HÔTEL DE CRILLON 3 BOSEWOOD HOTEL

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2019 FIT WHOLESALE NET RATES AGREEMENT

Between

Hôtel de Crillon, A Rosewood Hotel C.Hotel

> 10, place de la Concorde 75008, Paris FRANCE Tel: 01 44 71 15 00

(Herein referred to as "The Hotel")

AND

World Avenues SA - Travel Services

14, rue Ferrier CH-1202 Geneva SWITZERLAND

Phone: +41 22 906 94 00 Fax: +41 22 906 94 10

Saturday and Sunday: +202 272 73470 E-mail/MSN: amel@world-avenues.ch

AGREEMENT PERIOD – January 1st, 2019 through December 31st, 2019

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ROLLE:

CONDITIONS OF USE

- This agreement is valid from 1st January 2019 until 31st December 2019 and is based on a minimum of 100 room nights annually. A quarterly review of production will be undertaken by the hotel to check World Avenues SA are using their rate.
- All rates in this agreement are quoted in local currency (EUR) per room per night and are inclusive of VAT and Continental breakfast. The Hotel reserves the right to amend the rates to reflect any change in rates as a result of change in Value Added Tax. City tax not included.
- These rates are for the use of bona fide customers travelling on an individual basis and are not applicable to groups (5 rooms and above).
- The rates quoted in this agreement are for use of holiday packages to include other elements such as fares of selected airline partners and ground transportation. Thus, the base room rates should not be exposed directly to the consumer in any form of publication including consumer internet website or Global Distribution System.

This applies whether sold either directly or via a secondary agent (vendor, wholesaler, distributor) in which event the contracted Operator is deemed responsible for the selling practices of the secondary agents.

The Hotel reserves the right to terminate this contract with immediate effect if any of these terms are not adhered to.

- Should guests wish to extend their stay beyond the period originally booked and confirmed by the Operator; the Hotel will apply the Best Available Rate for the extended period, unless the accommodation extension request is channeled to the Hotel through the Operator beforehand.
- Rates and validity, along with other policies and product description are contained in this agreement.
- In the event of a hotel buyout, hotel reserves the right to remove allocation over effected dates.
- The Hotel reserves the right to amend or retract contracted static FIT rates at any time.
- Please note net rates are not allowed to be offered to agencies operating or based in Middle East countries as listed below:

Kingdom of Saudi Arabia Qatar United Arab Emirates Kuwait Kingdom of Bahrein



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Net rates (Rates incl VAT & Continental		Double	Allotment	Release date
Low Season	Deluxe room	790 €	0	3 days
	Premier Twin room	870 €	1	3 days
	Grand Premier room	1160 €	1	3 days
	Deluxe Suite	1400 €	0	3 days
	Premier Suite	1790 €	0	3 days
High Season	Deluxe room	950 €	0	10 days
	Premier Twin room	1020 €	1	10 days
	Grand Premier room	1260 €	1	10 days
	Deluxe Suite	1560 €	0	10 days
	Premier Suite	1890 €	0	10 days

Rates quoted above are excluding city tax of 3,3 euros per adult per night (subject to change with no prior notification);

Third person supplement of € 200,00 inclusive of VAT & Continental breakfast applicable from Grand Premier room upon request and availability (from 14 years).

American breakfast supplement: € 20 per person per night.

For other categories, a 20% discount on BAR rates will be offered upon request (not guaranteed, not available on blackout dates).

Contracted net rates are Non LRA, can be offered above allotment upon request. Would the net rate not be available, a 10% commission will be offered on BAR rates. On blackout dates, BAR rates will be offered with a 10% commission (no allotment available).

Low Season	High Season	
January 1 st to January 17 th	January 18 th to January 23 rd	
January 24th to February 27th	February 28 th to March 5 th	
March 6 th to May 31 st	June 1 st to June 29 th	
July 7 th to August 31 st	July 5 th to 6 th	
October 6 th to December 26 th	September 1 st to September 22 nd	
<u>.</u>	October 2 nd to October 5 th	
逆	December 27 th to January 1 st , 2019	

BLACK OUT DATES	
June 30th to July 4th (Haute Couture)	
September 23 rd to October 1 st (Prêt-à-porter)	

Hôtel de Crillon, A Rosewood Hotel reserves the right to modify the Mackout dates according to official schedule or city event.

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BOOKINGS

- No minimum length of stay is required to benefit from the attached rates unless specified.
- Should the guest request a higher room category to the one initially booked, then a relevant surcharge will be applied directly to the guest.
- Check-in time is 15:00 hours on the arrival date. Access to rooms prior to this time will only be offered depending on the availability of rooms at the time of arrival. In order to guarantee early check-in, the approximate arrival time shall be stated on the reservations form of the Operator and one (1) full night accommodation charge will apply.
- Check-out time is 12:00 noon on the departure date. Late check-out may be arranged by the Hotel. Depending on the availability of rooms at the time of the departure, an additional charge will apply to be paid directly by the Guest.

Booking confirmation needs to state:

- Surname, first name of the guest and any sharers.
- Age of children (if applicable).
- Number and category of reserved rooms.
- Date and time of arrival/flight details.
- Date and time of departure/flight details.
- Country of origin.
- Partner Agency or Tour Operator generating the booking.

ALLOTMENT

Rooms on allotment will be reserved in priority. Additional allotment requests will be accepted by the Hotel once the allotment has been filled. At cut-off date all rooms held by the Hotel to that date and unsold by Company will be released back to the Hotel.

DOUBLE BOOKINGS

In case that the Hotel has sufficient reasons to believe that a potential double booking may occur, due to an existing booking with same or similar booking details (name, number of rooms and dates) via a third-party source, the Hotel may reject any new booking requests with the same booking details, until the existing booking via a third party has been cancelled.

MINIMUM AGE

Minimum age of 18 years or above is required for a stay at the Hotel, unless minors are accompanied by parents or another legal adult guardian.

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CONNECTING ROOMS & BEDDING REQUIREMENTS

Offered upon request, subject to availability at the time of check-in. Bedding requirements must be stated at the time of booking however will remain subject to availability.

Disabled rooms available upon request, subject to availability, confirmed at time of reservation (only available in Premier room category).

ROOM OCCUPANCY & EXTRA BED

- Baby cots are provided on complimentary basis for children up to 2 years old from Premier room category.
- Triple occupancy: Roll-away bed or sofa bed is subject to availability and must be requested at the time of booking. Available from Grand Premier room category. Free of charge for a child up to 14 years (breakfast in supplement), a supplement of 200 euros per night will be applied for a 3rd adult (including continental breakfast).

CHILD POLICY

The below Child Policy applies to children of ages up to 14 years inclusive. Persons aged 15 and above will be treated and charged as adults.

Rosewood Child Policy when travelling with parents:

Children of ages up to 14 inclusive may share their parent's room at no charge.
 Baby cots or extra beds are provided free of charge. For more than one child, it might be necessary to reserve a higher room category or higher number of rooms.

Dining Policy for children ages 0 to 14 years inclusive:

- Meals will be charged at 50% of the adult prices when eating from the adults menu in all Hotel operated food & beverage outlets only.
- A children's menu is available in all hotel outlets.

Additional amenities and benefits for children:

- Child-sized bathrobes (free of charge).
- Children toiletries (free of charge).
- Welcome gift for kids (free of charge).
- Destination information from Hotel Concierge "what to do with kids" (free of charge).
- Children's menus and snacks (at charge).
- Baby-sitting services (at charge).
- "Rosebuds" Children program with its extensive benefits and amenities i.e. baby bottles, children games and much more.

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RESERVATIONS

Net rates and room availability are subject to confirmation at time of booking. All booking requests should be sent via fax or e-mail directly to reservations office of The Hotel. Bookings will only be confirmed once a confirmation number has been issued. The Hotel will refrain from verbal confirmations over the phone.

Reservations Contact information is as follows:

Reservations Manager Hôtel de Crillon, A Rosewood Hotel 10, place de la Concorde 75008, Paris, FRANCE

E-mail: ©
Direct reservations Line:

<u>crillon.reservations@rosewoodhotels.com</u> + 33 (0) 1 44 71 16 00

CLOSE-OUT & STOP SELL PERIODS

The Hotel reserves the right to update with close out dates or stop sell as deemed necessary. All bookings on allotment received prior to the stop sell notice will be honored.

HOTEL INFORMATION

Breakfast:

- Available at Brasserie d'Aumont from 07:00 to 10:30 hours.
- Breakfast taken outside designated breakfast timings will be charged separately.
- Guests will not be refunded for any unconsumed meals.



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GUEST PREFERENCES

Guest information such as names of spouse, children and ages of children must be provided by The Operator at the time of booking.

CHECK-IN/CHECK-OUT

Check-in time at Hôtel de Crillon, A Rosewood Hotel is 15:00. Check out time is 12:00 Noon.

PAYMENT TERMS & CREDIT

- Credit facilities need the Hotel's approval.
- Credit facility will officially take effect once the Hotel notifies the Operator.
- All invoices must be settled within 30 days after the date of issue.
- All reservations are payable / guaranteed via credit card at time of booking, unless credit facilities are in place.
- In the event of payment arrangements not confirmed in advance, the Hotel reserves the right to collect such payment from the guest directly upon check-in at the Best Available Rate.
- Where a Partner arranges payment to the Hotel through a third party, the Operator shall remain responsible for such accounts until full payment has been received by the Hotel.
- The Operator agrees to assist with any and all damages incurred as a result of the failure of the guest to pay for the Hotel's service.
- The Operator will be liable to pay interest on the outstanding amount of the invoice at the rate of two percent (2%) per month. Delay in payment may result in suspension or withdrawal of credit facilities.
- The Hotel reserves the right to request a deposit for any booking.

Payment informations

C.Hotel

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10 place de la Concorde

75008 Paris

France

Account name: CRILLON

Bank: BNP Paribas

Account No: 30004008280001105427376

IBAN: FR76 3000 4008 2800 0110 5427 376

BIC: BNPADRPPPAC



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CANCELLATIONS AND NO SHOWS

- Cancellations required 3pm (GMT) 1 days prior to arrival (10 days for Suites signature). Cancellations made after this cut off will entail a charge of the first nights' accommodation booked. Blackout and fair dates are subject to a specific cancellation policy (see below).
- No-Shows will be charged for full 1 night charge.
- Should guests depart before their booked check-out date the Operator will be charged for the remaining nights of the original confirmation.
- Cancellations must be advised in writing and proof of acknowledgement by the Hotel should be retained.
- Special offers are subject to separate cancelation policy if specified.

Blackout and fair dates		Cancellation policy
Haute Couture	January 15-24	3pm, 3 days prior
Ready to Wear	February 25-March 5	3pm, 3 days prior
Haute Couture	June 30-July 4	3pm, 3 days prior
Prêt à Porter	September 23-October 1	3pm, 7 days prior
New Year's Eve	December 31	3pm, 7 days prior

ADVERTISING & PROMOTIONAL MATERIAL

- The Operator may use the trade name or trade marks belonging to the Hotel or any image or photographic representation of the Hotel, whether exterior or interior for soliciting customers / guests or for advertising or promoting its products or services, only after receiving written approval from the Hotel Management.
- The Hotel must approve its inclusion prior to printing or publishing of any form of material for distribution through any channels including brochures, catalogues, flyers and websites or in any other marketing related activities.
- In the event of the Operator failing to forward the proposed form and content to the Hotel for review and approval prior to printing or publishing of the brochure and other publicity materials which may result in misrepresentation of the Hotel, the Hotel will not be liable to the guest, to the retail agency or the Operator for any damages, costs or claims arising from such misrepresentation. Furthermore, this negligence may result in the Hotel declining any business sourcing from such activities and immediately invalidating any existing agreement with the Operator.
- Kindly use exclusively the material provided by the Hotel. All photographs, images or logos of the Hotel used for any promotional material have to be in line with the standard format according to the corporate identity of Rosewood Hotels (therefore, these images should not be edited or altered except for minimizing or maximizing their size).

Photographs can be provided in high resolution format upon request

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- To maintain the corporate standards of Rosewood Hotels, the Operator has to ensure that the Hotel is always listed as Hôtel de Crillon, A Rosewood Hotel and is rated as a five-star property without exceptions.
- New copies of the brochures/promotional literature should be delivered to the Hotel as soon as they are available to the Operator, but in any event no later than one month prior to the launch of the programme.

MUTUAL INDEMNIFICATION

The Operator will indemnify and hold harmless Hôtel de Crillon, A Rosewood Hotel and Rosewood Hotels & Resorts, L.L.C. from all losses, damages, liabilities and expenses which may arise or be claimed against Hôtel de Crillon, A Rosewood Hotel or Rosewood Hotels & Resorts, L.L.C. and be in favor of any persons, firms, or corporations, for any injuries or damages to the person or property of any persons, firms, or corporations consequent upon or arising from any acts, omissions, negligence or fault by The Operator's failure to comply with any laws, statutes, ordinance codes or regulations.

Hôtel de Crillon, A Rosewood Hotel or Rosewood Hotels & Resorts, L.L.C. shall not be liable to The Operator for any damages, losses or injuries to persons, customers or property of The Operator or customer, which may be caused by the acts, negligence, omissions or faults of any persons, firms or corporations except when such injury, loss or damage results from negligence of Hôtel de Crillon, A Rosewood Hotel or Rosewood Hotels & Resorts, L.L.C., its agents or employees.

IMPOSSIBILITY OF PERFORMANCE

This Letter of Agreement will terminate without liability to either party if substantial performance of either party's obligation is prevented by an unforeseeable cause reasonably beyond that party's control. Such causes include, but are not limited to, acts of God; acts, regulations or orders of governmental authorities; fire, flood or explosion; war, disaster, civil disorder, curtailment of transportation facilities, or other emergencies making it illegal or otherwise impossible to provide the facilities or their services; any delay in necessary and essential construction or renovation of the Hotel and shall not include any inability to perform because of lack of finances.

RELOCATION POLICY

If Hotel is unable to honor a guest's reservation after all other efforts to relocate direct bookings and other guests have been made by Hotel, then Hotel shall immediately (a) notify Company of such inability, (b) relocate the guest to a property that is of an equal star quality rating than Hotel, (c) prepay or make other arrangements to cover the room charges at such property for first night room and taxes and transportation costs from Hotel to such property if requested.

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ENTIRE CONTRACT

This Agreement and any attachments constitute the entire Wholesale Agreement between the Parties with respect to the subject matter hereof and shall supersede all previous proposals both oral and written, negotiations, representations, commitments and other communications between the Parties. This Agreement shall be governed by and construed in accordance with the laws of France.

This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by duly authorized representatives of both parties.

When signed by representatives of both Parties, this Agreement will constitute a binding contract between The Operator and The Hotel. This signed Agreement should be returned (facsimile acceptable) to The Hotel on or before June 15.

WORLD AVENUES SA	HÔTEL DE CRILLON, A ROSEWOOD HOTEL
By:	Name: Pauline Ehrhart Title: Director of Sales Phone: +33 1 44 71 15 73 Email: pauline.ehrhart@rosewoodhotels.com
Date:	Date: Tuesday, 07 August 2018
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