



Kempinski Hotel
Bristol

BERLIN

WHOLESALE TOUROPERATOR LISTING AGREEMENT

This agreement is valid between:

Contracting-partner	World Avenues SA	Nordinvestition Hotel-Betriebs und Verwaltungsgesellschaft mbH
		Kempinski Hotel Bristol Berlin
Street	14, Rue Ferrier	Kurfürstendamm 27
City	CH-1202 Geneva	10719 Berlin
Country		Germany
Contact	Tarek Elbialy Contracting Manager	Stefan von Schlotheim Director of Sales & Marketing
Following called	TOUR OPERATOR	HOTEL

1. The TOUR OPERATOR is a Travel Agent with a variety of travel and related services, including locating and booking hotel rooms. The TOUR OPERATOR will include the HOTEL in its portfolio and will seek to locate customers to book rooms at the HOTEL. These services are without cost to the HOTEL. The TOUR OPERATOR charges its customers for its services. The HOTEL shall provide information concerning the HOTEL and photographs of contracted rooms for use on its websites and other materials.
2. **RATES:** The following rates are net-non-commissionable. The currency is EURO. The HOTEL will be available to TOUR OPERATOR for its customers at below rates, which are confidential and referred to here as the "Room Rates." Room rates include VAT (currently 7% for rooms and 19% for Food & Beverage and all other services provided by the HOTEL) and service charges. In case the German Government increases the VAT, the HOTEL is entitled to amend the rates accordingly.

Stefan von Schlotheim
Kurfürstendamm 27
10719 Berlin Germany
www.kempinski.com

T: +49 30 8843 4733
F: +49 30 8843 4878
stefan.schlotheim@kempinski.com

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TOUR OPERATOR – Net Room Rates

SAISONAL RATES 2017 UNTIL 31. March 2018:

(valid from 01.01.2017 until 31.03.2018, Rates are per room and per night, **including** City Tax)

	Low Saison		High Saison		Fair A		Fair B	
2017-2018	01.01.2017 - 13.04.2017 17.04.2017 - 30.04.2017 25.06.2017 - 27.08.2017 29.10.2017 - 30.11.2017 03.12.2017 - 07.12.2017 10.12.2017 - 14.12.2017 17.12.2017 - 28.12.2017 01.01.2018 - 29.03.2018		14.04.2017 - 16.04.2017 01.05.2017 - 24.06.2017 28.08.2017 - 28.10.2017 01.12.2017 - 02.12.2017 08.12.2017 - 09.12.2017 15.12.2017 - 16.12.2017 29.12.2017 - 31.12.2017 30.03.2018 - 31.03.2018		07.02.2017 - 10.02.2017 07.03.2017 - 09.03.2017 31.08.2017 - 06.09.2017 06.02.2018 - 08.02.2018 06.03.2018 - 08.03.2018		10.03.2017 - 11.03.2017 26.05.2017 - 27.05.2017 22.09.2017 - 24.09.2017 30.12.2017 - 31.12.2017 09.03.2018 - 10.03.2018	
<u>Roomtyp</u>	Single	Double	Single	Double	Single	Double	Single	Double
Classic	115,75 €	132,69 €	147,63 €	164,56 €	276,19 €	300,56 €	223,06 €	247,44 €
<u>Superior</u>	137,00 €	152,88 €	168,88 €	184,75 €	297,44 €	332,44 €	244,31 €	268,69 €
<u>Extrabed</u>	66,15 including breakfast (only possible in the Superior Category, upon request and subject to availability)							

- As of 01.01.2014 a city tax has been introduced in Berlin that applies for all non-business related bookings. The City Tax also applies for no-show fees. The City Tax of appr. 5% will be calculated based on the costumers net travel price (incl. your estimated 25% mark-up) and is further subject to VAT. The City Tax is included in the room rate and **cannot be refunded by the hotel**. With this contract TOUR OPERATOR has obligated itself to pass on information regarding the City Tax to its partners and to clearly state this on the guests' vouchers. Guests may receive only a confirmation of payment on request for own reimbursement to the State of Berlin.
- FREE SALE:** The HOTEL agrees to commit **booking on free sale basis** per room per night for booking by TOUR OPERATOR. The free sale will be managed by the hotel and is up to availability.

During fair dates the free sale is not available!

Contact Hotel:

Stefanie Thiele / Director of Revenue
Tel: +49 30 8843 4672
Stefanie.thiele@kempinski.com

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Kurfürstendamm 27
10719 Berlin Germany
www.kempinski.com

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F: +49 30 8843 4878
stefan.schlotheim@kempinski.com

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Please fill out

Contact for Stop Sale:

stopsales@world-avenues.ch

5. The lavish breakfast buffet is inclusive in the room rate (EUR 18,00 pp). The room service breakfast will be charged separately.
6. Children:

0 – 3 years	free of charge in a baby cot/crib
4 – 6 years	free of charge in an extra bed
7 – 12 years	free of charge in an extra bed plus EUR 14,00 for breakfast
from 13 years	EUR 66,15 in an extra bed including breakfast
7. Extra-bed: An Extra-bed is only available in the Superior category, upon request and subject to availability.
8. Cancellation policy:

LOW Season:	until 6 pm 1 day prior to arrival. In case of “No-Show” or late cancellation the hotel will charge 100% of the first night
HIGH Season:	until 6 pm 5 days prior arrival. In case of “No-Show” or late cancellation the hotel will charge 100% of the first night
FAIR A:	until 6 pm 30 days prior to arrival. In case of “No-Show” or late cancellation the hotel will charge 90% of the total amount of the stay
FAIR B:	until 6 pm 14 days prior to arrival. In case of “No-Show” or late cancellation the hotel will charge 90% of the total amount of the stay
9. Check in: from 3:00 pm / Check out: until 12:00 noon
10. The TOUR OPERATOR is obligated to resell room rates to its customers either as a package in combination with other services or with a recommended mark-up of minimum 25 %.
11. Voucher payment: In order to accept voucher payment, the HOTEL requires either full pre-payment that should reach us at the latest one week prior to the guest's arrival or a credit card guarantee has to be provided.



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Please complete the details of your credit card:

Credit Card institute:	Master Card
Card Holder:	GABRIELLA KHALIL – NAGY
Credit Card number:	5582 6530 2062 5027
Validity:	EXP 06 / 18

Credit Card for Guarantee only and not to be charged

Please send a signed and legible copy of both sides of the credit card as well as a voucher sample to our attention

12. The HOTEL shall forward the invoice to TOUR OPERATOR for the Room Rates to above address after check out, and the TOUR OPERATOR shall promptly forward the payment for the stay to the HOTEL within 14 days of invoice.

Please complete the details of your accounts payable department:

Contact person accounting:	Mr. Samer Yacoub
Telephone number accounting:	+41 225481211
Email address accounting:	accounts@world-avenues.ch

13. The TOUR OPERATOR will pay the bill for accommodation including breakfast. Upon checkout the guests must pay personal expenses like telephone, mini bar, etc.
14. The HOTEL agrees to keep Room Rates confidential. If the HOTEL inadvertently charges the guest directly, the HOTEL shall immediately refund the amount charged to the guest and bill TOUR OPERATOR for the Room Rates. The TOUR OPERATOR guarantees all payments.
15. The TOUR OPERATOR shall book reservations by: Tel: +49-30-8843 4704 Fax: +49-30-8843 4805
Email: Reservations.Bristol@Kempinski.com
16. Groups: From 10 rooms, group reservations need to be negotiated separately with the HOTEL group reservations department: Tel.: +49-30-8843 4888, Fax: +49-30-8843 4878, Email: Meetings.Bristol@kempinski.com
17. The TOUR OPERATOR may feature the HOTEL on all marketing tools at no cost to Hotel.
18. All reservations booked by the TOUR OPERATOR will be confirmed to the client upon booking and the HOTEL agrees to provide confirmation numbers within 48 hours of booking.

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19. Fairs & Events: During the following dates only Fair & Event rates will apply.

Fair	from	until	Level	Length of Stay
Fruit Logistica	07.02.2017	10.02.2017	A	2 nights
ITB	07.03.2017	09.03.2017	A	2 nights
ITB	10.03.2017	11.03.2017	B	1 night
DFB Finale	26.05.2017	27.05.2017	B	2 nights
IFA	31.08.2017	06.09.2017	A	2 nights
Berlin Marathon	22.09.2017	24.09.2017	B	2 nights
Silvester	30.12.2017	31.12.2017	B	2 nights
Fruit Logistica	06.02.2018	08.02.2018	A	2 nights
ITB	06.03.2018	08.03.2018	A	2 nights
ITB	09.03.2018	10.03.2018	B	1 night

20. **This Agreement is valid FROM 01 JANUARY 2017 UNTIL 31 MARCH 2018 and may not be cancelled or modified except by a written agreement signed by both parties.**

21. The HOTEL has the right to cease this agreement within a term of four weeks before the end of each month in case of a change of the management contract during the contracting period.

22. The TOUR OPERATOR warrants and represents to the Hotel that:

22.1 No Sale Sites

Definition:

No Sale websites means sites which Kempinski deem compromise the reputation of Kempinski and do not sell rooms in compliance with the standards which Kempinski expects to protect and promote the Kempinski brand of luxury hotels. Kempinski only determines this classification, and can do so without agreement.

Clause:

22.1.2 Distributor shall not distribute the Participating Hotels offered in this Agreement to third parties who directly distribute such Participating Hotels, unless packaged, on consumer facing booking engines, on the No Sale Sites contained in Schedule 3, which may change from time to time.

22.1.3 Distributor acknowledges that the prohibition from placing rooms on No Sale Sites is global company policy, and that Kempinski makes its best endeavours to ensure the policy applies to all agents.



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22.2 Negative Key Word Bidding

22.2.1 Distributor shall not carry out nor (where applicable) shall it allow any of its Affiliates to carry out:

22.2.2 any form of internet search engine marketing, that seeks to promote websites by increasing their visibility in search engine results pages and/ or refers to the word

“Kempinski” or any Participating Hotel name (in whole or in part) or any trade name or trade mark which belongs to Kempinski or its Affiliates or any variation of such words or names save where prior written consent is given by Kempinski but provided that such consent may be revoked at any time.

22.2.3 Distributor shall not, nor shall it allow its Affiliates, to perform keyword bidding on web search engines using the brand name “Kempinski” or any of the Participating Hotel’s brand name (in whole or in part) or any trade name or trademark which belongs to Kempinski or its Affiliates or any variations of such names, without the prior written approval of Kempinski.

22.2.4 Distributor shall not, nor (where applicable) shall it allow its Affiliates to, carry out any form of URL domain grabbing which incorporates the word “Kempinski” or any Participating Hotel name (in whole or in part) or any trade name or trade mark which belongs to Kempinski or its Affiliates or any variation of such words or names.

22.3 Recommended Rates

22.3.1 Distributor will be the merchant, therefore, customers will pay Distributor or travel agents for the Rate on the Sites before commencing their stays at a Participating Hotel, and Distributor shall remit the Rate to the applicable Participating Hotel. However, Distributor is recommended not to sell the packaged rooms at rates below the Rate displayed on <http://www.kempinski.com>. Distributor warrants that its Affiliates adhere to this Clause, in conjunction with clauses 22.1.2

22.3.2 Participating Hotels and Distributor shall agree on the net, non-commissionable static contract rate (“Contract Rate”) from time to time depending on the individual hotel policies, room availability and seasons the Parties agree that the recommended rate for the sale of rooms at each Participating Hotel is 25 % above the Contract Rate. This is applicable to the Distributor’s Affiliates, agents and/or other third party contractors. Should an Affiliate or an agent or a third party contractor appear to act contrarily to Kempinski’s commercial interests and/or brand, Kempinski reserves the right to request the Distributor for the removal of Participating Hotels from the respective party’s website. Distributor warrants that it shall not distribute the Contract Rate in contravention of clause 22.1.2.

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22.3.3 If appropriate, Participating Hotels in their sole discretion, may agree on override payments with Distributor during the Term of this Agreement.

22.3.4 Participating Hotels can raise and lower rates, increase, decrease or close inventory and reduce or increase length of release in line with market demand.

23. This agreement is made and entered into in Berlin, Germany. The German law applies. This agreement is subject to our general terms and conditions from 1st March 2003. The above-mentioned conditions are valid upon receipt of your original signed contract. Alterations require written form. If any part of this agreement is voided, all other parts shall remain in effect. This constitutes the entire agreement between the **TOUR OPERATOR** and the **HOTEL**.

“TOUR OPERATOR”

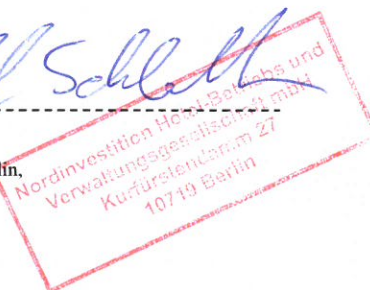
“HOTEL”

☒ World Avenues Switzerland
Name: Tarek Elbialy
Title: Contracting Manager
Date: 26.11.2017



Name: _____
Title: _____
Date: _____

Berlin,



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Kurfürstendamm 27
10719 Berlin Germany
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