



AG 3,75 pppn.



11/06/18

**PERSONAL AND CONFIDENTIAL****World Avenues**

14 rue Ferrier

1202 Genève

Attention: Tarek

Email: [contracting@world-avenues.ch](mailto:contracting@world-avenues.ch)**FIT AGREEMENT – NET RATES**

Dear Tarek,

In accordance with, and subject to, the terms and conditions of this agreement, the company Societe Immobiliere Et Hoteliere Du Parc Monceau d.b.a., doing business as, Hotel Du Collectionneur Arc De Triomphe Paris ("Hotel") agrees to provide net rates (non commissionable) for guest rooms at Hotel's facility located at 51 – 57 rue de Courcelles, 75008 Paris, to World Avenues ("Company").

**A- GENERAL TERMS AND CONDITIONS:**

- Agreement is valid from 01/04/2019 until 31/03/2020.
- The currency for all prices, rates, and charges stated in this agreement is EURO (EUR).
- Rates are valid for a maximum number of 9 rooms and suites.
- Rates have to be distributed to BtoB partners only. The company commits to use the provided rates only for BtoB sale. If it is not the case the hotel shall be entitled to terminate this agreement immediately.
- SPA access (Jacuzzi - Sauna - Hammam) and Fitness access is included for all categories: Terms and Conditions may apply.
- WIFI access is free of charge (limited bandwidth).
- Possibility to have free Handytravel Smartphone in room during the stay. Terms and Conditions may apply.
- In application to the law, all common areas, the bar and the restaurant are non-smoking.
- Rooms are available from 3.00 PM on the day of arrival and must be released before 12.00 PM on the day of departure.
- No charge for children under 12 years old when occupying the same room as the adult(s).
- If Company is interested in discussing group bookings (10 or More Rooms) please contact the group reservations team. Contact details are given on the last page of this agreement.
- For the Executive Rooms and the Suites, the Executive Lounge is included.

<b>Executive</b>	- Personalized welcome & service during the guest stay
<b>Lounge</b>	- Private check-in and check-out
<b>Added</b>	- Buffet Breakfast in a private dining room
<b>Values</b>	- Finger food, fruits and soft drinks served all day
	- Coffee, tea, pastries and fruits served in the afternoon
	- Evening cocktails with wines, soft drinks and canapés
	- Exclusive view over the rooftops of Paris
	- Large-screen television
	- Decked terrace (Smoking area)

**B- RATE, INVENTORY AGREEMENT AND SPECIAL OFFERS:****I. RATES:**

Please refer to our rate grid attached to this agreement. Based on the room only rates. supplement per person for Bed and Breakfast rates.

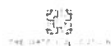
**II. INVENTORY AGREEMENT: FREE SALE**

Release for Free Sale is 24 hours before arrival. Company may book rooms until such time as Hotel notifies Company to cease booking rooms.

Free sale contract person or system:

Email: [stopsales@world-avenues.ch](mailto:stopsales@world-avenues.ch)

Reservations on Free Sale should be made to The Hotel du Collectionneur Arc de Triomphe Paris, Reservations Department, at phone number: +33 1 58 36 67 16, fax: +33 1 58 36 67 21 or e-mailed to [reservations@thegatecollection.com](mailto:reservations@thegatecollection.com). A confirmation number must be received from Hotel acknowledging receipt and confirmation of reservation.

**C- PAYMENT:**

- ☒ Company will remit full payment to Hotel before guest check in. Net Rates are net of your fee.

**D- PREFERRED PLACEMENT:**

The Company shall promote favorably The Hotel du Collectionneur Arc De Triomphe Paris room inventory and products online and offline. The company shall guarantee that, when selling online they will appear on the first page above the fold for the applicable destination search.

**E- BLACK OUT DATES:**

Hotel reserves the right to impose blackout dates at its sole direction. In such case, Hotel will honor all reservations for the blackout dates period, which were made prior to the notification of the black out, provided reservation are received 24 hours of the notification of the black out at Hotel.

Please note that the blackout dates may be added during the year at any time.

**F- RATE CONDITIONS:**

**Taxes:** All room rates quoted are net, non-commissionable, include the VAT at 10%. The percentages specified are subject to change by government regulation and may be payable by Company on the margin applied to the guest rooms over and above the room rate. The city tax is excluded and will be charge to the clients at check out time.

**Split season Rate:** For any reservation that begins in one season and overlap into another season during the guest's stay, the corresponding rate for each season will apply.

**Cancellation and no-show policy for individuals:** Any reservation can be charged or cancelled free of charge until 2 PM (Paris Local time) on the day prior to arrival. Any reservation changed or cancelled after 2PM (Paris Local Time) on the day prior to arrival will be billed on the basis of a one-night stay per room. No show will be billed on the basis of a one-night stay per room.

**G- ADDITIONAL TERMS AND CONDITIONS:**

**(a) UNAVAILABILITY OF ROOMS:** On occasions due to unanticipated circumstances, the Hotel may not have rooms available for all guests who wish to check-in on a particular night. While the Hotel will use reasonable efforts to avoid such situation impacting the Client, in the event any guest with a confirmed reservation cannot be accommodated by the Hotel, the Hotel will provide the following:

- Accommodations at a comparable hotel as close as possible, for the first night the guest is displaced from the Hotel.
- One complimentary round-trip ground transportation between the Hotel and the alternate hotel.
- The Hotel will make necessary arrangements for the displaced guest's telephone messages and mail to ensure that they are properly forwarded.
- The Client will receive credit for any guests displaced toward its pick up for purposes of this agreement.
- If a room becomes available at the Hotel for the displaced guest and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.
- When a room becomes available at the Hotel and the displaced guest returns, the Hotel will provide upgraded accommodations if available and provide the guest with a welcome expression from the General Manager.

**(b) TAX AND OTHER CHANGES:** Hotel reserves the right to change the rates in case of changes in applicable government taxes, fees or assessments as well as any changes in applicable labor or service charges or fees. Following the legal deliberation of the Council of the City of Paris dated February 13th, 2015, the increase of local taxes has been voted. From March 1st 2015, it is €3.3 per night per person.

**(c) RATES NOT APPLICABLE TO GROUP BOOKINGS.** Rates are applicable only for individual bookings. Conference and Group rates may vary based on the hotel availability for the required period.

**(d) CONFIDENTIALITY.** Partner will not disclose Hotel Confidential Information to any third party (except with respect to contractors or travel agents providing travel management services to Partner who have signed agreements requiring them to keep the Hotel Confidential Information confidential and to not use or disclose it to third parties or for their own benefit). "Hotel Confidential Information" shall include Hotel's non-published, prospective and current service offerings and rates.

**(e) TERMINATION:** Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party.

**(f) JURISDICTION AND GOVERNING LAW:** Legal disputes in relation to the interpretation or use of this Agreement shall be settled before the courts in the city and country where the Hotel is located (or the closest available) and the laws of the country where the Hotel is located shall be the governing law.

**(g) MISCELLANEOUS:** Except for an assignment to any parent corporation, subsidiary or successors-in-interest to either party (excluding competitors of the other party), neither party may assign any rights, duties, obligations or privileges under this Agreement without the written consent of the other party.

This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or representations, whether oral or written, pertaining to the content hereof and may not be amended except by a written document signed by all parties. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon any party unless made in writing and signed by all parties. The parties agree that for purposes of this Agreement and any amendment or modification thereto, or for any other notice



or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as original signature by the party signing. For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement. A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement, or to exercise any option which is hereby provided, or to require at any time performance of the provisions hereof, shall in no way be construed a waiver of, nor preclude the exercise of, any of the provisions of this Agreement. The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.



**Execution and Acceptance:** Please confirm your acceptance of these terms and conditions by completing the section below.

**World Avenues**  
14 rue Ferrier  
1202 Genève

By: Sara Abdalwahed  
Contracting Agent  
World Avenues S.A.  
Date: 09.09.2018

Signature with Company Stamp:

**Societe Immobiliere Et Hoteliere Du Parc Monceau d.b.a.**  
**L'Hotel Du Collectionneur Arc De Triomphe Paris**  
51 – 57 rue de Courcelles  
75008 Paris  
France

By Quentin Rouanet, Area Director of Sales & Marketing  
Laura, sales manager

Date: 5/2/19

Signature with Company Stamp:

Zeitoun

**CONTACT INFORMATION**

**Individual Reservations Contact (from 1 to 9 rooms)**

Phone: +33 1 58 36 67 16  
Fax: +33 1 58 36 67 21  
Email: [reservations@thegatecollection.com](mailto:reservations@thegatecollection.com)

**Sales Contact in charge of Leisure Market**

Name: Laura Zeitoun  
Title: Leisure - Sales Manager  
Phone: 01. 58.36.57.41  
Email: [laura.zeitoun@thegatecollection.com](mailto:laura.zeitoun@thegatecollection.com)

**Sales Contact in charge of your account**

Name: Joseph Ghattas  
Title: Director of Sales  
Phone: +33 1 58 36 57 36  
Email: [joseph.ghattas@thegatecollection.com](mailto:joseph.ghattas@thegatecollection.com)

**Billing Contact**

Name: Mélanie Lefebvre  
Title: Agencies, Corporates and Individuals Account Receivable  
Tel: + 33 1 58 36 68 11  
Fax: + 33 1 58 36 67 3  
Email: [melanie.lefebvre@thegatecollection.com](mailto:melanie.lefebvre@thegatecollection.com)