

LUTETIA

PARIS

HOTEL LUTETIA - CONTRACT HOTEL - WHOLESALERS

This agreement (the "Agreement"), effective Friday, 16 March 2018 ("Effective Date"), is entered into between:

Of the one part,

HOTEL LUTETIA, hereinafter known as "HOTEL", registered as a commercial company under Siret number 451 324 867.

And of the other part,

WORLD AVENUES, with registered address in Switzerland: World Avenues SA, 14, Rue Ferrier, CH-1202 Geneva, Switzerland, and in the name and on behalf on Mrs. Maryam HESHAM, Contracting Agent.

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

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 "Wholesalers".

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 WHOLESALER with the new applicable rates at least one month prior to the renewal of each annual period.

2. WHOLESALER'S Activity

It is clearly stated that the WHOLESALER 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 WHOLESALER 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 WHOLESALER.



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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.

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

- For HOTEL LUTETIA PARIS RIVE GAUCHE SNC: 45 boulevard Raspail – 75006 Paris - France
To the attention of Mrs. Audrey DESHAYES
E-mail : audrey.deshayes@hotellutetia.com
- For WORLD AVENUES: 14, Rue Ferrier, CH-1202 Geneva, Switzerland
To the attention of Mrs. Maryam HESHAM - Contracting Agent
Phone number: +202 27296770 | Fax number: +202 27296771 |
Email: contracting1@world-avenues.ch

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

- 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 WHOLESALER 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

WHOLESALER 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 WHOLESALER 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. WHOLESALER shall be responsible for payment of any tax increases. Split season reservations, arriving within different seasons as noted will be charged per day according to the rates in Exhibit A.

All contracted net rates should not be sold to any third part internet websites such as AMOMA, PRESTIGIA, HOTELING. Violation of these conditions shall render the agreement null and void. Please note that this list is not exhaustive.

5. Room Type and Occupancy



Marian J.
[Signature]

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The maximum number of persons to a room is two, in bedding as advertised. Triple occupancy room from Junior Suite balcony only. Should a rollaway bed be required, an additional supplement of 100 Euros per bed, per night will apply for children above 13 years old and/or adults. Complimentary child cots are supplied, upon availability.

6. Reservations

All reservations must be made mentioning type of rate or name of offer in writing by e-mail to: reservations@hotellutetia.com HOTEL's check-in time is 03.00 PM and check-out time is 12.00 PM.

7. Sell & Report

Reservations are on a request basis, please contact our reservation office for availability. The HOTEL reserves the right to apply a minimum requirement on specific dates which will be communicated at the time of booking request.

Rates offered by the agency to the end client must be equal to the published rate of the HOTEL. Should the rate paid at the end by the client be different than the HOTEL published one, the latter reserves the right to terminate the partnership and contract with the agency.

These rates are applied for individual reservation. Local city taxes are not included.

WHOLESALE 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, WHOLESALE 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 WHOLESALE when and if HOTEL elects to re-open dates for which TOUR OPERATOR was previously notified to stop selling reservations, and WHOLESALE shall be entitled to continue selling reservations for such date(s). WHOLESALE 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 within 24 hours before arrival of guest(s).

8. Cancellations and No Shows

All cancellations of confirmed reservations not received by HOTEL at least 24 hours (1 day) in low & medium seasons and 72 hours (3 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 WHOLESALE 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 WHOLESALE customer, HOTEL will, at HOTEL's expense: (a) immediately notify WHOLESALE; (b) immediately locate and reserve an equivalent HOTEL room of at least equal value and transfer WHOLESALE's customer to such room; (c) deliver a written apology to WHOLESALE's customer, including an explanation of the situation which absolves WHOLESALE of responsibility for such inconvenience.

10. Check-in/Check-out

HOTEL's check-in time is 03.00 PM and check-out time is 12.00 PM.

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.



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11. Complaints

It is agreed that the HOTEL will endeavour to deal promptly and efficiently with any complaints made by the WHOLESALER'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

Direct billing to be pre-approved by our Director of Finance. Invoice payment due within 30 days after company receives the invoice. Credit application form should be completed and returned to the hotel in order to have billing approved and set up.

Payment will be made in Euros.

The city tax is 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.

Bank details: BNP Paribas – Paris AG Centrale Entreprises 00828

RIB: 30004 00828 000107 95089 76

IBAN: FR76 3000 4008 2800 01079508 976

BIC: BNPAFRPPAC

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 WHOLESALER's customers.

14. Non-Exclusive Arrangement

HOTEL is not required to work with WHOLESALER exclusively with respect to the subject matter of this Agreement.

15. Compliance with Law

WHOLESALER 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. WHOLESALER is registered where required and will file and pay all such taxes that may arise as a result of guests' payment to WHOLESALER.

16. Assignment

Any assignment or transfer of this Agreement by WHOLESALER, in whole or in part, or of any interest herein, without HOTEL's prior written consent shall be void.



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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.

19. Freesale

Rooms are offered on a freesale basis. Rooms can be booked upon availability as per the freesale chart which will be sent to stopsales@world-avenues.ch (please write email).

Bookings can be confirmed only via email through the Reservations department at the hotel.

Terms and Conditions of freesale

1. A maximum of 4 rooms per day can be booked on freesale. All bookings for 5 or more rooms must be dealt with on a request only basis.
2. All freesale availability will automatically be released 72 hours prior to arrival.
3. The freesale chart is a true reflection of availability and will remain open until closed with an updated chart.

RATES:

Contract valid from: May 15th, 2018 to April 30th 2019

Blackout dates:

From June 8th, 2018 to June 15th, 2018: French Open Final games & Eurosatory

From September 24th, 2018 to October 5th, 2018: Fashion Week & Ryder's cup

LOW SEASON DATES

From October 22nd, 2018 to December 28th, 2018

From January 3rd, 2019 to January 18th, 2019

From January 24th, 2019 to February 28th, 2019

	Bedding	Max. occupancy	BB Rates (Single & Double)	Rooms only (Single or Double)
Superior room	King	2	500 €	475 €
Grand Superior room	King or Twin	2	536 €	511 €
Deluxe room	King or Twin	2	644 €	619 €
Deluxe room with Balcony	King or Twin	2	716 €	691 €
Junior Suite with Balcony	King or Twin	3	896 €	871 €

Rates are mentioned per room per night



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MEDIUM SEASON DATES

From July 9th, 2018 to August 31st, 2018

From October 6th, 2018 to October 21st, 2018

From March 1st, 2019 to April, 30th 2019

	Bedding	Max. occupancy	BB Rates (Single & Double)	Rooms only (Single or Double)
Superior room	King	2	644 €	619 €
Grand Superior room	King or Twin	2	680 €	655 €
Deluxe room	King or Twin	2	788 €	763 €
Deluxe room with Balcony	King or Twin	2	860 €	835 €
Junior Suite with Balcony	King or Twin	3	1.076 €	1.051 €

Rates are mentioned per room per night

HIGH SEASON DATES

From May 15th, 2018 to June 7th, 2018

From June 16th, 2018 to July 8th, 2018

From September 1st, 2018 to September 23rd, 2018

From December 29th, 2018 to January 2nd, 2019

From January 19th, 2019 to January 23rd, 2019

	Bedding	Max. occupancy	BB Rates (Single & Double)	Rooms only (Single or Double)
Superior room	King	2	731 €	706 €
Grand Superior room	King or Twin	2	767 €	742 €
Deluxe room	King or Twin	2	875 €	850 €
Deluxe room with Balcony	King or Twin	2	947 €	922 €
Junior Suite with Balcony	King or Twin	3	1.184 €	1.159 €

Rates are mentioned per room per night



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ADDITIONAL INFORMATION

Reservation contact :

T : +33 (0) 1 49 54 46 46

E : reservations@hotellutetia.com

Children Policy	Complimentary : 0 - 12 years old
City tax	3,30 €/day/pers
Max occupancy 2 persons	Superior room
	Grand Superior room
	Deluxe room
	Deluxe room with Balcony
Max occupancy 3 persons	Junior Suite with Balcony
Connecting rooms	Superior room + Deluxe room
	Deluxe room + Deluxe room
	Deluxe room with Balcony + Superior room
	Deluxe room with Balcony + Deluxe room with Balcony
	Deluxe room with Balcony + Junior suite with Balcony
	Lutetia Suite + Superior room



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ALLOTMENT

PERIOD	FROM	TO	No. of Rooms & Release days
LOW SEASON	October 22 nd 2018	December 28 th 2018	1 Grand Superior room with automatic release 3 days prior to arrival
	January 3 rd 2019	January 18 th 2019	
	January 24 th 2019	February 28 th 2019	

MEDIUM SEASON	July 9 th 2018	August 31 st 2018	1 Grand Superior room with automatic release 3 days prior to arrival
	October 6 th 2018	October 21 st 2018	
	March 1 st 2019	April 30 th 2019	

HIGH SEASON	May 15 th 2018	June 7 th 2018	1 Grand Superior room with automatic release 7 days prior to arrival
	June 16 th 2018	July 8 th 2018	
	September 1 st 2018	September 23 rd 2018	
	December 29 th 2018	January 2 nd 2019	
	January 19 th 2019	January 23 rd 2019	

HOTEL REPRESENTATIVE:

NAME: Audrey DESHAYES

TITLE: International Sales Manager

SIGNATURE : 

WHOLESALER (legal name):

NAME: Maryam Hesham Hassan

TITLE: Contracting Agent

SIGNATURE : 
 14, rue Ferrier, CH-1202 Geneva, Switzerland
 Tel : +41 22 906 94 00 Fax : +41 22 906 94 10
 www.world-avenues.ch



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