



Grand Hotel Kempinski

GENEVA

7 July 2017

Tarek ELBIALY
Contracting Manager
World Avenues

Wholesale Agreement 2018

Dear Tarek,

We would like to take this opportunity to thank you for your continued valued support to the Grand Hotel Kempinski Geneva and are pleased to send you our contracted rates with the terms and conditions for 2018.

In order to validate this contract, please sign the documents and return a copy to us no later than 15 August 2017.

All contracted rates and conditions will take effect upon receipt of the signed copy of the enclosed Agreement.

We look forward to continuing and strengthening our partnership in the months ahead.

Kind regards,

Thibaud Cheurlin
Director of Sales

Martina dal Canto
Revenue & Reservations Manager



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WHOLESALE AGREEMENT 2018

Between:

Company: **World Avenues**
Contact: Tarek Elbialy
Contracting Manager
Address: Rue Ferrier 14
1202 Genève
Telephone: +41 22 548 12 11
Telefax:
e-mail: contracting@world-avenues.ch
Website:

Following referred to as "Agency"

Grand Hotel Kempinski Geneva
Thierry Lavalley
General Manager
19 Quai du Mont-Blanc
1201 Geneva, Switzerland
+ 41 22 908 9081
+ 41 22 908 9090
reservation.grandhotelgeneva@kempinski.com
<http://www.kempinski-geneva.com>
www.globalhotelalliance.com
Following referred to as "Hotel"

1. DEFINITE STATUS

The terms and conditions of this agreement will remain confidential to the all above-named parties and agreement is valid from **1st of January 2018 until 31st of December 2018**. In accordance with the terms and conditions set forth below, the Agency shall order, and the Hotel shall provide reservations service and accommodation at special FIT Net Rates as stated below. They are on request only and based on availability unless otherwise stated. The rates quoted in this agreement are for only use of the tourism professionals such as Wholesalers, Tour Operators and Travel Agencies (B2B or B2B2B sale only).

2. STATIC RATES

- 2.1. All rates in this agreement are quoted in local currency (CHF) per room, per night and are non-commissionable, unless otherwise stated by the Hotel to the Agency.
- 2.2. The rate includes VAT (3.8%) and service charges. Daily city tax of CHF 4.75 per person is additional.
- 2.3. The rate includes a public transportation pass per person, in-room wireless Internet access, free access to the swimming pool, fitness centre and hammam, and free access to the Java Club.
- 2.4. Any increases in Government tax/VAT will be passed on for changes.
- 2.5. These rates are applicable according to the contract and will only be valid once the contract has been signed by both Parties.
- 2.6. The Agency accepts to resell the hotel rooms to their customers with a minimum mark-up of 25%. **In order to uphold the policy of rate and brand integrity, it is mandatory to add a minimum mark-up to reach a minimum selling rate not lower than the mentioned published rate on kempinski.com of each particular period.**
- 2.7. These rates are for the use of customers travelling on an individual basis for leisure purposes and are not applicable to groups, trade missions, exhibition delegates and/or corporation/business travellers.
- 2.8. The net rates are only to be sold from B2B or B2B2B but not from B2C. In case net room rates are sold by Agency or their affiliates from B2C, under no circumstances the published rate of the Hotel on kempinski.com should be undergone.



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- 2.9. Should guests wish to extend their stay beyond the period originally booked and confirmed by the Agency, the Hotel will apply the Best Available Rate for the particular season, unless the accommodation extension request is channelled to the Hotel through the Agency.
- 2.10. The Agency will be the merchant, therefore, customers will pay the Agency or travel agents for the Rate on the Sites before commencing their stays at the Hotel, and the Agency shall remit the Rate to the applicable Hotel. However, the Agency is recommended not to sell the rooms at rates below the Rate displayed on www.kempinski.com. Distributor warrants that its affiliates adhere to this clause, in conjunction with clause 10.5.1.
- 2.11. The Hotel and the Agency 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 is minimum 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 the Hotel's commercial interests and/or brand, the Hotel reserves the right to request the Distributor for the removal of the Hotel from the respective party's website. Distributor warrants that it shall not distribute the Contract Rate in contravention of clause 10.5.1 and final customer facing rate must reach the Hotel's published rate on kempinski.com.
- 2.12. If appropriate, the Hotel in its sole discretion, may agree on override payments with Distributor during the Term of this Agreement.
- 2.13. The Hotel can raise and lower rates, increase, decrease or close inventory and reduce or increase length of release in line with market demand.
- 2.14. **RATE CONDITIONS FOR BREAKFAST**
- European Buffet Breakfast for single, double or triple occupancy is included in the BB rate (based on adult occupancy). Children supplement for bed & breakfast is as follows:
 - 0 to 5 years old – Free
 - 6 to 12 years old – CHF 52.50
 - From 13 years old – CHF 105.-
 - If room only rate is booked, Buffet breakfast is charged to guest at CHF 50.00 per person (adult)
 - 0 to 5 years old – Free
 - 6 to 12 years old – CHF 25.-
 - From 13 years old – CHF 50.-
 - The buffet breakfast is served at "Il Vero" restaurant from 6:30am to 11:00am.
 - Any breakfast ordered from room service will be charged to the guest's invoice as per consumption.
- 2.15. **BEST RATE GUARANTEED**
- The Hotel will guarantee the best rate to the Agency. In case the rates found on the www.kempinski.com is equal or less expensive than the contracted rates at the same conditions, the Hotel will apply the Best Available Rate minus 20% commission to the Agency.
 - Please note that this commission is not applicable for Early Booker and Special Promotions.



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3. SEASONALITY & RATES

	From	To
Low Season	January 1 st , 2018 September 1 st , 2018	June 14 th , 2018 December 31 st , 2018
High Season	June 15 th , 2018	August 31 st , 2018

Weekdays	Monday, Tuesday, Wednesday
Weekend	Thursday, Friday, Saturday, Sunday

Rates for Room only (RO)

RO	ROOM ONLY rate plan					
	Single Occupancy		Double Occupancy		Triple Occupancy	
	Weekdays	Weekends	Weekdays	Weekends	Weekdays	Weekends
	SUPERIOR ROOM (PATIO VIEW)					
Low	460	400	460	400	540	480
High	580	580	580	580	660	660
	PREMIUM ROOM (PARTIAL LAKE VIEW)					
Low	500	430	500	430	580	510
High	650	650	650	650	730	730
	DELUXE ROOM (PATIO VIEW)					
Low	590	510	590	510	670	590
High	740	740	740	740	820	820
	DELUXE ROOM (LAKE VIEW)					
Low	940	850	940	850	1'120	930
High	1'110	1'110	1'110	1'110	1'190	1'190



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Rates for Bed & Breakfast (BB)

BB	BED & BREAKFAST rate plan					
	Single Occupancy		Double Occupancy		Triple Occupancy	
	Weekdays	Weekends	Weekdays	Weekends	Weekdays	Weekends
	CLASSIC ROOM (PATIO VIEW)					
Low	500	440	525	465	630	570
High	620	620	645	645	750	750
	SUPERIOR ROOM (PARTIAL LAKE VIEW)					
Low	540	470	565	495	670	600
High	690	690	715	715	820	820
	DELUXE ROOM (PATIO VIEW)					
Low	630	550	655	575	760	680
High	780	780	805	805	910	910
	DELUXE ROOM (LAKE VIEW)					
Low	980	890	1005	915	1'110	1'020
High	1'150	1'150	1'175	1'175	1'280	1'280

4. SPECIAL PROMOTIONS ON FIT RATES

Early Booker:

Book 30 days in advance and get 15% OFF

- The offer is non-cancellable and non-refundable and cannot be modified
- The offer is applicable for room only and bed & breakfast rates



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5. DYNAMIC RATES (only applicable if Channel Manager Connection exists)

Channel Manager: RateTiger	Rate Agreement: BAR
Currency: CHF	Commission Level: 20% (B2B distribution only)
Rates Feed: Gross (commission deducted by Wholesaler)	Payment: Contracted Credit facilities or virtual CC

Room type name	Maximum occupancy (extra bed or baby cot included)	Included Meals		Release		Agency Room ID (if applicable)
		Room only	Breakfast	Days	Hour	
Superior room, patio view (room only)	3	x		0		
Premium room, partial lake view (room only)	3	x		0		
Deluxe room, patio view (room only)	3	x		0		
Deluxe room, lake view (room only)	3	x		0		
Superior room, patio view (bed & breakfast)	3		x	0		
Premium room, partial lake vw (bed & breakfast)	3		x	0		
Deluxe room, patio view (bed & breakfast)	3		x	0		
Deluxe room, lake view (bed & breakfast)	3		x	0		
Superior room, patio view – Early bird (room only)	3	x		14	2pm	
Premium rm, partial lake vw – Early bird (ro only)	3	x		14	2pm	
Deluxe room, patio view – Early booker (room only)	3	x		14	2pm	
Deluxe room, lake view – Early booker (room only)	3	x		14	2pm	

Release is 0 days if free sale can be closed through Channel Manager on the same day. If not possible, release shall be 1 day (except **non-refundable rates (Early booker)**, they shall remain at 14 days release)

Standard Cancellation & No Show policy: Cancellation made less than 1 day prior to arrival (2pm Geneva time) will be charged with 1 night accommodation as well as no show. Exceptions listed below:

GENERAL CONDITIONS:	from	to (including)	Min.LOS	CXL policy	CXL and NS penalty	Deposit
SIHH	14.01.2018	17.01.2018	3 nights	14 days prior to arrival	100% total stay	2 Nts 14 days prior arr.
Motorshow (Pressdays only)	04.03.2018	06.03.2018	3 nights	45 days prior to arrival	100% total stay	Full stay 45 days prior arr.
Vitafood	15.05.2018	17.05.2018	3 nights	14 days prior to arrival	100% total stay	
EBACE	27.05.2018	30.05.2018	3 nights	14 days prior to arrival	100% total stay	
Summer High Season	15.06.2018	31.08.2018		7 days prior to arrival	100% total stay	

- Rates sent through Channel manager (RateTiger) are gross rates for single, double or triple occupancy
- Children supplements cannot be sent through Channel Manager and need to be set up in your extranet



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6. RESERVATIONS

6.1. BOOKINGS

- All bookings need to be sent in writing to the Hotel's reservation department within the same day or 24 hours.
- Room type and special needs shall be stated on the booking request.
- Only the room type confirmed by the Hotel will be offered to the guests upon arrival.
- Should the guest request a higher room category to the one initially booked, then a relevant surcharge will be applied directly to the guest, unless the request is channelled in writing to the Hotel through the Agency.
- Check-in time is 14:00 on the arrival date. Access to rooms prior to this time will only be offered depending on the availability of rooms at the time of arrival.
- Early check-in must be stated on the reservation form and a full night's charge will apply.
- Kindly indicate the approximate arrival time for each booking.
- Check-out time is 12:00 noon on the departure date. Late check-out may be arranged by the Hotel, depending on the availability of rooms at the time of the departure and a charge will apply to be paid directly by the guest unless an amendment to the original booking is sent in writing by the Agency to the Hotel
- Please ensure that each booking request specifies the name of the partner agency or tour operator generating the booking.

6.2. ROOM OCCUPANCY & EXTRA BED

- Minor guests are not accepted unless accompanied by major guest in same room or same party
- Maximum occupancy per room is 3 people (3 adults, or 2 adults and 1 infant or child, or 1 adult and 2 infants or children, or 3 children if accompanied by adult guest in same party)
- The rooms can accommodate one roll away bed or one baby cot.
- The charges of an extra bed or crib are as follows:
 - 0 to 5 years old – Free
 - 6 to 12 years old – CHF 40.-
 - From 13 years old – CHF 80.-
- The charges for extra bed inclusive of buffet breakfast are as follows:
 - 0 to 5 years old – Free
 - 6 to 12 years old – CHF 52.50
 - From 13 years old – CHF 105.-

6.3. CANCELLATION AND NO SHOW POLICY

Regular contracted rates:

- Cancellations received within 48 hours prior to arrival (2pm Geneva time) will be charged the first night booked.
- No-shows will be charged one night.
- During High Season, any cancellations received within 14 days prior to arrival (2pm Geneva time) and no-shows will be charged for the entire stay booked (100%)
- Cancellations must be advised in writing and proof of acknowledgement by the Hotel should be retained.
- Early departures are subject to full stay penalty fee.

Early booker:

- The offer is non-cancellable.



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7. FREE SALES and STOP SALES

- If free sale cannot be closed on the same day, release of 1 day should apply.
- If free sale cannot be closed through the channel manager or extranet, **stop sales should be sent to following email address:** _____

8. TURNAWAY

- In the unlikely event that the Hotel has to turn away a guest with a confirmed and complete reservation, the Hotel will be responsible to arrange accommodation for the guest in a similar category property.
- The Hotel will arrange a courtesy transfer and will grant the guest a phone call up to 3 minutes or a one page fax to any destination in the world or a 15 minutes e-mail (internet) usage.
- The Hotel will arrange to transfer back the guest to the Hotel.
- No outbookings will be taken in charge by the Hotel if the Agency confirm any accommodation in another hotel without prior hotel acceptance.

9. BLACK-OUT DAYS FOR STATIC AND DYNAMIC RATES

- Black-out dates are bookable, on request and upon availability.
- Best available rates and conditions will apply during this period
- Black-out dates are:
 - SIHH – from January 14th to January 17th, 2018 (incl.)
 - MOTORSHOW Press days – from March 4th to March 6th, 2018 (incl.)
 - VITAFOOD – from May 15th to May 17th, 2018 (incl.)
 - EBACE – from May 27th to May 30th, 2018 (incl.)

10. MARKETING

- 10.1. The Agency shall not, nor shall it allow its Affiliates, to carry out 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 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.
- 10.2. The Agency shall not, nor shall it allow its Affiliates, to perform keyword bidding on web search engines using the brand name "Kempinski" or 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.
- 10.3. The Agency 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 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.
- 10.4. The Hotel must approve its inclusion prior to printing or publishing of any form of material for distribution through any channels including brochures, catalogues, flyers and websites or in any other marketing-related activities.
- 10.5. Failure to do so may result in the Hotel declining any business sourcing from such activities and immediately invalidating any existing agreement with the Agency.
- 10.6. Should the Agency fail to forward the proposed form and content to the Hotel for review and final approval, the Hotel will not be liable to the guest or to the Agency for any damages, costs or claims arising from such misinterpretation.



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- 10.7. Kindly use exclusively the material provided by the Hotel.
- 10.8. All photographs, images or logos of the Hotel used for any promotional material have to be in line with the standard format according to the corporate identity of Kempinski Hotels (please do not alter images shape except for minimizing or maximizing size).
- 10.9. Photography can be downloaded from the Hotel's Photo Library on www.kempinski.com/geneva.

11.ONLINE DISTRIBUTION TO THIRD PARTIES

- 11.1.Except for B2B partners, Agency may not transfer or assign rates provided through this contract to any Company or Organization.
- 11.2.All rates in this contract or any promotional rates are not meant for online distribution.
- 11.3.If the Agency or one of its partner is distributing inventory and rates for the Grand Hotel Kempinski Geneva to any third parties, please notify us in writing and promptly stop.
- 11.4.The Hotel reserves all rights and remedies should the Agency fail to comply with this request.
- 11.5.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. Such sites will be added, as necessary to "No Sale List".

- 11.5.1. Distributor shall not distribute the Hotel offered in this Agreement to third parties who directly distribute such Participating Hotel, unless packaged, on consumer facing booking engines, on the No Sale Sites contained in Schedule "No Sale List", which may change from time to time.
- 11.5.2. 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.

12.PAYMENT & CREDIT

- 12.1.Vouchers are accepted for room and breakfast only.
- 12.2.The Grand Hotel Kempinski Geneva will send the invoice to the Agency upon guest's departure.
- 12.3.If the query is not raised within 7 days of presentation, the invoice shall be deemed to have been approved as presented.
- 12.4.The Agency shall make payment at the rate of 8% for each 28 days period or part thereof.
- 12.5.Delay in payment may result in suspension or withdrawal of credit facilities.
- 12.6.The Hotel will be entitled to refuse acceptance of the Agency's vouchers/reservations for both future and existing bookings.
- 12.7.The currency used in all invoices will be Swiss Francs (CHF)



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12.8. Below are the bank details for prepayment via transfer:

Account Name:	Le Palace Genève SA
Bank:	UBS SA
City:	Genève
Country:	Switzerland
Account number:	488.763.00L
Swift code:	UBSW CH ZH 80A
IBAN:	CH1600240240 4887 6300L

13. GENERAL TERMS

- In the event Kempinski Hotels SA or one of its Affiliates enters into a group-level agreement with the Agency and the Hotel participates in the group-level agreement, this agreement shall terminate automatically as of the date the group-level agreement and Hotel's participation begins.
- Neither party shall be under any obligation to the other hereunder if performance thereof is rendered impossible due to an even of force majeure, being an event which the affected party could not reasonably foresee and the effect of which was beyond the control of the party affected (excluding settlement of payments) which shall include, without limitation, acts of God, war, strikes, epidemics, earthquake, fire or flood.
- The construction, validity and performance of this agreement shall be governed by the laws of Geneva, Switzerland.
- The Hotel reserves the right to terminate this agreement at any time, without prejudice to any other rights it may have, in the event that the Agency fails to comply with this agreement.
- Termination of the agreement shall be effected by the Hotel notifying the Agency in writing of such termination (at its address stated above or another address notified by the Agency to the Hotel with registration delivery).
- Failure of the Hotel to enforce at any time the provisions of this agreement shall not be construed as a waiver of any rights not affect the validity of the agreement nor prejudice the Hotel as regards to subsequent action.
- In order to validate this agreement, we could ask you to return a signed copy of the same (as well as each page initialled, including the rates' sheet) to the Hotel within 15 days from the date of issue. All the above has been read, understood and agreed to by the below signed parties.



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14. CONTACT INFORMATION

Sales & Marketing

Mr. Thibaud Cheurlin
– Director of Sales
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Fax. +41 22 908 9094
thibaud.cheurlin@kempinski.com

Reservations

Mrs. Martina Dal Canto
– Revenue & Reservations Manager
Tel. +41 22 908 9141
Fax. +41 22 908 9090
Reservation.grandhotelgeneva@kempinski.com

Accounting

Mr. Christophe Haering
– Financial Controller
Tel. +41 22 908 9081
Fax. +41 22 908 9090
christophe.haering@kempinski.com

15. SIGNATURES

Date: 16.07.2017

Thibaud Cheurlin
Director of Sales

Christophe Haering
Financial Controller

Thierry Lavalley
General Manager

Agency:

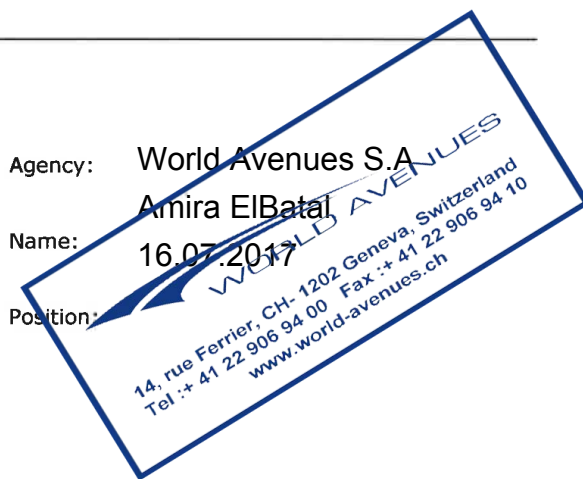
World Avenues S.A.

Name:

Amira ElBatal

Position:

16.07.2017





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No-Sale Sites

7ideas	7ideas.com
Ab in den Urlaub	ab-in-den-urlaub.de/
Aldi Reisen	aldi-reisen.de/
Aldi Suisse Tours	aldi-suisse-tours.ch/
Amoma	Amoma.com
Atlaschoice	Atlaschoice.com
Bookinhotels	Bookinhotels.com
Cheersbye	Cheersbye.com
Cobone	Cobone.com
Createviam	Createviam.de
DeinDeal	DeinDeal.ch
Dhr	Dhr.com
e-bookingonline	e-bookingonline.com
Easy to Book	easytobook.com
Elvoline	Elvoline.com
fast-hotelbooking	fast-hotelbooking.com
Gala Hotels	galahotels.com
Groupon Group	Groupon.com
Hofer Reisen	hofer-reisen.at
Holidayguru	holidayguru.ch
Hotelreservierung DE	hotelreservierung.de
HotelsClick	HotelsClick.com
hoteltravel	hoteltravel.com
Interlinestay	Interlinestay.com
Lidl-Breaks	lidl-breaks.ie
Lidl Group	lidl.com
logitravel	logitravel.de
Migros Ferien	migros-ferien.ch
Mydeal	Mydeal.com
Olotels	Olotels.com
Otel	Otel.com
Prixme	Prixme.com
Tchibo Group	Tchibo.de
Travelinglink	travellink.com
Travelonline	Travelonline.ph
Travelrepublic	travelrepublic.co.uk
Urlaubsguru	urlaubsguru.de
Vente Privee	vente-privee.com
Worldwide-resorts	Worldwide-resorts.com
Wozogo	Wozogo.com
yourhotelsbook	yourhotelsbook.com