n/a	n/a
	Fairmont Gold Harbor Mountain View Room		\$876.00	\$876.00	n/a	n/a
	Fairmont Gold Owner's Suite		\$1,826.00	\$1,826.00	n/a	n/a
	Fairmont Gold Corner Suite		\$3,626.00	\$3,626.00	\$3,696.00	n/a
Nov 1, 2021 - April 30, 2022	Fairmont Room	EP	\$404.00	\$404.00	\$454.00	\$504.00
	Deluxe City View Room	EP	\$434.00	\$434.00	n/a	n/a
	Deluxe Partial Harbor View Room	EP	\$454.00	\$454.00	n/a	n/a
	Deluxe Pool View Room	EP	\$474.00	\$474.00	n/a	n/a
	Signature Harbor Mountain View Room	EP	\$474.00	\$474.00	n/a	n/a
	Stanley Park View Suite	EP	\$754.00	\$754.00	\$804.00	n/a
	Coal Harbor Corner Suite	EP	\$854.00	\$854.00	\$904.00	n/a
	Pool View Suite	EP	\$854.00	\$854.00	\$904.00	n/a
	Fairmont Gold City View Room		\$524.00	\$524.00	n/a	n/a
	Fairmont Gold Harbor Mountain View Room		\$604.00	\$604.00	n/a	n/a
	Fairmont Gold Owner's Suite		\$1,104.00	\$1,104.00	n/a	n/a
	Fairmont Gold Corner Suite		\$1,904.00	\$1,904.00	\$1,974.00	n/a

#### NOTES:

- \* All tax structures and percentages are subject to change without notice.
- \* All room rates are subject to 11% Hotel Tax + 5% GST.
- \* All room rates are subject to 1.5% Destination Marketing Fee.
- \* Rates are net, non-commissionable and in Canadian Dollars.
- \* Rates are based on room only.
- \* Triple/Quad bookings in Fairmont category applies to Queen/Queen room
- \* Triple/Quad occupancy rate is +\$50.00 per additional adult for guestrooms & Suites / +\$70.00 per additional adult for Fairmont Gold Corner Suite\* Complimentary stay for children 18 & under when sharing a room with a parent

**APPENDIX 2:  
TAXES, FEES AND MEAL PLANS**

**MEAL PLAN CHARGES – Botanist Restaurant**

Dates	Type/Description of Plan	Fees and Charges		
		Meal	Service Charge (%)	GST (%)
May 1, 2021 – April 30, 2022	Plated Breakfast - Adult	\$21.00	18	5
	Plated Breakfast – Child Age 6-12	\$21.00	18	5

With prior notification, breakfast can be arranged for all FIT and Tour guests. All requests for meals should be made in writing to the Reservations office. Gratuities and taxes are subject to change.

Hotel Reservation E-mail: [vpr.reservations@fairmont.com](mailto:vpr.reservations@fairmont.com)

**PORTERAGE**

Porterage charges have been established at \$7.50 per bag, round trip plus 11% Hotel Tax and 5% GST. Taxes are subject to change without notice.

\_\_\_\_\_ YES      \_\_\_\_\_ DECLINE

**Tour Group Porterage** - Charges have been established at \$7.50 per bag, round trip plus 11% Hotel Tax and 5% GST and is a mandatory service for Tour Groups. Taxes are subject to change without notice.

**ROOMS**

**The hotel will guarantee the contracted room category; however specific bed configuration cannot be guaranteed.** Single, double, and triple (or quad if applicable per Hotel) occupancy are subject to restrictions and based on availability. The following room types can accommodate:

Fairmont Room:

Maximum of 4 adults or 2 adults and 2 children in a Queen/Queen Room

Maximum of 2 adults in a King Room

Deluxe City View, Deluxe Partial Harbor View, Deluxe Pool View, Signature Harbor Mountain View, Fairmont Gold City View, Fairmont Gold Harbor Mountain View & Fairmont Gold Owner's Suite:

Maximum of 2 adults or 1 adult and 1 child

Stanley Park View Suite, Coal Harbor Corner Suite & Pool View Suite:

Maximum of 3 adults, 2 adult and 1 child or 1 adult and 2 children

**FAMILY PLAN**

Children 18 years old and under may stay at no extra charge in their parents' room (excluding meals) in room categories accommodating more than 2 persons. Where two rooms are required to accommodate a family, the single occupancy rate will be charged for each room (plus meals and service charges where applicable). Complimentary meals and gratuities will be offered to children 5 years old and under.

**CHECK-IN / CHECK-OUT TIME**

Check-in: 4:00pm

Check-out: 12:00pm

Should a guest plan to arrive at the Hotel prior to applicable check-in time, Travel Company shall include this information on the rooming list or at the time of booking. Every effort will be made to accommodate early arrivals based on availability; however room type cannot be guaranteed.

**APPENDIX 3:  
LOCAL TERMS & CONDITIONS**

**CANCELLATION POLICY**

**BOOKINGS, CANCELLATIONS AND AMENDMENTS:**

FIT Reservations (7 or less rooms) may be made, as applicable, directly through the Hotel reservations office, via the electronic mail address set forth below. As the Rates are based on this Agreement, they will not be quoted at the time of reservation to the Hotel.

Fairmont Pacific Rim In-House Reservations  
Contact: Reservation Team  
Email: [ypr.reservations@fairmont.com](mailto:ypr.reservations@fairmont.com)  
Tel: (1) 604-695-5300 (ask for in-house Reservations)

**Tour Group requests** (8 or more rooms) - Tour Group requests may be made directly through the Hotel sales office.

Fairmont Pacific Rim Sales Office  
Contact: Melody Duvenage, Director of Tour & Travel  
Email: [melody.duvenage@fairmont.com](mailto:melody.duvenage@fairmont.com)  
Tel: 604-691-1860

**FIT CANCELLATIONS**

FIT cancellation at 72 hours or less prior to arrival

- Condition: One night's full room and tax charges.

No Show reservations

- Condition: 100% of the full cost of the scheduled stay.

**GROUP CANCELLATIONS**

If Travel Company intends to cancel all guaranteed reservations for the group/tour and rebook at another hotel or resort property (i.e. Travel Company will still offer the tour despite cancelling all guaranteed reservations), Travel Company shall immediately provide Hotel written notice of such intent, and, in any case, no less than 45 days prior to arrival, and shall negotiate in good faith with Hotel regarding such cancellation, including permitting the Hotel an opportunity to meet or exceed any offers by the proposed alternate hotel or resort property.

Provided Travel Company has met its obligations in this Section and cancels all guaranteed reservations, the cancellation fees set forth below will be assessed if all guaranteed reservations are cancelled. If Travel Company has not met its obligations set forth in this Section and cancels all guaranteed reservations while still offering the tour, Hotel reserves the right to seek any and all remedies (including damages) available to it in lieu of or in addition to the cancellation fees set forth below:

**GROUP CANCELLATION:**

Group cancellation at 30 -15 days prior:

- Condition: 50% of the room charges for the full stay.
- Group cancellation within 14 days prior:
- Condition: 100% of the room charges for the full stay.

**GROUP ATTRITION:**

Group decreases from original space reported: 30-15 days:

- Condition: 50% of the room charges based on the decrease for full stay.
- Group decreases from original space reported within 14 days:
- Condition: 100% of the room charges on the decrease for the full stay.

Cancellation must be sent in writing to the Hotel's reservations office at:  
Hotel Reservation E-mail: [vpr.reservations@fairmont.com](mailto:vpr.reservations@fairmont.com)

### **COMPLIMENTARY ROOM POLICY**

For groups utilizing a minimum of 15 paying rooms per night, the 16<sup>th</sup> room will be provided on a complimentary basis for a **maximum** of one room complimentary per property. (Please note meals are not complimentary). Where on occasion it becomes necessary, complimentary room rates will be given to Tour Directors who are required to share accommodation or stay at an alternate property. Should this occur, it is possible that there will be little or no notice upon arrival at the Hotel/s.

### **ROOMING LIST**

**FIT Rooming List** - Reservations must be guaranteed in writing. Rooming list is required 14 days prior to Travel Company's clients' scheduled arrival date.

**Tour Group Rooming List** - We require a Group tour status report, advising room requirements 30 days prior to arrival. The final rooming list is required no later than 14 days prior to arrival, and should include the name of the Tour Director. Lists not received or any rooms held without names by this time will result in the loss of space held for that booking.

A complete itinerary of the tour schedule including hotels arrival times should accompany the final rooming list. This will enable us to contact the escort should the need arise.

Rooming list must contain the name of client, arrival and departure dates of client, room category, package name / promotion / meal plan (if applicable), and name of Hotel.

**APPENDIX 4:**  
**FREESELL\***

Date Range	Room Category	Room Block	Cut-off	Cancellation
May 1, 2021 – October 31, 2021	Fairmont Room Signature Harbour Mountain View Room	FREESELL*	10 Days	72 Hours
November 1, 2021 – April 30, 2022	Fairmont Room Signature Harbour Mountain View Room	FREESELL*	7 Days	

Reservations for all other room categories will be accepted from the Travel Company on a space available basis only.

**\* Should the hotel advise a stop-sell date, FREESELL will cease immediately in the affected room category(s). All existing reservations must be reported within 48 hours.**

## **APPENDIX 5**

### **PROMOTIONS**

**PARTICIPATING HOTEL:** Fairmont Pacific Rim

**PROMOTION NAME:** Summer 2021 Special FIT Rate

**BOOKING WINDOW:** December 1, 2020 - February 28, 2021

**TRAVEL WINDOW:** May 1 – October 31, 2021

**PROMOTION BLACKOUT DATES:** as contracted / stop sell dates

**ADDITIONAL NOTES OR RESTRICTIONS:**

\* Must be confirmed to hotel by February 28, 2021

\*\*Special Rates as follows:

Fairmont Pacific Rim: **40.2%** off contracted rates (from \$374 for a Fairmont room)

\* Contract applies and bookings are into free sell / allotment

\* Applicable to new bookings only

\* In order to be eligible for the offer, bookings must be identified as "Summer 2021 Special FIT Rate"

**\* Is not combinable with any other Fairmont offers**

**PARTICIPATING HOTEL:** Fairmont Pacific Rim

**PROMOTION NAME:** May June September Promo - 25% off

**TRAVEL WINDOW:** May 1 – June 30, 2021 and September 1- 30, 2021

**BOOKING WINDOW:** March 1 - May 31, 2021

**PROMOTION BLACKOUT DATES:** As per contract – Blackout dates/ current stop sells apply

**ADDITIONAL NOTES OR RESTRICTIONS:**

\* Promo must be confirmed to hotel prior to May 31, 2021

\* Offer is applicable to FIT bookings for 25% off contracted net rates

\* Reservation requests must be clearly labeled with "**May June September Promo - 25% off**" in order to be eligible for the promotion

\* Contract applies and bookings are into allotment with any above block requests on space available basis

\* Discount is applicable to all guestroom categories listed in room rates, including contracted Suites and Fairmont Gold rooms and Fairmont Gold Suites \*\* EXCEPTION: specialty suites

\* Offer is subject to change and other conditions may apply

\* Applicable to new FIT bookings

\* Offer is NOT combinable with any other promotions or Fairmont offers

\* Value Add non-exclusive

**PARTICIPATING HOTEL:** Fairmont Pacific Rim

**PROMOTION NAME:** July August Promo - 10% off

**TRAVEL WINDOW:** July 1 - August 31, 2021

**BOOKING WINDOW:** March 1 - May 31, 2021

**PROMOTION BLACKOUT DATES:** As per contract – Blackout dates/ current stop sells apply

**ADDITIONAL NOTES OR RESTRICTIONS:**

\* Promo must be confirmed to hotel prior to May 31, 2021

\* Offer is applicable to FIT bookings for 10% off contracted net rates

\* Reservation requests must be clearly labeled with "**July August Promo - 10% off**" in order to be eligible for the promotion

\* Contract applies and bookings are into allotment with any above block requests on space available basis

\* Discount is applicable to all guestroom categories listed in room rates, including contracted Suites and Fairmont Gold Suites \*\* EXCEPTION: Fairmont Gold rooms and specialty suites

\* Offer is subject to change and other conditions may apply

\* Applicable to new FIT bookings

\* Offer is NOT combinable with any other promotions or Fairmont offers

\* Value Add non-exclusive

**PARTICIPATING HOTEL:** Fairmont Pacific Rim

**PROMOTION NAME:** October Promo - 35% off

**TRAVEL WINDOW:** October 1 - 31, 2021

**BOOKING WINDOW:** March 1 - August 31, 2021

**PROMOTION BLACKOUT DATES:** As per contract – Blackout dates/ current stop sells apply

**ADDITIONAL NOTES OR RESTRICTIONS:**

\* Promo must be confirmed to hotel prior to August 31, 2021

\* Offer is applicable to FIT bookings for 35% off contracted net rates

- \* Reservation requests must be clearly labeled with "**October Promo - 35% off**" in order to be eligible for the promotion
- \* Contract applies and bookings are into allotment with any above block requests on space available basis
- \* Discount is applicable to all guestroom categories listed in room rates, including contracted Suites and Fairmont Gold rooms and Fairmont Gold Suites \*\* EXCEPTION: specialty suites
- \* Offer is subject to change and other conditions may apply
- \* Applicable to new FIT bookings
- \* Offer is NOT combinable with any other promotions or Fairmont offers
- \* Value Add non-exclusive

**PARTICIPATING HOTEL:** Fairmont Pacific Rim

**PROMOTION NAME:** Winter Promo - 20% off

**TRAVEL WINDOW:** November 1, 2021 - April 30, 2022

**BOOKING WINDOW:** Now to November 30, 2021

**PROMOTION BLACKOUT DATES:** As per contract – Blackout dates/ current stop sells apply

**ADDITIONAL NOTES OR RESTRICTIONS:**

- \* Promo must be confirmed to hotel prior to November 30, 2021
- \* Offer is applicable to FIT bookings for 20% off contracted net rates
- \* Reservation requests must be clearly labeled with "**Winter Promo - 20% off**" in order to be eligible for the promotion
- \* Contract applies and bookings are into allotment with any above block requests on space available basis
- \* Discount is applicable to all guestroom categories listed in room rates, including contracted Suites and Fairmont Gold rooms and Fairmont Gold Suites \*\* EXCEPTION: specialty suites
- \* Offer is subject to change and other conditions may apply
- \* Applicable to new FIT bookings
- \* Offer is NOT combinable with any other promotions or Fairmont offers
- \* Value Add non-exclusive

**APPENDIX 6**  
**GUEST ROOM CATEGORY DESCRIPTIONS**

**FAIRMONT ROOM**

Fairmont rooms showcase views of the historic and financial districts of Vancouver Surrounded by the dramatic architecture of the city skyline; these elegantly appointed rooms offer modern contemporary décor and luxurious oversized marble spa bathrooms. These spacious 400 square foot guestrooms provide either one King or two Queen sized beds.

**DELUXE CITY VIEW**

Deluxe City View Rooms have expansive city skylines which can include historical Gastown or Coal Harbor Financial District. Elegantly appointed with a modern contemporary décor, these spacious 400 square foot guestrooms feature luxurious oversized marble spa bathrooms, one King sized bed or two queen size beds.

**DELUXE PARTIAL HARBOR VIEW**

Seaplanes and sailboats are some of the "traffic" that can be seen from these rooms. Elegantly appointed with a modern contemporary décor, these spacious 400 square foot guestrooms feature luxurious oversized marble spa bathrooms, one King sized bed or two queen size beds.

**DELUXE POOL VIEW**

Deluxe Pool View rooms feature exclusive private patios or balconies and some with outdoor fireplaces, overlooking the hotel's signature pool terrace, cabanas and palm trees. Elegantly appointed with modern contemporary décor, these spacious 400 square foot guestrooms offer a King sized bed or two queen size beds, and a luxurious oversized marble spa bathroom.

**SIGNATURE HARBOR MOUNTAIN VIEW**

The Signature Harbor Mountain View rooms boast panoramic views of Vancouver's breathtaking Coal Harbour, Stanley Park and snow-capped North Shore Mountains. Elegantly appointed with a modern contemporary décor and luxurious oversized marble spa bathrooms, these spacious 400 square foot guestrooms offer either one King or two Queen sized beds.

**STANLEY PARK VIEW SUITE**

Located on the South West corner of the hotel, these suites offer the best of both Stanley Park and Coal Harbor views. Elegantly appointed with modern contemporary décor and luxurious oversized marble spa bathrooms with a spa shower/ luxurious deep-soaker jetted tub combination, these spacious 800 square foot corner suites offer a King sized bed, double sofa-bed and second bathroom.

**COAL HARBOR CORNER SUITE**

These unique one bedroom suites feature private patios, showcasing views of the bustling port of Coal Harbor and Stanley Park. Elegantly appointed with a modern contemporary décor and luxurious oversized marble spa bathrooms, these spacious 950 square feet corner suites offer a King sized bed, separate living area with a double sofa-bed and second bathroom.

**POOL VIEW SUITE**

One of a kind in Vancouver, these unique one bedroom suites feature private patios with outdoor fireplaces, showcasing views of the property's signature pool terrace, complete with cabanas and palm trees. Elegantly appointed with a modern contemporary décor and luxurious oversized marble spa bathrooms, these spacious 950 square foot suites also offer a spacious wet bar, second bathroom, King bed and double sofa-bed.

**FAIRMONT GOLD CITY VIEW**

Located on the 20th and 21st floors, Fairmont Gold provides "the lux life" complete with private check-in, exclusive concierge & butler service, a signature lounge featuring daily complimentary breakfast, evening canapés, and a private terrace overlooking Coal Harbour, Stanley Park and the snow-capped North Shore Mountains. Guestroom décor is rich, elegant and luxurious, complete with oversized marble spa bathrooms – perfect for pampering and relaxation. Featuring spectacular city skyline views, these spacious 400 square foot guestrooms offer one King sized bed or two Queen beds.



**FAIRMONT GOLD HARBOR MOUNTAIN VIEW**

Located on the 20th and 21st floors, Fairmont Gold provides “the lux life” complete with private check-in, exclusive concierge & butler service, a signature common lounge featuring daily complimentary breakfast, evening canapés, and a private terrace overlooking Coal Harbour, Stanley Park and the snow-capped North Shore Mountains. Guestroom décor is rich, elegant and luxurious, complete with oversized marble spa bathrooms – perfect for pampering and relaxation. These spacious 400 square foot guestrooms offer one King sized bed.

**FAIRMONT GOLD CORNER SUITE**

Fairmont Gold provides “the lux life” complete with private check-in, exclusive concierge & butler service, a signature lounge featuring daily complimentary breakfast, evening canapés, and a private terrace overlooking Coal Harbour, Stanley Park and the snow-capped North Shore Mountains. Guestroom décor is rich, elegant and luxurious, complete with oversized marble spa bathrooms – perfect for pampering and relaxation. Located on the 12th to 21st floors, these oversized corner suites feature breathtaking impressive views. With 1200 square feet of spacious elegance, complete with private patio, two full bathrooms, King size bed and double sofa-bed, these suites are the epitome of luxury.

**Guestrooms ~ Common Amenities**

All hotel rooms at Fairmont Pacific Rim offer the following amenities:

- In-room iPad2 devices equipped with Interactive Customer Experience technology
- iPads with PressReader app allowing access to over 3,000 newspapers and magazines
- Stearns & Foster luxury beds featuring luxurious linens
- Oversized bath towels
- Lavish terry bathrobes
- Twice daily housekeeping services including evening refresh service
- Expansive, spacious marble bathrooms with either deep soaker tub, jetted tub and/or luxurious spa shower
- LCD TV in all bathrooms with BOSE sound system
- State-of-the-art technology including wired and wireless high speed internet access with media panel
- Bed-side touch panel which controls guestroom contour lighting, temperature, drapes & entertainment
- 42" flat screen HDTV with in-room Pay-Movies/Games and Video Check-Out
- State-of-the-art surround sound
- Alarm clocks with iPod connectivity
- Telephones with speaker phone, DID (Direct Inward Dialling) and voice mail
- In room business amenities; computer data port, large working desk, halogen desk lamp & media connectivity kit
- In room safe
- Fully stocked refrigerated private bar with snacks and sundries
- Amenities by Le Labo, New York
- Nespresso coffee maker & tea kettle
- 24hr In Room Dining Services
- Air conditioning & heating available year round
- Hairdryer
- Opening Windows
- Iron/ironing board
- Umbrella, uniquely designed for Fairmont Pacific Rim

**Amenities on Request**

The following amenities may be available in selected Vancouver hotel rooms. Please indicate the request in your on-line reservation, or ask one of our reservation agents.

- Adjoining rooms
- Crib
- Juliette balcony
- Patio
- Sofa-bed
- Wet Bar
- Children amenities (please contact concierge to arrange)
- Pet amenities (please contact concierge to arrange)

### **Fairmont Gold ~ Common Amenities**

All Fairmont Gold guestrooms at Fairmont Pacific Rim offer the following amenities:

- iPad 2 devices in all guestrooms featuring Interactive Customer Experience technology
- iPads with PressReader app allowing access to over 3,000 newspapers and magazines
- Stearns & Foster Luxury Beds
- Luxurious linens and oversized bath towels
- Lavish terry Majestic bathrobes & slippers
- Twice Daily Housekeeping Services including Evening Refresh Service with amenity
- Expansive, spacious marble bathrooms with either deep soaker tubs and/or luxurious spa shower
- LCD TV's in all bathrooms with BOSE sound system
- State-of-the art technology including wired and wireless high speed internet access with media panel
- Touch panel which controls guestroom contour lighting, temperature, drapes & entertainment
- 42" flat screen HDTV with in-room Pay-Movies/Games and Video Check-Out
- State of the Art Surround Sound
- 20 HD Channels, plus 6 Music stations in addition to standard television channels
- Alarm clocks with iPod connectivity
- Telephones with speaker phone, DID and voice mail
- In room business amenities; computer data port, large working desk, halogen desk lamp & media connectivity kit
- In room safe
- Fully stocked refrigerated private bar with snacks and sundries
- Amenities by Sangera de Fruta
- Nespresso Coffee Maker & Tea kettle
- 24hr In Room Dining Services
- Air Conditioning & Heating available year round
- Hair dryer
- Windows which open
- Iron/Ironing Board
- Umbrella, uniquely designed for Fairmont Pacific Rim

### **Amenities on Request**

The following amenities may be available in selected guest rooms and are on request basis only.

- Adjoining rooms
- Crib
- Rollaway bed
- Juliette balcony
- Patio
- Sofa-bed
- Children Amenities (please contact Fairmont Gold Concierge to arrange)
- Pet Amenities (please contact Fairmont Gold Concierge to arrange)
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