



## SINA HOTELS

### FIT AGREEMENT 2017/2018

#### TOUR OPERATOR: WORLD AVENUES SA TRAVEL SERVICES

ADDRESS: 14, Rue Ferrier – 1202 Genève - CH

TELEPHONE: +41 22 9069400 FAX: +41 22 9069410

CONTACT: Amira Elbatal

**SINA VILLA MEDICI** Via il Prato, 42 – 50123 Firenze Ph. +39 055 277171

**SINA BERNINI BRISTOL** Piazza Barberini, 23 – 00187 Roma Ph. +39 06 488931

**SINA CENTURION PALACE** Dorsoduro, 173 – 30123 Venezia Ph. +39 041 34281

**SINA THE GRAY** Via San Raffele, 6 – 20121 Milano Ph. +39 02 7208951

### 1. GENERAL FIT TERMS & CONDITIONS

**NET RATES:** contracted rates are inclusive of current Vat 10% and buffet breakfast. The Hotel reserves the right to adjust the rates should VAT percentage be increased by law. City tax not included and to be paid from guest at time of check-out. Rates and availability are subject to Hotel's blackout dates, available upon request. They are to be considered as strictly confidential and are exclusively dedicated to BtoB off line distribution after a minimum mark up of 25% on contracted rate. All rates quoted herein are applicable to FIT leisure packaged travel, not for business travel or group travel-oriented channels. The TO is not authorized to release the rates to any other individual or entity, including but not limited to, internet booking/electronic distribution systems, except as and to the extent specifically authorized by the Hotel from time to time and subject to their sole and absolute discretion to terminate with immediate effect any prior authorizations. The TO may not offer these rates as room-only / unbundled bookings in any manner.

**DISTRIBUTION:** The distribution on BtoC channels is forbidden on any direct website, nor may the rates be given to third parties for online selling (see attached list). In case of lack of observance of this clause the TO, directly or indirectly responsible (through other distributors) will be charged for a penalty of Euro 200 in addition to the cancellation fees if requested by the online channel. The third violation during the contract validity will imply the immediate unilateral termination of the agreement. Within 24 hours from the notification the TO is obliged to suspend the distribution on its channels until it is resolved. The Hotel may immediately suspend to the TO the access to any rates at the time any violation is identified and the TO is notified. If the violation remains unsolved or is not resolved to the Hotel's satisfaction within 48 hours from the notification the Hotel is entitled to treat this as a material breach of this Agreement, without incurring any liability for contracted rooms and contracted rates.

**OPAQUE OFFER:** whereas the Hotel agrees to an opaque initiative with the TO, it is responsibility of the TO to make guest rooms available to the end-user guest only as part of a package, meaning coupled at least one other substantial travel component of material value. For the avoidance of doubt, under no circumstances may guest rooms made available through the Agreement be booked by guest through direct Channels or through B2B contractors on a retail website in a room-only or unbundled manner. The TO will not permit any of its Channels or B2B contractors to:

- Make guest rooms available to the end-user guest as an unpackaged, room only product;
- Market guest rooms as an unpackaged, room-only product on on-line channels, or any other interactive channels including mobile devices that the end-user guest can access, this includes but it is not limited to Online Travel Agents, Opaque Sites, Group Buying, Flash Sales, Social Commerce and Daily Deals sites and applications;
- Make guest rooms not available through any GDS
- Disclose to the end-user guest the contracted net rate provided by the Hotel

**PUBLICATION:** all Hotel information provided by the Hotel must be reproduced without changes. The TO must provide the Hotel with copies of any distributed content at points of sale upon request. Before printing a brochure or uploading the web pages regarding Sina Hotels the TO should send to Sina Hotels a draft for the approval regarding texts and images.

**FLEXIBLE RATES:** if at any time the TO finds the flexible rate published on the hotel's website lower than the contracted rate the TO is authorized to use this flexible rate subjected to 20% commission. The rates are for individual reservations (max 5 rooms), special conditions apply to group requests.

**INDIVIDUAL BOOKINGS:** all reservations shall be made by the TO to the hotel in writing by facsimile, registered mail or e-mail, at the time of booking, meaning immediately after the TO has received the booking confirmation.

**FREE SALE:** whereas the Hotel authorizes to TO with a sell and report system, the Hotel will notify the TO with close out dates, in writing, by email or facsimile and will not manage any extranet system. Any reservation made prior to an availability change as detailed must be reported and confirmed to the Hotel within 24 hours of the availability change notification. Hotel has no obligation to honour any reservation reported outside the 24 hour timeframe. Same day reservations are strictly on request. The Hotel may, at its sole discretion, terminate the sale and report system, should payment of any invoice submitted remain outstanding for the period of thirty (30) days or more, without prejudice to the right of the Hotel to take other action arising out the non-payment of said invoice. Notice of the a.m. termination shall be given to the TO by facsimile or registered mail or email to take effect immediately.

**STOP SALES AND RELOCATIONS:** The hotel reserves the right to stop sale at any time and for any period. In case of overbooking, the hotel reserves the right to rebook guests in a similar hotel of minimum the same category, regardless if the booked hotel is featured in the TO's programme or not.

**CHECK-IN / CHECK-OUT TIMES:** check-in time is 14:00 hrs, check-out time is 12:00 hrs. Early check-in (08:00 – 14:00 hrs) and late check-out (12:00 – 18:00 hrs) will be charged at 50% of the booked rate (BB basis) valid upon availability. Early check-in before 08:00 hrs and late check-out after 18:00 hrs will be charged 100% of the booked rate (BB basis) valid upon availability.

## 2. INVOICES AND PAYMENTS

**INVOICE:** the TO can choose to receive the invoice by mail or by email, in this case an official email address is requested.

*Please write the e-mail address:*

**VAT ID NUMBER:** \_\_\_\_\_

**PAYMENT:** the TO shall supply the hotel prior to the arrival of the clients or the clients upon arrival with a voucher stating the name of the clients, their date of arrival and departure. Any extra service will be settled by the clients upon departure. The TO upon receipt of an invoice form from the Hotel shall make all payment directly to hotel's bank account, in Euro, within 30 days from the date of the invoice. A valid credit card number along with the credit card holder's name is required. The TO authorizes the Hotel to charge the credit card in case of no show, late cancellation or delay on payments. The attached form has to be filled and signed to validate the agreement. Any delay on payments, after the fixed date, will be subject to legal default interests as per the legislative decree number 231 of 09.10.2002 "Implementation of the Directive 2000/35/EC on disputes relating to late payments in commercial transactions".

**DISPUTED INVOICES:** any dispute over an invoice shall be transmitted within 15 days from receipt and shall not delay the payment of undisputed invoices or any undisputed amount of the disputed invoice. Any dispute or difference arising out of this agreement shall be settled by litigation exclusively before the Court of Florence.

**SUSPENSIONS OF OBLIGATIONS:** if acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

**TERMINATION OF CONTRACT:** in case of either party not respecting the conditions of this contract, the other party has the right to cancel the agreement with immediate effect by facsimile or registered mail. Upon termination of the Agreement both parties agree to continue to honor the terms of the Agreement with respect to any booking made prior to the termination date for dates following the termination date, unless termination occurred due to a monetary breach. The undersigned or a delegate representative only may modify the terms and conditions of this contract.

**VALIDITY:** this Agreement is subject to all the terms and conditions above indicated and set forth on the Hotel rates sheet. This Agreement and the rates sheet constitute the entire agreement between the TO and the Hotel and may not be amended or changed unless done so in writing and signed from both parties. The persons signing below agree that they are authorized representatives of the above indicated TO who have authority to enter into this Agreement. This Agreement will not be valid and enforceable until a signed copy is returned to the Hotel and the term of the Agreement shall be on 31<sup>st</sup> October 2018.

Signed for the TO:

Name:

Title:

Date:

## ADDENDUM TO THE COOPERATION CONTRACT

The Tour Operator declares that, in observance of the cooperation contract with SINA Hotels, will not do trade or sell at the conditions agreed to the following websites:

- otel.com
- atrapalo.it
- hotelopia.com
- easyclicktravel.com
- hotelpronto.com
- atlaschoice.com
- quickrooms.com
- logitravel.com
- olotel.com
- dhr.com
- skoosh.com
- hotel4you.com
- reservatravel.com
- vivastay.com
- travelrepublic.com
- tripsta.com
- onhotels.com
- travelpack.com
- clever-hotels.com
- amoma.com
- 4youtravel.com
- Total stay.com

Signed for the TO: World Avenues Switzerland

Name:

Amira ElBatal

Title:

Contracting agent

Date:

31.07.2017

