

ACCORD DE COLLABORATION 2019/2020



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Article 1 - TARIFS

HÔTEL ASTON LA SCALA ****

12 Avenue Felix Faure

06 000 Nice

Contact : Claire Embriaco

 rs@3ahotels.com
 Tél : 04.97.20.25.22

 Réservation :
 aston@3ahotels.com
 Tél : 04.97.20.25.24

	LOW SEASON				MIDDLE SEASON			HIGH SEASON		
Rates 2019/2020	Low season	PROMOTION -20%	PROMOTION -10%	PROMOTION -10%	Middle season	PROMOTION -10%	PROMOTION -10%	High Season	PROMOTION -15%	PROMOTION -15%
Net rates VAT included, in €	01/11/19 - 31/03/20	01/11/18	- 27/02/19		01/04/20 - 31/05/20	01/04/20 - 07/05/20	17/05/20 - 28/05/20	01/06/20 - 19/09/20	01/06/20- 09/07/2020	12/07/2020 - 19/09/2020
·	18/10/20 - 31/10/20				20/09/20 - 17/10/20	27/09/20 - 11/10/20				
Per night / Per room		Until 14 days prior arrival	From 13 days to arrival date	01/03/20 - 31/03/20		, . , . , . , . , . , . , . , . , . , .	Until 90 days prior arrival			Until 90 days prior arrival
Buffet breakfasts served at the restaurant included		Ontil 14 days prior arrival	From 15 days to arrival date				Office 90 days prior arrival			Ontil 90 days prior arrival
restadiant incided										
										7-18-24-25-31 Juillet // -15-21-22 Aout
Room Aston city view									I	
Single / double	80,91 € HT	64,73 € HT	72,82 € HT	72,82 € HT	136,36 € HT	122,73 € HT	122,73 € HT	180,91 € HT	153,77 € HT	153,77 € HT
(3 people max)	89,00 € TTC	71,20 € TTC	80,10 € TTC	80,10 € TTC	150,00 € TTC	135,00 € TTC	135,00 € TTC	199,00 € TTC	169,15 € TTC	169,15 € TTC
Room Must vue parc							-			
Single / double	104,55 € HT	83,64 € HT	94,09 € HT	94,09 € HT	177,27 € HT	159,55 € HT	159,55 € HT	235,45 € HT	200,14 € HT	200,14 € HT
(3 people max)	115,00 € TTC	92,00 € TTC	103,50 € TTC	103,50 € TTC	195,00 € TTC	175,50 € TTC	175,50 € TTC	259,00 € TTC	220,15 € TTC	220,15 € TTC
Room Deluxe parc view	407.07.01	404.00.011	444.55.01.5	****	202.00.01	100 10 011	100 10 0117	262.00.01.00	222 72 217	000 700 0117
Single / double (2 people max)	127,27 € HT	101,82 € HT	114,55 € HT	114,55 € HT	209,09 € HT	188,18 € HT	188,18 € HT	269,09 € HT	228,73 € HT	228,73 € HT
Junior Suite	140,00 € TTC	112,00 € TTC	126,00 € TTC	126,00 € TTC	230,00 € TTC	207,00 € TTC	207,00 € TTC	296,00 € TTC	251,60 € TTC	251,60 € TTC
Single / double	145.45 € HT	116,36 € HT	130.91 € HT	130.91 € HT	271.82 € HT	244.64 € HT	244.64 € HT	336,36 € HT	285.91 € HT	285.91 € HT
(3 people max)	145,45 € HT 160.00 € TTC	116,36 € H1 128.00 € TTC	130,91 € H1 144.00 € TTC	130,91 € H1 144.00 € TTC	2/1,82 € HT 299.00 € TTC	244,64 € H1 269,10 € TTC	244,64 € H1 269,10 € TTC	336,36 € H1 370.00 € TTC	285,91 € HT 314,50 € TTC	285,91 € H1 314.50 € TTC
(орограния)	100,00 0 110	120,00 0 110	244,00 0 110	244,000 0 110		-	203,10 € 11€	370,00 0 1 1 0	324,30 € 116	324,50 0 110
	1				OTHER INFORMATION	l € per day per person				
CITY TAX						y Government or City by-law				
					Any promotion mentioned	d in this contract may be stop a	at any time.			
OFFERS						formed by mail of any request				
					THE PROMOTIONS A	ARE NOT VALID ON THE FAIR D	DATES			
ROOF TOP SWIMMING POOL OF THE										
HOTEL FROM JUNE TO SEPTEMBER		Free access exclusively reserved to hotel guests. Upon events and weather conditions								
2020										
Partnership Private beach Beau		Package at 20€ per per son per day (including mattress & beach towel), to be confirm for 2020 season								
Rivage From May to					Upon availab	oility and weather conditions				
september										
CHILD from 0 to 11 years old included		Child free on room & breakfast basis sharing 2 adults room - category Aston, Must and Junior Suite It is mandatory to mention number of persons and childs'age at time of reservation.								
Supplement 3rd person with buffet								tes		
breakfast		+ 60 € per room and per day including VAT taxes / 54,54 € without VAT taxes - Applicable on "normal" and "promotional" rates No discount applicable on the supplement								
Half Board										
3 courses without drinks		25 € per person and per meal except December 24th-25th & 31st, February 14th- Easter - 14th July - 15th August ther dates will be comunicate later if necessary								
Continental breakfast		Served in room - 8€ per person and per day								
Small Pets		On request, after confirmation from the hotel, 18 € per day, food not included								
						10% of VAT included (TTC)				
				The VAT rate is s	subject to change in case of a	government decision and may	involve a modification of rates			

Above mentioned rates are valid up to 5 rooms. For more rooms, it will be considered as a group reservation and group conditions will apply.

IMPORTANTE NOTICE :

All guests arrival which do not correspond to the number of guest on the initial reservation will be denied.

In case of room type difference between the confirmation received by the hotel and the guest voucher, room type allocated to guests will be room type confirmed by this contract signatory. The allotement has to be booked before the free sale



Article 2 - VALIDITY

The contract is effective once Hotel Aston La Scala receives the two original samples signed by the agency and the hotel. Rates mentionned are valid from 01.11.2019 to 31.10.2020. This contract cancels and replaces all preceding contract. Contracts are renegociated every year and are not subject to tacit renewal.

Article 3 - RESERVATIONS

Reservations have to be done directly with the hotel.

Article 4 - ALLOTEMENTS

PERIODE	NOMBRE ET TYPE DE CHAMBRE	DELAI DE RETROCESSION	
LOW SEASON	FREE SALE limited at 2 rooms per category	D-1	
MIDDLE SEASON	FREE SALE limited at 2 rooms per category	D-7	
HIGH SEASON	FREE SALE limited at 2 rooms per category	D-10	
Fair dates	ON REQUEST	ON REQUEST	

In case of the hotel would give an allotment of rooms to its partners, it must ensure reservation of at least 50% of this allotement during the first six month of validity of contract.

If this is not the case, the hotel reserves the right to review the allotment granted during the contract period

Allotment have to be imperatively sold before free sale. In case of request of stop sales, allotment and free sale have to be closed

In case of cancellation of a reservation after sending a stop sale the agency cannot resell without prior authorization from the hotel.

Article 5 - VOUCHER

They must be delivered to the reception desk. No photocopies of youchers will be accepted.

The agency is fully responsible for the use of vouchers issued on behalf of ASTON LA SCALA

In any case, the Aston la Scala will not be held responsible for any dispute relative to the indicated rate on voucher.

Article 6 - PAIEMENT CONDITIONS

A credit card will be required to guarantee all bookings pending payment

The hotel will send the invoice with a copy of the voucher to the agency. The agency will pay the hotel directly to 30 days from date of issue of invoice.

Bank charges are the responsibility of the agency.

Any service not mentioned on the voucher will be set up by the customer (telephone, meals, mini bar, laundry and beach. ...).

In case of non-payment or late payment of more than 45 days of the invoice, the agency will owe late penalties: The Banque de France raise of 5 % per month

Conformément à l'article 121-II de la loi n°2012-387 du 22 mars 2012, une indemnité forfaitaire pour frais de recouvrement est due au créancier en cas de retard de paiement.

Pursuant to Article 121-II of Law No. 2012-387 - 22 March 2012, lump sum for recovery costs is due to the creditor in case of late payment. Compensation is set at 40€ by the Decree No. 2012-1115 - October 2, 2012

Article 7 - BANKS DETAILS



SOCIETE GENERALE

RELEVE D'IDENTITE BANCAIRE

TITULAIRE DU COMPTE

HOTEL ASTON LA SCALA SAS 10 RUE DENFERT ROCHEREAU 92100 BOULOGNE BILLANCOURT

DOMICILIATION: NICE ENTREPRISES (00950)

Banque Guichet

00950 00020031500 30003

Identification Internationale (IBAN)

IBAN FR76 3000 3009 5000 0200 3150 062

Identification internationale de la Banque (BIC)

SOGEFRPP

Article 8 - PROMOTION

The agency is committed to promoting the hotel. All elements relating to the promotion of the hotel will be subject to the approval of the hotel before publication.

This contract will be signed and returned by the hotel to the agency upon receipt and acceptance of said contract by the hotel.

The hotel reserves the right to launch a promotion of direct sales in the event of large supplies.

Distribution Channels: The hotel must be informed of all channels of distribution used without prior consent of the hotel. No change or addition of support will not be accepted.

Promotions and special offers are not cumulatives.

Article 9 - CHANNEL MANAGER CONNECTION

In case of direct connection request via the channel manager, any setup / connection fees will be charged to the agency.

Article 10 - RATES & RESALE

RATES

These special Tour Operator rates are:

- Net of all commission
- Exclusively valid throughout the validity of this contract excluding close out date
- Only applicable to the number of rooms on allotment and categories specified on the grid of Tour Operator rates appended to the contract.
- For any requests on room categories that are not specified on this grid, a commission of 10% will be granted on public rate

RESALE

These special Tour Operator rates are exclusively intended for « business to business » use.

Consequently, these net Tour Operator rates must be used in the context of a re-sale with a professional in the tourist industry (such as a travel agency), necessarily implying the application of respective and successive financial margins and cannot be seen by the end-consumer on Internet.

It is planned between the parts, and the signatory commits to it formally and expressly, that all the effective sales by the signatory via internet must be made with a minimal additional margin of 20 % with compared to the rate you benefits In case of the non-respectof this measure, imperative for the hotel because of the necessity to control as its rate as its image, the signatory will be obliged, as damage and interests, of a sum already fixed at ten times the difference between the rate which should have been applied to the minimum and the rate which should have been applied to the minimum and the rate which should have been applied to the minimum and the rate which should have been applied to the minimum and the rate which should have been applied to the minimum and the rate which should have been applied to the minimum and the rate which should have been applied to the minimum and the rate which should have been applied to the minimum and the rate which should have been applied to the minimum and the rate which should have been applied to the minimum and the rate which should have been applied to the minimum and the rate which should have been applied to the minimum and the rate which should have been applied to the minimum and the rate which should have been applied below 30 % by it Signatory, multiplied by the number of overnight stays.

This decision is of automatic application
Besides, this (negligenc) of the signatory in its contractual obligationscan entail, according to the hotel, the immediate resiliation and without any compensation nor advance notice of the present contract.

The signatory of this contract must be an intermediary on the professional tourism industry and therefore cannot use these rates as part of a re-sale to a website publishing prices visible to end-consumer. In case of non respect of the rule & discovery of any publication available on web site, HOTEL reserves the right not to honour the reservations concerned and to claim a refund equal to the rate per night sold X 10.

In case of non-respect of this clause, the hotel also reserves the right to end this present contract with immediate effect, by means of a Registered Letter with Request for Acknowledgement of Receipt.

Article 11 - CANCELLATIONS / NO SHOW / ANTICIPATED DEPARTURE

Cancellations

Low Spacon

Cancellations have to be done directly with the Hotel at least 24 hours prior arrival.

Tests will be made regularly by the hotel to the several websites involved.

In case of cancellation less than 24 hours prior arrival, the Hotel Aston la Scala will charge the equilavent of 1 night to the agency.

(From 4 pm. local time & D-1)

Cancellations have to be done directly with the Hotel at least 72 hours prior arrival.

In case of cancellation less than 72 hours prior arrival, the Hotel Aston la Scala will charge the equilavent of 1 night to the agency.

(From 4 pm, local time & D-3)

High Season

Cancellations have to be done directly with the Hotel at least 7 days prior arrival

In case of cancellation less than 7 days prior arrival, the Hotel Aston Ia Scala will charge the equivalent of 50% of stay to the agency.

(From 4 pm, local time & D-7)

Cancellation Fair Dates

Cancellations must be done directly with the hotel at the lateast 30 days prior the client arrival.

In case of cancellation before 30 days prior the client arrival date, the notel BEAU RIVAGE will charge the equivalent of the entire stay to the agency

In case of No swhow or early departure, the hotel Aston la Scala will charge the equivalent of the entire stay to the agency.

(From 4 pm, local time & D-30)

No-snow

There is no-show when the client does not show up at the hotel and that the cancellation conditions above are not respected.

In case of no-show

Hotel Aston la Scala will charge the equivalent of 1 night to the agency in low season.

Hotel Aston la Scala will charge the equivalent of 1 night to the agency in mid season.

Hotel Aston la Scala will charge the equivalent of the entire stay to the agency in high season.

Anticipated departure

when the client or the agency changes the length of stay less than 24 hours prior arrival or during guest stay.

In this case the Hotel ASTON LA SCALA will charge 50 % of the remaining nights to the agency.

Article 12 - PROCEDURES LEGALES

De convention expresse entre les parties, toutes les contestations relatives à l'exécution / l'interprétation du présent contrat, les tribunaux de Paris sont seuls compétants et seule la loi Française sera appliquable. Tout litige doit être déclaré par écrit directement à l'hôtel dans les 21 jours suivants la date du séjour.

Article 13 - EARLY TERMINATION

In case of default by one or the other party of any of its contractual obligations, this contract will be automatically terminated after notice by registered letter with acknowledgment of receipt was unsuccessful during a period 8 days. Current reservations will be canceled as a result.











DATES SALONS	CONGRES / EVENEMENTS	SUPPLEMENT SALON PAR
		CHAMBRE PAR NUIT
1st and 2nd November 2019 included	Marathon	non
From the 4th to the 6th November 2019 included	SPIN	non
From the 24 to the 28th November 2019 included	GIRO	non
From 27th to 29th December 2019 included	NYE	+20 €
30 and 31st December 2019	NYE	+50 €
1st January 2020	NYE	non
From 29th to 31st January 2020 included	ORL	+30 €
From the 1st to the 6th February 2020	Rynoplastie	non
From the 14 to the 15th February 2020 included	Carnival week end	+20 €
From the 21 to the 22nd February 2020 included	Carnival week end	+20 €
From the 28 to the 29th February 2020 included	Carnival week end	+20 €
From the 6 to the 8th March 2020 included	Paris-Nice	non
From the 10 to the 12th March 2020 included	МІРІМ	+20 €
From the 2nd to the 4th April 2020 included	AMWC	non
From the 10 to the 12nd April 2020 included	EASTER	non
From the 25 to the 29th April 2020 included	ECIO	non
1st and 2nd May 2020	1st May	non
From the 8 to the 9th May 2020 included	Grand Prix Historique	non
From the 29 to the 31st May 2020 included	Pentecôte	+30 €
From the 4 to the 6th June 2020 included	Nice Shoulder course	non
From the 14 to the 20th June 2020 included	ISPRS	non
From the 26 to the 28th June 2020 included	Tour De France	+100 €
To be confirmed	IRONMAN	+30 €
From the 09 to the 11th September 2020 included	ESMINT	non
From the 15 to the 17th September 2020 included	SIMCORP	non
From the 17 to the 10th October 2020 included	EVER	+20 €
From the 12 to the 17th October 2020 included	IAEA	non
	PCI	
From the 20 to the 22nd October 2020 included		+20 €

DATES FERMEES	CONGRES EVENEMENTS
From 07th to 09th November 2019 included	Intern
From the 22 to the 24th May 2020 included	Monaco racing

All dates inclusives / Allotement not valid on these dates fair or closed dates $% \left(1\right) =\left(1\right) \left(1\right) \left$

BEWARE: at the contract signing date, all events and dates have not been communicated to us. If necessary an updated calendar will be send to you in order to adapt the rates and allotments. In case of refusal of closure of allotment in addition to the above dates the hotel reserves the right to interrupt this contract and to cut connectivity if one is in place

