

## Tour Operator Agreement

between Dolder Hotel AG  
Kurhausstrasse 65  
8032 Zürich  
Switzerland as «Hotel»

and World Avenues SA  
14 Rue Ferrier  
1202 Geneve  
Switzerland as «Partner»

Represented by Tarek Elbially

Dolder Hotel AG («Hotel») offers World Avenues SA («Partner») net FIT Wholesaler Rates («Tour Operator Rates») at the **Dolder Grand**.

This agreement is valid from 1 April 2018 until 31 March 2019.

Partner rates in this agreement are based on the goodwill of the Partner to promote the Hotel to his best ability and the Partner is required to realise a minimum of 100 room nights in a period.

Commission payment outside of the contracted net rates are as follows:

- 10% commission will be granted on online Seasonal offers and Packages
- 20% commission will be granted on Suites and Top Suites bookings

The attached FIT Wholesaler Rate Sheet, as well as General Terms and Conditions of Business (GTCB) are an integral part of this agreement.

**The partner** agrees to the following with respect to the Dolder Hotel AG - Supplied Rates:

- The partner** will make best efforts to ensure that all guest reservations with respect to Unpackaged Rooms (whether made by you or your Agents) are made at rates that are at least equal to the Best Available Rate for such Hotel Rooms at the time of sale to such Hotel guest, and you will not knowingly permit reservations to be made that do not comply with this standard.
- Within 24 hours of receiving notice from **Hotel** that you are responsible for guest reservations that do not comply with these Terms and Conditions, you will take corrective action to ensure that no further non-compliant reservations are made.
- The partner** will **not** offer, or permit others to offer, rates for consumer reservations for Unpackaged Rooms through

The Dolder Grand \*\*\*\*\*  
The City Resort of Zurich  
since 1899

Kurhausstrasse 65  
8032 Zürich  
Switzerland  
Tel +41 44 456 60 00  
info@thedoldergrand.com  
www.thedoldergrand.com

A brand of Dolder Hotel AG



SWISS DELUXE HOTELS



THE LEADING HOTELS  
OF THE WORLD

the Internet, nor will you permit rates associated with un-packaged rooms to be disclosed on any Internet site and public Distribution Platforms.

4. **The partner** will ensure that Program Rates are not disclosed to the Hotel guest or anyone else.
5. If **The partner** makes Program Rates available to your Agents, you will ensure compliance by both you and such Agents with (a) all applicable laws; and (b) these Terms and Conditions.
6. **The partner** will **not** advertise that you have the "lowest prices available" (or make any similar claim) with respect to any Hotel's inventory.
7. With respect to each paid hotel guest stay that results from your use of Program Rates, you agree that your retention of the Program Fee will be the sole compensation to which you will be entitled with respect to such stay.
8. **The partner** agrees that Dolder Hotel AG may change these Terms and Conditions at any time with or without notice to you, and may, with or without cause.
9. Contracts will be subject to seasonal reviews and Dolder Hotel AG reserve the right not to re contract rates where production has fallen below the above mentioned anticipated level.
10. Rates outside of allotment are subject to availability. Black-outs, restrictions, special event policies and minimum stays may apply.
11. A group is defined as 10 (ten) or more fully paid rooms. The enclosed rates are applicable to individual reservations only.
12. Reservations must reach Dolder Hotel AG within the specified release period from day of arrival. Reservations outside of this are not guaranteed
13. Use of 'freesale' is only applicable once all allotment has been filled. Freesale must not be used when allotment is available.
14. **The partner** agrees to meet with Dolder Hotel AG twice a year for a review.
15. Rates are confidential and must not be published or disclosed to any third party without the written consent of Dolder Hotel AG.
16. CREDIT PROCEDURE/PAYMENT

Unless credit privileges have been extended to you, full prepayment is required 72 hours prior to arrival of clients. Prepayment should be sent directly to the attention of our Reservations Department in the form of bank transfer or credit card by PaybyLink, at the following address:

*Dolder Hotel AG  
Kurhausstrasse 65  
8032 Zürich  
Switzerland*

All invoices sent to the client are payable within 30 days of invoice date. Late payment may terminate this agreement and will result in the clients paying for their stay upon departure. Please note, individuals are responsible for incidental charges.

Any credit granted to the customer shall be at the hotel's discretion. Dolder Hotel AG may withdraw credit facilities at any time and with immediate effect if the Client does not adhere to credit terms or if the hotel reasonably believes the Client's credit worthiness is detrimentally altered or effected.

### **FIT RESERVATIONS**

Reservations may be made direct with the Dolder Grand Reservations Department via email at: [reservations@thedoldergrand.com](mailto:reservations@thedoldergrand.com) or +41 44 456 60 09

Reservations will be confirmed subject to availability.

### **CANCELLATION POLICY**

Any room confirmed by your company will be your responsibility unless you cancel 3 days prior to 3.00 PM (local Time) on day of arrival. After this date, any cancellations will result in a cancellation charge of room and tax for one night.

### **BROCHURE**

The client must ensure that information included in any brochure or marketing material is accurate and updated as maybe appropriate from time to time.

The material must be approved by Dolder Hotel AG prior to publication and the client shall indemnify the hotel in respect of any claims arising there from.

The client shall provide Dolder Hotel AG with package/programme information and a copy of any brochure or marketing literature produced featuring the hotel as soon as it becomes available.

The client shall provide Dolder Hotel AG any future brochure deadlines upon return of signing the contract.

### **MARKETING ACTIVITY AGREEMENT**

These contracted FIT rates are valid only when used with a wholesale or tour program for which a brochure is produced.

- **The partner** agrees that online and print exposure will commence from contract signing.
- **The partner** agrees to send an e-flyer a minimum of 4 times a year to all travel agents with hotel updates/promotions.
- For all agreed marketing activity, the Dolder Grand will provide **The partner** with relevant images/information, and a copy of any such e-flyer or online exposure will be made available to the hotel prior to this material going live.

Once the signed agreement has been returned, all arrangements outlined in this agreement are confirmed. Please sign and return to my attention and please keep a copy for your records.

Dolder Hotel AG and **The partner** have agreed to and have executed this agreement by their authorized representatives as of the dates indicated below:

For Partner

For Hotel

World Avenues S,A

City, Date

Zurich, 29.8.2017

5.09.2017

Amira ElBatal

Tarek Elbatal  
Contracting Manager

Amos Huber  
Senior Sales Manager

Anna Roost  
Director of Sales



A handwritten signature in blue ink, appearing to read "A. Huber", written over the printed name of Amos Huber.

A handwritten signature in blue ink, appearing to read "A. Roost", written over the printed name of Anna Roost.