



Framework Agreement

Validity of the Agreement: 01 May 2017 – 31 December 2017

between

Hotel name: Dorint Maison Messmer and **Company name:** World Avenues SA- Travel Services

Travel Agent contact data:

Contact person:	Amira Elbatal
Address:	14, Rue Ferrier
Postcode / Town:	CH-1202 Geneva
Country:	Switzerland
Contact person's e-mail:	de3@world-avenues.ch
E-mail booking stops:	No allotment – work on request
Tel.:	+202 27296770
Fax:	+202 27296771
Website:	www.world-avenues.com

Hotel contact data:

Contact person:	Kimberly Herbst
Address:	Werderstrasse 1
Postcode / Town:	76530 Baden-Baden
Country:	Germany
Contact person's e-mail:	kimberly.herbst@dorint.com
E-mail booking stops:	No allotment – work on request
Tel.:	+49 7221 3012 814
Fax:	+49 7221 3012 100
Website:	www.http://hotel-baden-baden.dorint.com

1. Rates 2017

- All rates are Net. and per room per night (in EUR) including value added tax.
- Dorint reserves the right to adapt these rates to accommodate any increase in value added tax.
- These rates are IT (individual traveller) rates and are not open to further commissioning.
- The rates are inclusive of:
 - Taxes (including value added tax) | Breakfast (Split EUR 8,00) per person and day | Free WLAN | Admission to the wellness area and gym | One bottle of water in the room upon time of arrival
- The rates are exclusive of:
 - City tax (EUR 3.80) per person/day
 - Half Board (EUR 40.00) per person/day

	Season Low		Season Medium		Season High	
	From	To	From	To	From	To
	01.01.2017	24.01.2017	25.01.2017	28.01.2017	07.04.2017	17.04.2017
	29.01.2017	15.03.2017	16.03.2017	18.03.2017	26.04.2017	29.04.2017
	19.03.2017	06.04.2017	18.04.2017	25.04.2017	04.05.2017	06.05.2017
	05.11.2017	21.12.2017	30.04.2017	03.05.2017	01.06.2017	05.06.2017
			07.05.2017	31.05.2017	30.06.2017	16.09.2017
			06.06.2017	29.06.2017	29.12.2017	31.12.2017
			17.09.2017	04.11.2017		
			22.12.2017	28.12.2017		
Allotment:	On Request		On Request		On Request	
Room types:	DBL	SGL	DBL	SGL	DBL	SGL
Standard Room (max. 2 pax)	199,20	159,20	223,20	183,20	247,20	207,20
Comfort Room (max. 2 pax)	207,20	167,20	231,20	191,20	255,20	215,20
Superior Room (max. 3 pax)	223,20	183,20	247,20	207,20	271,20	231,20
Junior Suite (max. 3 pax)	431,20*	431,20*	431,20*	431,20*	431,20*	431,20*
Comfort Suite (max. 3 pax)	832,00*	832,00*	832,00*	832,00*	832,00*	832,00*
Superior Suite (max. 4 pax)	912,20*	912,20*	912,20*	912,20*	912,20*	912,20*
Deluxe Suite (max. 5 pax)	1.200,00*	1200,00*	1200,00*	1200,00*	1200,00*	1200,00*
Penthouse Suite (max. 6 pax)	2.000,00*	2000,00*	2000,00*	2000,00*	2000,00*	2000,00*

3. Close out dates

[22.10.2017 – 24.10.2017]

4. Booking modalities

- All bookings and booking enquiries shall be addressed directly to the hotel. The e-mail address is: reservierung.maison-messmer@dorint.com. Requests will be confirmed by the hotel within 24 hours, with the exception of weekends and on public holidays.
- When so requested by the travel agent, the hotel will provide the necessary photographic images required for the production of catalogues and web pages. The tour operator guarantees that the catalogue and/or web pages will be submitted to the hotel prior to publication for checking, correction and release. The hotel shall receive an original copy of the catalogue. Moreover, the appropriate provisions of the General Terms and Conditions of the Neue Dorint GmbH shall solely apply for all photographic images made available by Dorint.
- This Framework Agreement applies solely to individual bookings. Other rates and conditions apply for group enquiries.
- As soon as the hotel informs the travel agent of excluded dates, the travel agent agrees not to make any further bookings for the period stipulated.
- The currency of the Agreement is EUR.

General Terms and Conditions of the Neue Dorint GmbH, Cologne, for Tour Operator Agreements

§ 1 Applicability / Realisation of Agreements

The Agreement Partner (AP) shall relate to the End User (EU) and the Neue Dorint GmbH (NDG) in the capacity of a Tour Operator (TO). Subject to the availability of the overnight accommodation or the event services, the Agreement reached when these are booked shall be exclusively between the TO and the NDG.

The TO is subject to §§ 651a ff. of the German Civil Code (BGB) relating to travel contract law.

§ 2 Services provided by the NDG

The NDG shall provide those contractual services vis-à-vis the EU which are stipulated in the respective Framework Agreement with the TO. Any extension of or alteration to the services the NDG is obliged to provide to the AP as TO must be agreed in writing. Services provided by the NDG directly to the EU, and which are not listed in the respective Framework Agreement, shall be agreed and invoiced directly between the NDG and the EU.

§ 3 Provision of rooms, check-in and check-out

The TO and/or the respective EU shall have no right to the provision of specified rooms. Rooms booked shall be made available to the EU at the earliest from 3:00 p.m. on the agreed day of arrival. Country cottages and/or apartments booked shall be available at the earliest from 5:00 p.m. on the agreed day of arrival. Insofar as not otherwise agreed in writing, the EU shall have no entitlement to earlier provision of their accommodation.

Rooms must be cleared and made available to the hotel by 12:00 noon at the latest on the agreed date of departure. Country cottages and/or apartments must be made available to the hotel by 10:00 a.m. at the latest on the agreed date of departure.

§ 4 Liability

4.1 The NDG is liable vis-à-vis the TO with the due diligence of a prudent business agent for its obligations arising from the Agreement. This applies in particular when accommodation and catering provisions are not in line with the agreed standard or when a guest cannot be accommodated as booked for reasons that lie within the responsibility of the NDG. In cases such as the latter, the NDG shall, in coordination with the TO, provide alternative accommodation of a similar or superior standard and refund the TO for all extra costs arising from that substitute accommodation.

4.2 The liability of the NDG in terms of 4.1 is limited to wilful or grossly negligent conduct. As an exception to this, the NDG shall be liable for damages caused by slight negligence, inasmuch as these result from breach of essential contractual duties or involve injury to life, limb or health. In the case of damages resulting from breach of essential contractual duties, the liability shall be limited to typical damages as may be foreseeable for such contract situations. Liability on the part of the NDG for consequential or incidental damages is excluded. The same such exclusion of liability shall apply for legal representatives and/or vicarious agents of the NDG.

4.3 In the case of faults or inadequacies arising in terms of 4.1, the NDG shall first be given the opportunity, having received notification thereof or on prompt complaint having been lodged by the TO, to remedy the same. The TO is under obligation to undertake all that may be reasonably be expected of them to remedy the fault and minimise the damages, and to give the NDG immediate notification of all faults or damages.

4.4 The NDG is likewise liable to provide compensation to the TO for damages incurred by the TO due to a breach of contractual duties on the part of the NDG vis-à-vis guests. The limitation of liability in terms of 4.2 of this Agreement shall hereby apply. In the case of such damages occurring, the NDG shall first be given the opportunity to find a remedy in terms of 4.3 of this Agreement. In cases of damages to items brought into the hotel by the EU, the NDG shall release the TO in accordance with the legal provisions of § 701 of the German Civil Code up to a maximum sum of EUR 3,500. For monies, securities and valuables, the sum of EUR 800 shall replace the sum of EUR 3,500. Storage of such items in the hotel or room safe is recommended in all cases and at all times.

§ 5 Use of photographic images and other information

The photographic and text material as edited by the NDG is made available to the AP for their simple and non-exclusive use. The copyright descriptions as given by the NDG shall be observed. The AP is entitled to use the photographic and text files in the context of their own catalogue or internet presence. The photo images may only be used for directly promoting Dorint Hotels & Resorts. On the part of the AP, the photos may only be transmitted to third parties who likewise shall use the photographic material for directly promoting Dorint Hotels & Resorts and who are contractually bound with the AP to that end. The AP shall ensure that any such third party shall likewise comply with the prescribed copyright descriptions and in their turn shall only forward the photographic material for the purposes described herein. Any further or other use shall require the prior express agreement of the NDG in writing. Should a prescribed copyright description be omitted, use above and beyond the aforementioned purposes be made, or transmission to third parties be undertaken, the AP shall release the NDG on first demand from all third-party claims including costs attendant upon legal proceedings relating to the use and application of the material entrusted to the AP.

§ 6 Alterations to these contractual conditions

The NDG reserves the right at any time to alter or add to these General Terms and Conditions. The AP shall be given timely notification of all such alterations and/or additions. Should no objection be lodged, these General Terms and Conditions shall become valid with effect from the notified date. Should the AP not accept the alterations, the NDG is entitled to terminate the Agreement with the AP.

§ 7 Period of validity

The respective Tour Operator Agreements shall end automatically on expiry of the agreed period of time and/or validity without special notice of termination being necessitated.

§ 8 Termination

Given good reason, both parties are entitled to terminate the respective Framework Agreement without prior notice. In the case of such termination, the NDG is under obligation to make available to the AP and for the use of the EU all such room allocations as had been sold to and already paid by the AP up to the date of termination. In the event of termination being made by the NDG for compelling reasons which lie within the responsibility of the AP, the said AP shall herewith already release the NDG from all demands which the EU may make.

§ 9 Final provisions

1. Amendments or supplements to the Agreement, to the acceptance proposal or to these General Terms and Conditions shall be submitted in writing. Unilateral amendments or supplements on the part of the AP are invalid.

2. The exclusive court of jurisdiction for commercial transactions shall be Cologne. Insofar as any AP shall fulfil the conditions of § 38 Paragraph 2 of the Code of Civil Procedure (ZPO) and have no general place of jurisdiction within Germany, the place of jurisdiction shall be the same as the head office of the NDG.

3. German law shall be exclusively applicable.

4. In the event of individual provisions of these General Terms and Conditions being or becoming ineffective or void, the validity of the remaining provisions hereof shall in no way be affected. Moreover, statutory provisions shall apply.

4. Payment modalities

- These non-commissionable rates are net FIT rates in EUR and apply per room per night.
- The rates must be paid in EUR.
- Dorint shall invoice the Agreement Partner with the net rates. These must be prepaid to Dorint by the Agreement Partner before arrival after invoicing.
- If Dorint haven't received the deposit latest 1 week before arrival, we are able to cancel the whole reservation.
- Payment shall be made by credit card or to the following account:

Name of bank:	Deutsche Bank AG
Name of account holder:	Neue Dorint GmbH
IBAN:	DE90 5007 0010 0095 4420 20
BIC:	DEUTDEFFXXX

5. Further agreements

Booking cancellation / No show policy

- Rooms may be cancelled until 3 days before arrival.
- In case of a "No show" or cancellation 72 hours before arrival, 90% of the first night will be invoiced for standard, comfort and superior rooms – 90% of the entire stay will be invoiced for suites and penthouse suite

Extra Beds

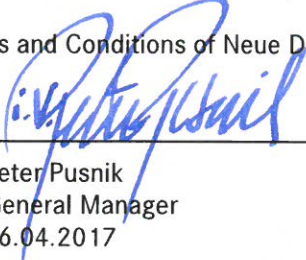
- Extra bed for children (0 years to 5 years) is free of charge including breakfast when sharing parents bed.
- Extra beds for children (6 years to 11 years) will be invoiced with EUR 50,- per bed/night including breakfast
- Extra beds for adults (from 12 years) will be invoiced with EUR 80,- per bed/night excluding breakfast
- Extra beds are only possible in Superior Rooms or Suites

Check-in / Check-out

- Earliest check-in time is: 3:00 p.m.
- Latest check-out time is: 12:00 noon
- Subject to availability, early check-in and late check-out are both possible. This must be confirmed in writing by the hotel on a case-to-case basis and will be charged with early check-in and late check-out fee.

6. General Terms and Conditions

The General Terms and Conditions of Neue Dorint GmbH for Tour Operator Agreements shall apply.


Name: Peter Pusnik
Title: General Manager
Date: 26.04.2017


Name: Amira Elbatal
Title: Contracting Agent
Date: 30.04.2017


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