



**Grand Hotel
Kempinski**

GENEVA

30 July 2019

Amira Elbatal
Contracting Manager
World Avenues

Wholesale Agreement 2020

Dear Amira,

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 2020.

In order to validate this contract, please sign the documents and return a copy to us no later than 31 August 2019.

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 & Marketing

Martina dal Canto
Director of Revenue & Reservations



Grand Hotel Kempinski

GENEVA

WHOLESALE AGREEMENT 2020

Between:

Company: **World Avenues**
Contact: Amira Elbatal
Contracting Agent
Address: Rue Ferrier, 14
1202 Geneva, Switzerland
Telephone: +41 (0) 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.grandhotelseveva@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 2020 until 31st of December 2020**. 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 (3.7%) 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. **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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Grand Hotel Kempinski

GENEVA

- 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 60.-
 - From 13 years old – CHF 120.-
- 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 10:30am.
- Any breakfast ordered from room service will be charged to the guest's invoice as per consumption.

2.15. BEST RATE GUARANTEE

- 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 18% commission to the Agency.



Grand Hotel Kempinski

GENEVA

3. SEASONALITY & RATES

	From	To
Low Season	1 January 2020 1 December 2020	29 February 2020 31 December 2020
Shoulder Season	1 March 2020 1 May 2020 17 August 2020	12 April 2020 12 July 2020 30 November 2020
High Season	13 April 2020 13 July 2020	30 April 2020 16 August 2020

Weekdays	Monday, Tuesday, Wednesday, Thursday
Weekend	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	470	420	470	420	550	500
Shoulder	510	470	510	470	590	550
High	580		580		660	
PREMIUM ROOM (PARTIAL LAKE VIEW)						
Low	520	480	520	480	600	560
Shoulder	550	510	550	510	630	590
High	650		650		730	
DELUXE ROOM (PATIO VIEW)						
Low	600	560	600	560	680	640
Shoulder	630	590	630	590	710	670
High	750		750		830	
DELUXE ROOM (LAKE VIEW)						
Low	840	800	840	800	920	880
Shoulder	890	850	890	850	970	930
High	1060		1060		1140	

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GENEVA

Rates for Bed & Breakfast (BB)

BB	BED & BREAKFAST rate plan							
	Single Occupancy		Double Occupancy		Triple Occupancy			
	Weekdays	Weekends	Weekdays	Weekends	Weekdays	Weekends	Weekends	
	SUPERIOR ROOM (PATIO VIEW)							
	Low	510	470	550	510	670	630	
Shoulder	550	510	590	550	710	670		
High	620		660		780			
PREMIUM ROOM (PARTIAL LAKE VIEW)								
Low	570	530	610	570	730	690		
Shoulder	600	560	640	600	760	720		
High	690		730		850			
DELUXE ROOM (PATIO VIEW)								
Low	640	600	680	640	800	760		
Shoulder	670	630	710	670	830	790		
High	790		830		950			
DELUXE ROOM (LAKE VIEW)								
Low	880	840	920	880	1040	1000		
Shoulder	930	890	970	930	1090	1050		
High	1100		1140		1260			

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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GENEVA

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

Channel Manager: RateTiger		Rate Agreement: BAR
Currency: CHF	Commission Level: 18% (Standalone rates) and 22% for packaged rates	
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
Motorshow (Pressdays only)	02/03/2020	03/03/2020	3 nights	45 days prior to arrival	100% total stay	Full stay 45 days prior arr.
SIHH	24/04/2020	28/04/2020	3 nights	14 days prior to arrival	100% total stay	
Vitalfood	12/05/2020	13/05/2020	3 nights	14 days prior to arrival	100% total stay	
EBACE	25/05/2020	27/05/2020	3 nights	14 days prior to arrival	100% total stay	
Summer High Season	13/07/2020	16/08/2020		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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GENEVA

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 another room)
- The rooms can accommodate one roll away bed or one baby cot maximum.
- 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 60.-
 - From 13 years old – CHF 120.-

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.

Dynamic rates:

- Cancellations received within 24 hours prior arrival (2pm Geneva time) will be charged the first night booked. Seasonal cancellation policies are stated under section 5.



Grand Hotel Kempinski

GENEVA

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:
 - MOTORSHOW Press days – from 2 to 3 March 2020 (incl.)
 - SIHH – from 24 to 28 April 2020 (incl.)
 - VITAFOD – from 12 to 13 May 2020 (incl.)
 - EBACE – from 25 to 27 May 2020 (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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Grand Hotel Kempinski

GENEVA

- 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)



Grand Hotel Kempinski

GENEVA

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.



Grand Hotel Kempinski

GENEVA

14. CONTACT INFORMATION

Sales & Marketing

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

Reservations

Mrs. Martina Dal Canto
- Director of Revenue & Reservations
Tel. +41 22 908 9082
Fax. +41 22 908 9090
Reservation.grandhotelsegeneva@kempinski.com

Accounting

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

15. SIGNATURES

Date: 30/07/19

Thibaud Cheurlin
Director of Sales & Marketing

Agency:

Name:

Position:

Christophe Haering
Financial Controller

Thierry Lavalley
General Manager

Amira Saeed
Contracting Agent
World Arvenues SA
14, rue de l'Industrie, CH-1205 Geneva, Switzerland
Tel. : +41 22 906 94 00
Fax : +41 22 906 94 10
01.08.2019



Grand Hotel Kempinski

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No-Sale Sites

7ideas	7ideas.com
Ab in den Urlaub	ab-in-den-urlaub.de
Aldi	aldi-reisen.de
Aldi Switzerland	aldi-suisse-tours.ch
Alpharooms	alpharooms.com
Amoma	Amoma.com
Atlaschoice	Atlaschoice.com
Bedfinder AG	bedfinder.com
Booked.net	booked.net
Bookinhotels	bookinhotels.com
Cheersbye	Cheersbye.com
Cobone	Cobone.com
Cancelon	cancelon.com
Createviam	Createviam.de
Cultuzz	cultuzz.com
DeinDeal	DeinDeal.ch
Dhr	Dhr.com
Ebay	ebay.com
e-bookingonline	e-bookingonline.com
Easy to Book	easytobook.com
Elvoline	elvoline.com
fasthotelbooking	fast-hotelbooking.com
Get A Room	getaroom.com
Groupon Group	Groupon.com
GTAHotels	GTAHotels.com
Hofer Reisen	hofer-reisen.at
Holiday Me	holidayme.com
Holiday Guru	holidayguru.com
Hotelreservierg	hotelreservierung.de
HotelsClick	HotelsClick.com
hoteltravel	hoteltravel.com
Interlinestay	Interlinestay.com
Lidl-Breaks	lidl-breaks.ie
Lidl Group	lidl.com

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logitravel	logitravel.de
Migros Ferien	migros-ferien.ch
Muchoviaje	Muchoviaje.com
Mydeal	Mydeal.com
Olotels	Olotels.com
Ostrovok	ostrovok.ru
Otel	Otel.com
Prixme	Prixme.com
Reserving	Reserving.com
Skoosh	skoosh.com
Splitly Travel	splitlytravel.com
Tchibo Group	Tchibo.de
Travelinglink	travelink.com
Travelonline	Travelonline.ph
Travelrepublic	travelrepublic.co.uk
Travel Trolley	traveltrolley.com
Trip.com	Trip.com
UrlaubsGuru	urlaubsguru.de
Vente Privee	vente-privee.com
WBE.Travel	xeniab2c.wbe.travel
Worldwide-resorts	Worldwide-resorts.com
Wozogo	Wozogo.com
yourhotelsbook	yourhotelsbook.com
Zen Hotels	zenhotels.com

