



### **SPECIAL OFFER**

PERIOD	FROM	ТО	Discount applied on FIT rates B&B	
Low Season	November 1st 2017	December 27 <sup>th</sup> 2017		
	January 1st 2018	January 17th 2018		
	January 26th 2018	February 12 <sup>th</sup> 2018		
	February 16th 2018	February 26 <sup>th</sup> 2018	15 % OFF Available for all room and suite categorie	
	March 7 <sup>th</sup> 2018	April 30 <sup>th</sup> 2018		
	July 16 <sup>th</sup> 2018	August 31st 2018		
	October 28th 2018	October 31st 2018		

### **HOTEL REPRESENTATIVE:**

# TOUR OPERATOR / AGENCY (legal name):

NAME	:	Sandra EVRARD	TOUR OPERATOR REPRESENTATIVE
TITLE	1	Room Reservations & Revenue Supervisor	NAME:
- Jetephone: 014 XA.S., Siret-n-128	0.7640 m.Cop	ri - 75008 Paris 0 76 - 2x - 01 40 76 40 00 0 6 18 - 1 100 7 25 000 - 1 100 7	TITLE:



# ADDITIONAL INFORMATION

Reservation Contact:
T:+33 (0) 1 53 89 21 21
E: reservations@hotel-lancaster.fr

Supplement Triple B&B	145 Euros/night		
Free Cancellation	D-3 (low season) D-7 (medium season) D-14 (during high season)		
Late cancellation/No show	1 night penalty		
Maximum stay	5 nights		
Children Policy	Free 0 - 12 years old		
City tax	3,3 €/day/pers		
May accompany 2 accomp	Classic room		
Max occupancy 2 persons	Deluxe room		
	Executive room		
Max occupancy 3 persons	All Suites		
	Classic + Deluxe		
	Classic + Exe		
Connecting rooms	Deluxe + Deluxe		
-	Deluxe + Exe		
	Exe + Exe		
	Deluxe Suite + Classic room		
"2 bedrooms Suite"	Deluxe Suite + Ch. Deluxe		
&	Exe Suite + Exe room		
"3 bedrooms Suite"	Marlène Suite + Exe room + Exe Suite		
Room configuration max: 4 c	onnecting rooms (on request)		



# HIGH SEASON RATES B&B

From December 28th to December 31st 2017
From January 18th, to January 25th 2018
From February 27th, to March 6th 2018
From May 22nd, to July 15th 2018
Form September 1st, to October 27th 2018

	Bedding	Max. occupancy	Rate	Triple
Classic room	Queen	2	461 €	n/a
Deluxe room	King or twin	2	498 €	n/a
Executive room	King or twin	3	536 €	681 €
Deluxe Suite	King or twin	3	648 €	793 €
Executive Suite	King or twin	3	798 €	943 €
Suite Marlene	King	3	1 136 €	1373 €
Dietrich	_			

Rates are mentioned per room per night

# Black out dates:

From January 18th to January 25th 2018 From March 2nd to March 6th 2018 From May 22nd to June 15th 2018 From July 1st to July 6th 2018 From September 25th to October 4th 2018

From October 21st to October 25th 2018



### RATES:

Contract valid from: November, 1st 2017 to October, 31st 2018

### LOW SEASON RATES B&B

From November, 1st to December, 27th 2017
From January, 1st to January 17th 2018
From January 26th to February, 12th 2018
From February 16th to February 26th 2018
From March 7th, to April 30th 2018
From July 16th, to August 31st 2018
From October 28th, to October 31st 2018

	Bedding	Max. occupancy	Rate	Triple
Classic room	Queen	2	326 €	n/a
Deluxe room	King or twin	2	363 €	n/a
Executive room	King or twin	3	401 €	546 €
Deluxe Suite	King or twin	3	513€	658 €
Executive Suite	King or twin	3	663 €	808 €
Suite Marlene	King	3	1 001 €	1146 €
Dietrich	, and the second			

Rates are mentioned per room per night

# MEDIUM SEASON RATES B&B

From February 13th to February, 15th 2018 From May, 1st to May, 21st 2018

	Bedding	Max. occupancy	Rate	Triple
Classic room	Queen	2	356 €	n/a
Deluxe room	King or twin	2	393 €	n/a
Executive room	King or twin	3	431 €	576 €
Deluxe Suite	King or twin	3	543 €	688 €
Executive Suite	King or twin	3	693 €	838 €
Suite Marlene Dietrich	King	3	1 031 €	1 176 €

Rates are mentioned per room per night



notify TOUR OPERATOR; (b) immediately locate and reserve an equivalent HOTEL room of at least equal value and transfer TOUR OPERATOR's customer to such room; (c) deliver a written apology to TOUR OPERATOR's customer, including an explanation of the situation which absolves TOUR OPERATOR of responsibility for such inconvenience.

- 10. Check-in/Check-out. Check-in/out times may be affected by transportation schedules. In the event of a delay, all rooms are to be held on a guaranteed basis on scheduled arrival day and only into the second day of the reserved stay for late night delayed arrivals Arrival/departure times will be indicated on the rooming list. HOTEL will use its best efforts to have HOTEL Rooms available at time of arrival at the HOTEL. If the traveller's departure is scheduled after published check-out times, HOTEL shall provide complimentary luggage storage.
- 11. Complaints. It is agreed that the HOTEL will endeavour to deal promptly and efficiently with any complaints made by the TOUR OPERATOR's clients, directly to the HOTEL during their stay, in respect of any aspect of the services provided by the HOTEL. No claims for refunds or reductions shall be entertained by the HOTEL unless such claims are based upon complaints which are lodged with the management during the client's stay in the HOTEL.
- **12**. **Payment**. The payment is to be made by VCC (virtual Credit Card) upon check out of the client. The city tax has to be paid by the guest directly at the hotel upon departure. The Paris City tax is subject to increase without prior notice, the hotel is not responsible and will not assume the increase.
- **13. Confidentiality**. Each party must keep confidential all terms and conditions of its relationship with the other party. Under no circumstances should the terms of this Agreement be disclosed by either party to TOUR OPERATOR's customers.
- **14. Non-Exclusive Arrangement**. HOTEL is not required to work with TOUR OPERATOR exclusively with respect to the subject matter of this Agreement.
- **15. Compliance with Law**. TOUR OPERATOR shall, at its own expense, comply with all applicable national, federal, provincial, state, county and local laws, ordinances, regulations and codes in its performance of this Agreement. TOUR OPERATOR is registered where required and will file and pay all such taxes that may arise as a result of guests' payment to TOUR OPERATOR.
- **16. Assignment.** Any assignment or transfer of this Agreement by TOUR OPERATOR, in whole or in part, or of any interest herein, without HOTEL's prior written consent shall be void.
- 17. Amendments. This Agreement may not be amended except by a writing executed by authorized representatives of each party.
- **18. Governing Law.** This Program shall be governed by and construed in accordance with French law. In the event of a dispute, and prior to filing any litigation, the parties agree to discuss in good faith the possible utilization of alternative dispute resolution procedures, including, but not limited to, non-binding mediation.



The parties indicate the following addresses for the purpose of notices:

For HOTEL LANCASTER SAS: 7, rue de Berri – Champs-Elysées – 75008 Paris - France

To the attention of Mrs. Virginie Buffet - General Manager

Fax number: +33 1 40 76 40 00 / E-mail v.buffet@hotel-lancaster.fr

For WORLD AVENUES: 14, rue Ferrier, CH-1202, Geneva, Switzerland

Tél.: + 41 202 27296770 · Fax: + 41 202 27296771 E-mail: contracting1@world-avenues.ch

To the attention of Mrs. Mariam Hesham, Contracting Agent

HOTEL reserves the right to terminate this agreement immediately on written notification should TOUR OPERATOR:

- a. misuse any trademark or services of the HOTEL or misrepresent the HOTEL in any manner that may cause damage to the image of the HOTEL;
- b. act in a manner that provides the HOTEL with a reasonable basis to believe that the TOUR OPERATOR cannot or will not perform its financial obligations in a timely manner;
- c. act in a manner, including but not limited to the booking of groups, which reflects materially and unfavourably upon the goodwill of the brand, or the operation and reputation of the HOTEL.
- d. breach any of the provisions of this Agreement.
- **4. HOTEL Rooms and Rates.** TOUR OPERATOR shall have a non-exclusive, limited, revocable, worldwide right to market, advertise and sell reservations for rooms at HOTEL ("HOTEL Rooms") in accordance with the terms of this Agreement. HOTEL agrees to make such HOTEL Rooms available to TOUR OPERATOR at the rates as set forth page 5 & 6, attached hereto and incorporated herein by reference. Rates shall be quoted in Euros unless otherwise indicated along with applicable exchange rate. All rates quoted are per room and per night and include current VAT tax as noted in Exhibit A. TOUR OPERATOR shall be responsible for payment of any tax increases. Split season reservations, arriving within different seasons as noted in Exhibit A, B and C, will be charged per day according to the rates in Exhibit A.
- **5. Room Type and Occupancy.** The maximum number of persons to a room is three (3), in bedding as advertised. Should a rollaway bed be required, an additional supplement per bed of 120€ per night will apply. Complimentary child cots are supplied, until 12 years old upon availability.
- **6. Reservations.** All reservations must be made <u>mentioning type of rate or name of offer</u> in writing by e-mail to: <u>reservations@hotellancaster.fr</u> HOTEL's check-in time is 03.00 PM and check-out time is 12.00 AM.
- 7. Sell & Report. TOUR OPERATOR shall be permitted to sell an unlimited number of HOTEL Rooms until notified by HOTEL to stop selling at particular date(s) / time(s). Upon stop-sell notification, TOUR OPERATOR shall provide a recap of all reservations made prior to such notification within 6 hours after the HOTEL sent the stop-sell notification. HOTEL is required to honour all of such reservations. HOTEL shall notify TOUR OPERATOR when and if HOTEL elects to re-open dates for which TOUR OPERATOR was previously notified to stop selling reservations, and TOUR OPERATOR shall be entitled to continue selling reservations for such date(s). TOUR OPERATOR shall report to HOTEL such HOTEL Room reservations as sold on the next business date following the booking. Change and/or cancellation to a reservation should be communicated to the HOTEL always according to the cancellation policy below.
- **8. Cancellations and No Shows**. All cancellations of confirmed reservations not received by HOTEL at least 3 days in low season, 7 days in medium seasons and 14 days in high season are considered as a late cancellation. Late cancellation or no show will lead to a penalty of the first night's room and tax and TOUR OPERATOR will be billed and shall pay HOTEL accordingly.
- 9. Room Guarantees. All rooms are to be held on a guaranteed basis. HOTEL agrees to honour all reservations made under the terms of this agreement. In the event HOTEL must relocate a TOUR OPERATOR customer, HOTEL will, at HOTEL's expense: (a) immediately



# HOTEL LANCASTER · CONTRACT HOTEL - TOUR OPERATOR

This agreement (the "Agreement"), effective 01/11/2017, ("Effective Date"), is entered into between:

#### Of the one part,

**HOTEL LANCASTER SAS**, registered as a commercial company under ID 428 239 628 R.C.S. Paris in the name and on behalf of Mr. Pierre ESNEE, President of Société de Developpement Professionel P. Esnée,

#### And of the other part,

WORLD AVENUES SA with registered offices in 14, rue Ferrier, CH-1202, Geneva, Switzerland, and in the name and on behalf thereof, Mrs Mariam Hesham, Contracting Agent

Both parties, as they take part, mutually recognise the legal capacity for execution of this document,

#### WITNESSETH

WHEREAS SOCIETE DE DEVELOPPEMENT PROFESSIONEL P. ESNEE owns, leases or manages HOTEL LANCASTER (hereinafter "HOTEL").

WORLD AVENUES SA is a TOUR OPERATOR interested in offering the services of HOTEL LANCASTER (hereinafter referred to as the "TOUR OPERATOR)

In consideration of the mutual promises contained herein and for other good and valuable consideration, the parties agree as follows:

1. Term. This Agreement is effective from the Effective Date noted above and will last one year counted from this date, unless earlier terminated in accordance with this Agreement. Upon reaching the expiration date of the Agreement or any of its extensions, unless it is terminated by either of the parties, it shall be tacitly renewed for a new period of one year. To be effective, a copy of this contract must be sent to HOTEL duly signed by the "Tour Operator".

In any event, the rates and other financial conditions established page 5 & 6 shall be effective as of the execution of the Agreement or any of its renewals. HOTEL should provide the TOUR OPERATOR with the new applicable rates at least one month prior to the renewal of each annual period.

- 2. TOUR OPERATOR's Activity. It is clearly stated that the TOUR OPERATOR is the contractual party in this agreement with the HOTEL, and is responsible for all reservations, payments and any other business issue of this contract. The TOUR OPERATOR may appoint a local representative for processing of the reservations and servicing of his clients. However, this arrangement does not waive in any way the contractual responsibility of the TOUR OPERATOR.
- **3. Termination.** This agreement can be terminated by either party, without penalty, for any reason upon thirty days prior written notification to the other party. Termination of this Agreement shall not extinguish the rights or obligations of the parties hereunder with respect to indemnification, trademarks, ownership and disposition of information, confidentiality, and accounting.