



## WHOLESALE TOUROPERATOR LISTING AGREEMENT

This agreement is valid between:

Contracting-partner	World Avenues	Nordinvestition Hotel-Betriebs und Verwaltungsgesellschaft mbH
		Hotel Bristol Berlin
Street	14, Rue Ferrier	Kurfürstendamm 27
City	1202 Geneva	10719 Berlin
Country	Switzerland	Germany
Contact	Alaa Huseen Contracting Agent	Stefan von Schlotheim Director of Sales & Marketing
Following called	TOUR OPERATOR	HOTEL

1. The TOUR OPERATOR is a Travel Agent with a variety of travel and related services, including locating and booking hotel rooms. The TOUR OPERATOR will include the HOTEL in its portfolio and will seek to locate customers to book rooms at the HOTEL. These services are without cost to the HOTEL. The TOUR OPERATOR charges its customers for its services. The HOTEL shall provide information concerning the HOTEL and photographs of contracted rooms for use on its websites and other materials.
2. CLOSE OUT: During following days the hotel is sold out. No rooms are available and bookable:

Close Out	Von	Bis
Corporate Client	13.07.2018	14.07.2018
EASD Congress	30.09.2018	04.10.2018
ECTRIMS Congress	09.10.2018	12.10.2018

3. **RATES:** The following rates are net-non-commissionable. The currency is EURO. The HOTEL will be available to TOUR OPERATOR for its customers at below rates, which are confidential and referred to here as the "Room Rates." Room rates include VAT (currently 7% for rooms and 19% for Food & Beverage and all other services provided by the HOTEL) and service charges. In case the German Government increases the VAT, the HOTEL is entitled to amend the rates accordingly.



# TOUR OPERATOR – Net Room Rates

## SAISONAL RATES 1. April 2018 UNTIL 31. March 2019:

(valid from 01.04.2018 until 31.03.2019, Rates are per room and per night, included City Tax)

	Lowseason		Highseason		Fair A		Fair B	
<b>2018</b>	08.04.2018 – 30.04.2018	01.04.2018 – 07.04.2018	30.08.2018 – 05.09.2018	18.05.2018 – 19.05.2018				
	24.06.2018 – 31.08.2018	01.05.2018 – 23.06.2018	17.09.2018 – 20.09.2018	15.09.2018 – 16.09.2018				
	20.10.2018 – 31.10.2018	01.09.2018 – 19.10.2018	05.02.2019 – 07.02.2019	30.12.2018 – 31.12.2018				
	02.12.2018 – 06.12.2018	01.11.2018 – 01.12.2018	05.03.2019 – 07.03.2019	08.03.2019 – 10.03.2019				
	09.12.2018 – 13.12.2018	07.12.2018 – 08.12.2018						
	16.12.2018 – 27.12.2018	14.12.2018 – 15.12.2018						
	01.01.2019 – 31.03.2019	28.12.2018 – 31.12.2018						
<b><u>Zimmertyp</u></b>	Einzel	Doppel	Einzel	Doppel	Einzel	Doppel	Einzel	Doppel
<b>Economy Room</b>	115,75 €	132,69 €	147,63 €	164,56 €	276,19 €	300,56 €	223,06 €	247,44 €
<b>Premium Room</b>	137,00 €	152,88 €	168,88 €	184,75 €	297,44 €	332,44 €	244,31 €	268,69 €
<b><u>Extrabett</u></b>	63,25 including breakfast (only possible in the Premium Category, upon request and subject to availability)							

- As of 01.01.2014 a city tax has been introduced in Berlin that applies for all non-business related bookings. The City Tax also applies for no-show fees. The City Tax of appr. 5% will be calculated based on the customers net travel price (incl. your estimated 25% mark-up) and is further subject to VAT. The City Tax is included in the room rate and **cannot be refunded by the hotel.** With this contract TOUR OPERATOR has obligated itself to pass on information regarding the City Tax to its partners and to clearly state this on the guests' vouchers. Guests may receive only a confirmation of payment on request for own reimbursement to the State of Berlin.
- FREE SALE:** The HOTEL agrees to commit **booking on free sale basis** per room per night for booking by TOUR OPERATOR. The free sale will be managed by the hotel and is up to availability.

**During fair dates the free sale is not available!**

Contact Hotel:

Stefanie Thiele / Director of Revenue  
Tel: +49 30 8843 4672  
Stefanie.thiele@bristolberlin.com

**Please fill out**

Contact for Stop Sale:

stopsales@world-avenues.ch

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6. The lavish breakfast buffet is inclusive in the room rate (EUR 16,00 pp). The room service breakfast will be charged separately.
7. Children:
- |               |  |
|---------------|--|
| 0 – 3 years   | free of charge in a baby cot/crib                              |
| 4 – 6 years   | free of charge in an extra bed                                 |
| 7 – 12 years  | free of charge in an extra bed plus<br>EUR 14,00 for breakfast |
| from 13 years | EUR 63,25 in an extra bed including breakfast                  |
8. Extra-bed: An Extra-bed is only available in the Premium category, upon request and subject to availability.
9. Cancellation policy:
- LOW Season: until 6 pm 1 day prior to arrival. In case of "No-Show" or late cancellation the hotel will charge 100% of the first night
- HIGH Season: until 6 pm 5 days prior arrival. In case of "No-Show" or late cancellation the hotel will charge 100% of the first night
- FAIR A: until 6 pm 28 days prior to arrival. In case of "No-Show" or late cancellation the hotel will charge 90% of the total amount of the stay
- FAIR B: until 6 pm 21 days prior to arrival. In case of "No-Show" or late cancellation the hotel will charge 90% of the total amount of the stay
10. Check in: from 3:00 pm / Check out: until 12:00 noon
11. The TOUR OPERATOR is obligated to resell room rates to its customers either as a package in combination with other services or with a recommended mark-up of minimum 25 %.
12. Voucher payment: In order to accept voucher payment, the HOTEL requires either full pre-payment that should reach us at the latest one week prior to the guest's arrival or a credit card guarantee has to be provided.

Please complete the details of your credit card:

<b>Credit Card institute:</b>	CREDIT SUISSE
<b>Card Holder:</b>	Mrs. Gabriella Khalil-Nagy
<b>Credit Card number:</b>	ch16 0483 5046 9213 6200 0 (EUR)
<b>Validity:</b>	06.2019



Please send a signed and legible copy of both sides of the credit card as well as a voucher sample to our attention

13. The HOTEL shall forward the invoice to TOUR OPERATOR for the Room Rates to above address after check out, and the TOUR OPERATOR shall promptly forward the payment for the stay to the HOTEL within 14 days of invoice.

Please complete the details of your accounts payable department:

<b>Contact person accounting:</b>	Mr. Mina Kamal
<b>Telephone number accounting:</b>	+202 27 296 770
<b>Email address accounting:</b>	accounts@world-avenues.ch

14. The TOUR OPERATOR will pay the bill for accommodation including breakfast. Upon checkout the guests must pay personal expenses like telephone, mini bar, etc.
15. The HOTEL agrees to keep Room Rates confidential. If the HOTEL inadvertently charges the guest directly, the HOTEL shall immediately refund the amount charged to the guest and bill TOUR OPERATOR for the Room Rates. The TOUR OPERATOR guarantees all payments.
16. The TOUR OPERATOR shall book reservations by: Tel: +49-30-8843 4704 Fax: +49-30-8843 4805  
Email: [reservations@bristolberlin.com](mailto:reservations@bristolberlin.com)
17. Groups: From 10 rooms, group reservations need to be negotiated separately with the HOTEL group reservations department: Tel.: +49-30-8843 4888, Fax: +49-30-8843 4878, Email: [meetings@bristolberlin.com](mailto:meetings@bristolberlin.com)
18. The TOUR OPERATOR may feature the HOTEL on all marketing tools at no cost to Hotel.
19. All reservations booked by the TOUR OPERATOR will be confirmed to the client upon booking and the HOTEL agrees to provide confirmation numbers within 48 hours of booking.
20. Fairs & Events: During the following dates only Fair & Event rates will apply.

Fair	From	until	Level	MLO
DFB Finale	18.05.2018	19.05.2018	B	2
IFA	30.08.2018	05.09.2018	A	3
Berlin Marathon	15.09.2018	16.09.2018	A	2
Innotrans	17.09.2018	20.09.2018	A	3
Silvester	30.12.2018	31.12.2018	B	2
Fruit Logistica	05.02.2019	07.02.2019	A	2
ITB	05.03.2019	07.03.2019	A	2
ITB	08.03.2019	10.03.2019	B	1



21. This Agreement is valid FROM 01 APRIL 2018 UNTIL 31 MARCH 2019 and may not be cancelled or modified except by a written agreement signed by both parties.
22. The HOTEL has the right to cease this agreement within a term of four weeks before the end of each month in case of a change of the management contract during the contracting period.
23. The TOUR OPERATOR warrants and represents to the Hotel that:

#### **23.1 No Sale Sites**

Definition:

No Sale websites means sites which Hotel Bristol Berlin deem compromise the reputation of the Hotel Bristol Berlin and do not sell rooms in compliance with the standards which the Hotel expects to protect and promote the Hotel. The hotel only determines this classification and can do so without agreement.

Clause:

23.1.2 Distributor shall not distribute the hotels offered in this agreement to third parties who directly distribute the hotel, unless packaged, on consumer facing booking engines, on the No Sale Sites contained in the attachment, which may change from time to time.

23.1.3 Distributor acknowledges that the prohibition from placing rooms on No Sale Sites is global company policy, and that the Hotel makes its best endeavours to ensure the policy applies to all agents.

#### **23.2 Negative Key Word Bidding**

23.2.1 Distributor shall not carry out nor (where applicable) shall it allow any of its Affiliates to carry out:

23.2.2 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

The Hotel name (in whole or in part) or any trade name or trade mark which belongs to the Hotel or any variation of such words or names save where prior written consent is given by the Hotel but provided that such consent may be revoked at any time.

23.2.3 Distributor shall not, nor shall it allow its Affiliates, to perform keyword bidding on web search engines using the Hotel name (in whole or in part) or any trade name or trademark which belongs to the Hotel or any variations of such names, without the prior written approval of the Hotel.



23.2.4 Distributor shall not, nor (where applicable) shall it allow its Affiliates to, carry out any form of URL domain grabbing which incorporates the word "Hotel Bristol Berlin" (in whole or in part) or any variation of such words or names.

### 23.3 Recommended Rates

23.3.1 Distributor will be the merchant, therefore, customers will pay Distributor or travel agents for the Rate on the Sites before commencing their stays at the Hotel, and Distributor shall remit the Rate to the applicable the Hotel. However, Distributor is recommended not to sell the packaged rooms at rates below the Rate displayed on <http://www.bristolberlin.com>. Distributor warrants that its Affiliates adhere to this Clause, in conjunction with clauses 22.1.2

23.3.2 Participating Hotels and Distributor 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 at each Participating Hotel is 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, the Hotel reserves the right to request the Distributor for the removal of Participating Hotels from the respective party's website. Distributor warrants that it shall not distribute the Contract Rate in contravention of clause 23.1.2.

23.3.3 If appropriate, Participating Hotels in their sole discretion, may agree on override payments with Distributor during the Term of this Agreement.

23.3.4 Participating Hotels can raise and lower rates, increase, decrease or close inventory and reduce or increase length of release in line with market demand.

24. This agreement is made and entered into in Berlin, Germany. The German law applies. This agreement is subject to our general terms and conditions from 1<sup>st</sup> März 2003. The above-mentioned conditions are valid upon receipt of your original signed contract. Alterations require written form. If any part of this agreement is voided, all other parts shall remain in effect. This constitutes the entire agreement between the **TOUR OPERATOR** and the **HOTEL**.

"TOUR OPERATOR"

"HOTEL"

X World Avenues SA

Name: Alaa Hussein  
 Title: Contracting Agent  
 Date: 22.02.2018



Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: Berlin,

