



CONRAD COMOPY (TRIC)

















HOTEL-LEVEL INTERMEDIARY AGREEMENT 2019 ("Agreement")

COMPANY NAME: World Avenues S.A. (references to "Company" or "you" or "your" throughout the Agreement refer to company listed directly above)	HOTEL NAME/HOTEL ENTITY NAME: Elba Düsseldorf Operating GmbH & Co. KG d.b.a. Hilton Dusseldorf (references to "Hotel", "us", "we" or "our" throughout the Agreement refer to the entity listed directly above)
ADDRESS: Sara Abdelwahed 14 Rue Ferrier 470 CH - 1202 Geneva Switzerland contracting1@world-avenues.ch	HOTEL CONTACT: Sandy Bartelet Georg-Glock-Straße 20, D-40474 Dusseldorf Sandy.Bartelet@hiltondusseldorf.com Email for reservations: reservations.dusseldorf@hilton.com
ACCOUNT NUMBER:	Fax: 0049 211 4377 2410
Phone:	Phone: 0049 211 4377 2304
Fax:	

ı. NET RATES FOR PACKAGES IF NOT DIRECTLY CONNECTED:

Subject to the General Terms and Conditions, Company may provide rooms in a package through the Net Rate business model only if and as approved in the following table (if there is no allotment for Company, enter "N/A" in Validity Dates, Allotment, Cut-Off and Net Rates columns and Discount off BAR/FFR at bottom of this box instead; N/A at top of column applies to entire column):

Room type	oom type (A) Standard ROH					Superior Other: Max. Occupancy:							
	Validity Dates		Net & Retail Rates per room (in EUR)										
From: 01.01.2018	To: 3 31.12.2018	Sin _l free:		Double freesale		Triple On request only		Minimum Room		Room p/p			
	Inclusive dates	Net	Retail	Net	Retail			Net	Re tail	Net	Retail		
	FIT												
01.01.19	06.01.19 (All Days)	82,00	freesale	102,00	freesale	142,00	On request	1					
07.01.19	11.04.19 (Mon)	149,00	freesale	169,00	freesale	209,00	On request	1					
07.01.19	11.04.19 (Tue&Wed)	175,00	freesale	195,00	freesale	235,00	On request	1					
07.01.19	11.04.19 (Thu-Sun)	82,00	freesale	102,00	freesale	142,00	On request	1					
12.04.19	01.05.19 (All Days)	82,00	freesale	102,00	freesale	142,00	On request	1					
02.05.19	10.07.19 (Mon)	149,00	freesale	169,00	freesale	209,00	On request	1					
02.05.19	10.07.19 (Tue&Wed)	175,00	freesale	195,00	freesale	235,00	On request	1					
02.05.19	10.07.19 (Thu-Sun)	82,00	freesale	102,00	freesale	142,00	On request	1					
11.07.19	21.08.19 (All Days)	82,00	freesale	102,00	freesale	142,00	On request	1					
22.08.19	15-12.19 (Mon)	149,00	freesale	169,00	freesale	209,00	On request	1					
22.08.19	15.12.19 (Tue&Wed)	175,00	freesale	195,00	freesale	235,00	On request	1					
22.08.19	15.12.19(Thu-Sun)	82,00	freesale	102,00	freesale	142,00	On request	1					
16.12.19	31.12.19 (Ali Days)	82,00	freesale	102,00	freesale	142,00	On request	1					
alí	dates exclude Fair dates												
Wholesale	er/Package operator group rates	Net	Retail	Net	Retail	Net	Retail	Min.					
01.01.19	31.12.19 (All Days)	71,00	On request	91,00	On request	121,00	On request	10					
all	dates exclude Fair dates												
Coach Operator group rates		Net	Retail	Net	Retail	Net	Retail	Ì					
01.01.19	31.12.19 (All Days)	75,00	On request	95,00	On request	135,00	On request	10					
all	dates exclude Fair dates				1 "								

If not mentioned otherwise, cut-off is 24 hours prior to arrival date and cxl as mentioned below in point IV.

Further categories*:

Deluxe rooms - supplement of 15EUR/ room/ night Executive rooms (with access to Executive Lounge) – supplement of 50EUR/ room/ night Junior Suites* (with access to Executive Lounge) - supplement of 150EUR/room/ night *on request only





















Fair Periods 2019

`	Validity Dates	Allot- ment	Cut-off/ Cxl deadline										
From: 01.01.2018	To: 31.12.2018	Daily	(in days)	Single		Dou	Double		Triple On request only		Minimum pax		Room p/p
	Inclusive dates			Net	Retail	Net	Retail	Net	Retail	Net	Retail	Net	Retail
19.01.2019	27.01.2019 (Boot)	Freesale	14/30	229,00		249,00		289,00		1			
18.02.2019	21.02.2019 (EuroCIS)	Freesale	14 / 30	189,00		209,00		249,00					
11.03.2019	15.03.2019 (IDS Cologne)	Freesale	14/30	189,00		209,00		249,00					
16.03.2019	19.03.2019 (ProWein)	Freesale	14 / 60	379,00		399,00		439,00					
29.03.2019	31.03.2019 (Beauty)	Freesale	14 / 30	149,00		169,00		209,00					
24.06.2019	31.03.2019 (GIFA)	Freesale	14 / 60	309,00	il .	329,00		369,00					
19.07.2019	22.07.2019 (CPD)	Freesale	14 / 30	109,00		119,00		159,00					
29.08.2019	08.09.2019 (Caravan)	Freesale	14 / 30	129,00		149,00		189,00					
17.09.2019	20.09.2019 (Rehacare)	Freesale	14 / 30	229,00		249,00		289,00	- 0				
23.09.2019	28.09.2019 (Expopharm)	Freesale	14 / 30	199,00		219,00		289,00	251				
05.10.2019	09.10.2019 (Anuga)	Freesale	14 / 30	199,00		219,00		239:08	259				
15.10.2019	24.10.2019 (K-Messe)	Freesale	14 / 60	389,00		409,00		449,00					
04.11.2019	07.11.2019 (A+A)	Freesale	14 / 60	299,00		319,00		359,00					
17.11.2019	21.11.2019 (Medica)	Freesale	14 / 60	449,00		469,00		509,00					

In case of any new Events/Fairs/Congress or changes in dates will occur, we keep the right to apply changes accordingly.

Fee as % of the relevant Retail Rates	Blackout dates? ☐ Yes						
	Please mention your black out dates:						
	See Close Out Calendar 2019						
	Please see fair dates and rates mentioned above. Fair Rates are net and incl. breakfast. Dates						
	and amount of fairs are subject to change!						
	Freesale Cooperation:						
	Hotel does not update any extranets, if not individually negotiated.						
	Freesale calendar will be sent by hotel on a regular basis whereas client should update their						
	systems within 24 hours.						
10							
	Freesale is limited to 9 rooms per day per Hotel. If inventory is picked, systems can be re-loaded						
	if freesale is still available.						
	Contact e-mail for close outs:						
	Hotel contact for Freesale: reservations.dusseldorf@hilton.com						
Static rates (not directly connected) may not be used online	Tax inclusive 🛛 Yes 🔲 No						
	Tax percentage 7%						
	Other tax						
	Rates are based on 7% VAT (rooms only), in case of any VAT changes the hotels reserves the						
	right to adjust the rates accordingly.						
	Breakfast inclusive ☑ Yes ☐ No						
	Cost of breakfast: EUR 27,00						
Rates attached, see over	Rates to be provided by individual hotels						

II. PAYMENT:

For Retail/Commissionable Rates: Hotel shall charge guest upon check out and Hotel will pay commission to Company through Hilt centralized payment program unless otherwise indicated above.	ton's
For Net Rates for Room Only and Packages: Hotel will charge the unique credit card provided by Company upon check out. Net Rates net of your fee.	s are
For Net Rates for Room Only and Packages: Hotel will invoice Company after guest check out and Company will pay Hotel within 30 from invoice date. Hotel reserves the right to grant Company credit. Net Rates are net of your fee.	days
For Net Rates for Room Only and Packages: Company will remit full payment to Hotel before guest check in. Net Rates are net of fee.	your





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III. PREFERRED PLACEMENT:

The Company shall promote favorably Hotel's room inventory and products online and offline. The Company shall guarantee that, when selling online, Hotel's room inventory and products will appear on the first page above the fold for the applicable destination search.

Special fair Cancellation policy applies if at least one day is booked within fair dates.

IV. OTHER:

Hotel Cancellation Policy:

FIT: Bookings can be cancelled free of charge until 1 day prior to arrival outside fair periods.

All cancellations after the cancellation deadline will be charged with 90% of one overnight.

Fairs

During fair periods all cancellations after the cancellation deadline will be charged with 90% of the total stay.

The same situation applies for "no shows".

Groups: 100% of the group booking can be cancelled without charge 28 days prior to arrival outside fair periods.

4-2 weeks prior to arrival: 10% of the booked room block can be cancelled free of charge.

2 weeks to1 day prior to arrival: 2 rooms can be cancelled free of charge.

Hotel Child Policy:

FIT

Children up to the age of 18 years stay free of charge in their parents' room in extra bed. Breakfast charge for children will be:

0 – 5 years - free of charge

6 – 12 years - 50% of the full amount per person (cost for breakfast is 27,00 EUR)

Over 12 years - 100% of the full amount per person (cost for breakfast is 27,00 EUR)

Japanese Clients

It is understood that the Hotel will not book out any Japanese clients. There are very strict penalties imposed under Japanese law, which provides for substantial damages. The full amount of damages, expenses, losses, fines, costs (including legal costs) and/ or any other sums which the Hotel and/ incurs or becomes responsible for as a result, directly or indirectly, of any act (s), omission (s) and/ or defaults (s) of the Hotel, its personnel (whether or not employed by the hotel), suppliers, sub- contractors, agents and/ or representatives and/ or as a result of any breach by the Hotel of this agreement.

Group

Halfboard prices (for groups only):

2 course menu incl. coffee&tea - 24,00 EUR per person
3 course menu - 27,00 EUR per person
4 course menu - 39,00 EUR per person
Dinner buffet - 43,00 EUR per person

- Welcome Drink (softdrink, house wine, beer): 5,00 EUR per persor
- Porterage fee (for groups only): 5,00 EUR per person (in/out roundtrip)
- Free place policy (for groups only): For every 15 paying guest, 1 will be free of charge in single room with breakfast.
- Payment policy (for groups only): 50% deposit until 2 weeks prior to arrival. Rest payment after receipt within 14 days.
- This agreement is based on a minimum number of 50 room nights produced of the contracted period. If the target will not be reached for the above period, the hotel will not extend the contract for 2019, due to production.
- This Agreement does not cover other negotiated or corporate rates. Also, static rates (not directly connected) may never be sold
 online.





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In areas where there are boxes for "yes" and "no", if "yes" is not specifically checked and authorized, then "no" is conclusively presumed to apply even if "no" is not specifically marked.

Please note that the rates MUST NOT BE SOLD TO B2C ONLINE OPERATORS unless you can guarantee the end Online Operator is packaging the rates.

We keep the right to terminate the contract with immediate effect in case of abuse of the above after three proved cases.

Company agrees that this Intermediary Agreement is not effective unless and until, and is conditional upon, approval of Company by Hilton Worldwide, Inc. ("Hilton") for such services.

In addition to this page containing the Intermediary Agreement Specific Terms ("Specific Terms"), this Agreement is comprised of all the general terms and conditions set forth on the following web site http://hiltondistribution.com/globaltc/stdterms.php (collectively, the "General Terms and Conditions"). The persons signing below warrant that they are authorized representatives of the above indicated Company and Hotel who have authority to enter into this Agreement. This Agreement will not be valid and enforceable until a signed copy is returned to the Hotel by October 31, 2018.



Date:

17 September 2018

For Managed Properties - Elba Düsseldorf Operating GmbH & Co. KG, currently trading as Hilton Dusseldorf, by Hilton Hotels as manager

By:

Date:

[sign here]

Sandy Bartelet Name: Title: Sales Manager

17 September 2018

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