



AMENDMENT CONTRACT AGREEMENT 2018/2019



WORLD AVENUE SA
Rue Ferrier 14
CH-1202 Geneva
Switzerland

Contact : Alaa Huseen
contracting2@world-avenues.ch

HÔTEL WEST-END ****
31 Promenade des Anglais
06 000 Nice

Contact : Françoise Di Mattei
revenue@3ahotels.com Tel +33 (0)4.97.20.25.21
Reservation : Laura
westend@3ahotels.com Tel +33 (0)4.97.20.25.27

Article 1 - RATES

Rates 2018/2019		Low Season	PROMOTION -10%	Middle Season	PROMOTION -15%	High Season	PROMOTION -10%	
Nets rates in Euros		01/11/18 - 31/03/19	01/11/18 - 03/03/19	01/04/19 - 02/06/19	01/04/19 - 18/04/19	03/06/19 - 15/09/19	03/06/19 - 20/06/19	
Per room, per night		21/10/19 - 31/10/19		16/09/19 - 20/10/19	03/10/19 - 20/10/19			
Breakfast included			Not available on fair dates		Not available on fair dates		Not available on fair dates	
Classic Room city view		All days		Week	Week-end*	Week	Week-end*	
Single / double (2 person max)	Rates Exc. VAT Rates Inc. VAT	80,91 € 89,00 €	72,82 € 80,10 €	148,18 € 163,00 €	164,55 € 181,00 €	125,95 € 138,55 €	139,86 € 153,85 €	180,91 € 199,00 €
Privilege Room city view		All days		Week	Week-end*	Week	Week-end*	
Single / double (2 person max)	Rates Exc. VAT Rates Inc. VAT	87,27 € 96,00 €	78,55 € 86,40 €	168,18 € 185,00 €	181,82 € 200,00 €	142,95 € 157,25 €	154,55 € 170,00 €	215,45 € 237,00 €
Superior Room sea view		All days		Week	Week-end*	Week	Week-end*	
Single / double (2 person max)	Rates Exc. VAT Rates Inc. VAT	107,27 € 118,00 €	96,55 € 106,20 €	215,45 € 237,00 €	221,82 € 244,00 €	183,14 € 201,45 €	188,55 € 207,40 €	262,73 € 289,00 €
Week-End*		Friday + Saturday						

OTHER INFORMATION	
City Tax	Supplement from November 1st 2018 to March 31st 2019 : 2 € per adult and per day From April 1st 2019 to September 30th 2019 : 2,25 € per adult and per day From October 1st 2019 to October 31st 2019 : 2 € per adult and per day Subject to increase by Government or City by-law
Promotions	Any promotion mentioned in this contract may be stop at any time. The agency will be kept informed by mail of any request of closure.
PRIVATE BEACH Blue Beach May to October	Package at 20€ per per person per day (including mattress, umbrella & beach towel), to be confirm for 2019 season Upon availability and weather conditions
Parking	22 € / 24h - on request upon availability
CHILD from 0 to 11 years old included	Child free on room & breakfast basis - sharing 2 adults room It is mandatory to mention number of persons and childs' age at time of reservation.
Half board 3 courses menu without beverage	25 € per person and per meal except December 24th & 31st, February 14th - other dates will be communicated later if necessary
Continental breakfast	Served in room - 8€ per person and per day
Small Pets	On request, after confirmation from the hotel, 18 € per day, food not included
Rates with 10% of VAT included (TTC) The VAT rate is subject to change in case of a government decision and may involve a modification of rates	

Above mentioned rates are valid up to 5 rooms. For more rooms, it will be considered as a group reservation and group conditions will apply.

IMPORTANT NOTICE :

All guests arrival which do not correspond to the number of guest on the initial reservation will be denied.

In case of room type difference between the confirmation received by the hotel and the guest voucher, room type allocated to guests will be room type confirmed by this contract signatory.

Article 2 - VALIDITY

The contract is effective once Hotel WEST-END receives the two original samples signed by the agency and the hotel. Rates mentioned are valid from 01.11.2018 to 31.10.2019.

This contract cancels and replaces all preceding contract. Contracts are renegotiated every year and are not subject to tacit renewal.

**Article 3 - RESERVATIONS**

Reservations have to be done directly with the hotel.

Article 4 - ALLOTTEMENTS

PERIOD	NUMBER AND TYPE OF ROOM	RELEASE
LOW SEASON	FREE SALE	D-1
MIDDLE SEASON	FREE SALE	D-14
HIGH SEASON	FREE SALE	D-21
FAIR DATES	ON REQUEST	ON REQUEST

In case of the hotel would give an allotment of rooms to its partners, it must ensure reservation of at least 50% of this allotment during the first six month of validity of contract.

If this is not the case, the hotel reserves the right to review the allotment granted during the contract period

Allotment have to be imperatively sold before free sale. In case of request of stop sales, allotment and free sale have to be closed

In case of cancellation of a reservation after sending a stop sale the agency cannot resell without prior authorization from the hotel.

Article 5 - VOUCHER

They must be delivered to the reception desk. No photocopies of vouchers will be accepted.

The agency is fully responsible for the use of vouchers issued on behalf of WEST-END

In any case, the WEST-END will not be held responsible for any dispute relative to the indicated rate on voucher.

Article 6 - PAIEMENT CONDITIONS

The hotel will send the invoice with a copy of the voucher to the agency. The agency will pay the hotel directly to 30 days from date of issue of invoice.

Bank charges are the responsibility of the agency.

Any service not mentioned on the voucher will be set up by the customer (telephone, meals, mini bar, laundry and beach. ...).

In case of non-payment or late payment of more than 15 days of the invoice, the agency will owe late penalties: The Banque de France raise of 5 % per month.

Pursuant to Article 121-II of Law No. 2012-387 - 22 March 2012, lump sum for recovery costs is due to the creditor in case of late payment. Compensation is set at 40€ by the Decree No. 2012-1115 - October 2, 2012

Article 7 - BANKS DETAILS

Domiciliation	Code Banque	Code Guichet	N° compte	Clé
SOCIETE GENERALE	30003	03764	00020075192	18

SOGEFRPP	FR76	3000	3037	6400	0200	7519	218
----------	------	------	------	------	------	------	-----

Article 8 - PROMOTION

The agency is committed to promoting the hotel. All elements relating to the promotion of the hotel will be subject to the approval of the hotel before publication.

This contract will be signed and returned by the hotel to the agency upon receipt and acceptance of said contract by the hotel.

The hotel reserves the right to launch a promotion of direct sales in the event of large supplies.

Distribution Channels: The hotel must be informed of all channels of distribution used without prior consent of the hotel. No change or addition of support will not be accepted.

Promotions and special offers are not cumulatives.

Article 9 - CHANNEL MANAGER CONNECTION

In case of direct connection request via the channel manager, any setup / connection fees will be charged to the agency.



Article 10 - RATES & RESALE

RATES

These special Tour Operator rates are:

- Net of all commission
- Exclusively valid throughout the validity of this contract excluding close out date
- Only applicable to the number of rooms on allotment and categories specified on the grid of Tour Operator rates appended to the contract.
- For any requests on room categories that are not specified on this grid, a commission of 10% will be granted on public rate

RESALE

These special Tour Operator rates are exclusively intended for « business to business » use.

Consequently, these net Tour Operator rates must be used in the context of a re-sale with a professional in the tourist industry (such as a travel agency), necessarily implying the application of respective and successive financial margins and cannot be seen by the end-consumer on Internet.

The signatory of this contract must be an intermediary on the professional tourism industry and therefore cannot use these rates as part of a re-sale to a website publishing prices visible to end-consumer.

In case of non respect of the rule & discovery of any publication available on web site, HOTEL reserves the right not to honour the reservations concerned and to claim a refund equal to the rate per night sold X 10. Tests will be made regularly by the hotel to the several websites involved.

In case of non-respect of this clause, the hotel also reserves the right to end this present contract with immediate effect, by means of a Registered Letter with Request for Acknowledgement of Receipt.

It is planned between the parts, and the signatory commits to it formally and expressly, that all the effective sales by the signatory via internet must be made with a minimal additional margin of 20 % with compared to the rate you benefits

In case of the non-respect of this measure, imperative for the hotel because of the necessity to control as its rate as its image, the signatory will be obliged, as damage and interests, of a sum already fixed at ten times the difference between the rate which should have been applied to the minimum and the rate which will have been applied below 30 % by it Signatory, multiplied by the number of overnight stays.

This decision is of automatic application

Besides, this (negligence) of the signatory in its contractual obligations can entail, according to the hotel, the immediate resiliation and without any compensation nor advance notice of the present contract.

Article 11 – CANCELLATIONS / NO SHOW / ANTICIPATED DEPARTURE

Cancellations

Low Season

Cancellations have to be done directly with the Hotel at least 24 hours prior date of arrival.

In case of cancellation less than 24 hours prior arrival, the Hotel WEST-END will charge the equivalent of 1 night to the agency.

(From 4 pm, local time & D-1)

Mid Season

Cancellations have to be done directly with the Hotel at least 72 hours prior date of arrival.

In case of cancellation less than 72 hours prior arrival, the Hotel WEST-END will charge the equivalent of 1 night to the agency.

(From 4 pm, local time & D-3)

High Season

Cancellations have to be done directly with the Hotel at least 7 days prior date of arrival.

In case of cancellation less than 7 days prior arrival, the Hotel WEST-END will charge the equivalent of 50% of stay to the agency.

(From 4 pm, local time & D-7)

Cancellation Fair Dates

Cancellations must be done directly with the hotel at the latest 30 days prior the client arrival.

In case of cancellation before 30 days prior the client arrival date, the hotel WEST-END will charge the equivalent of the entire stay to the agency

In case of No show or early departure, the hotel WEST-END will charge the equivalent of the entire stay to the agency.

(From 4 pm, local time & D-30)

No-show

There is no-show when the client does not show up at the hotel and that the cancellation conditions above are not respected.

In case of no-show:

Hotel WEST-END will charge the equivalent of 1 night to the agency in low season.

Hotel WEST-END will charge the equivalent of 1 night to the agency in mid season.

Hotel WEST-END will charge the equivalent of the entire stay to the agency in high season.

Anticipated departure

when the client or the agency changes the length of stay less than 24 hours prior arrival or during guest stay.

In this case the Hotel WEST-END will charge 50 % of the remaining nights to the agency.



Article 12 - LEGAL PROCESS

Express agreement between the parties for all disputes relating to the implementation or interpretation of this contract, the courts of the jurisdiction of Paris shall have exclusive jurisdiction and only the French law will apply. Any disputes must be reported in writing directly to the hotel within 21 days from the date of stay

Article 13 - EARLY TERMINATION

In case of default by one or the other party of any of its contractual obligations, this contract will be automatically terminated after notice by registered letter with acknowledgment of receipt was unsuccessful during a period 8 days. Current reservations will be canceled as a result.

Article 14 - FAIRS DATES & CLOSE OUT DATES

FAIRS DATES	CONGRESS / EVENTS	FAIRS SUPPLEMENT PER ROOM PER NIGHT
Novembre 2018 from 2nd to 3rd included	Marathon	+20 €
Novembre 2018 from 27th to 29th included	JFN	+20 €
December 2018 from 28th to 31st included	NYE	+50 €
From January 30th to February 1st 2019 included	ORL	+30 €
February 2019 from 15th to 16th included	Carnival weekend	no
February 2019 from 22nd to 23rd included	Carnival weekend	no
February 2019 from 25th to 28th included	GFSI	+20 €
March 2019 from 1st to 2nd included	Carnival weekend	no
March 2019 from 8th to 9th included	Paris-Nice	no
March 2019 from 11th to 14th included	MIPIM	+20 €
March 2019 from 19th to 22nd included	WAIC	+20 €
April 2019 from 19th to 21st included	Pâques	no
May 2019 from 11th to 15th included	TM Forum	+30 €
May 2019 from 27th to 31st included	E-MSR	+30 €
From May 30th to June 1st 2019	Ascension	+30 €
June 2019 : 9th + 12th + 19th + 22nd + July 2019 6th	FIFA	no
June 2019 from 12th to 15th	SOE	no
June 2019 from 21st to 23rd included	IRON MAN	no
September 2019 from 5th to 9th included	IRON MAN 70.3	+30 €
September 2019 from 22nd to 25th included	MDS	+50 €
October 2019 from 21st to 24th	ACM	+20 €

DATES FERMEES	CONGRES EVENEMENTS
May 2019 from 24th to 26th included	Grand prix de Monaco

All dates inclusives / Allotement not valid on these dates

BEWARE: at the contract signing date, all events and dates have not been communicated to us. If necessary an updated calendar will be send to you in order to adapt the rates and allotments.

Article 15 - SIGNATURE

WORLD AVENUE SA
Represented by : Ms. Alaa Huseen
Fonction : Contracting Agent
Date: 20.08.2018

Signature *Alaa Huseen*



HOTEL WEST-END
Represented by : Jean-François RICHOMME
Fonction: CEO
Date :

Signature