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PARK HYATT ZÜRICH™

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LUXURY is PERSONAL

Beethovenstrasse 21  
8001 Zurich, Switzerland

TELEPHONE +41 43 883 1003  
FACSIMILE +34 871 81 1021

1 September 2017

Ms Amira Elbatal  
Contracting Agent  
World Avenues SA  
14, Rue Ferrier  
1202 Geneva  
Switzerland  
Tel.: +41 225 481 211  
E-Mail: [contracting@world-avenues.ch](mailto:contracting@world-avenues.ch)

**2018 TOUR OPERATOR CONTRACT**

**For the period of: 1<sup>st</sup> January 2018 – 31<sup>st</sup> December 2018**

Dear Ms Elbatal,

Greetings from Park Hyatt Zurich!

On behalf of the management, we wish to thank you for your interest in Park Hyatt Zurich and we look forward to developing a long-term partnership of mutual benefits.

Please find attached our FIT Leisure rate agreement comprising the room rates from 1<sup>st</sup> January 2018 – 31<sup>st</sup> December 2018.

We request you to sign your copy of the agreement as acknowledgment and return it to us.

**Company**

(following named as "Business Partner")

**Park Hyatt Zurich**

(following named as "Hotel")

Name:	Ms Amira Elbatal	Name:	Benno Geruschkat Malte Budde
Titel:	Contracting Agent	Titel:	Generaldirektor Direktor für Vertrieb und Marketing
Company:	World Avenues	Company:	Park Hyatt Zürich
Adresse:	14, Rue Ferrier 1202 Geneva Switzerland	Adress:	Beethovenstrasse 21 8001 Zürich, Schweiz
Telefon:	+41 225 481 211	Telefon:	+41 43 883 1003
Fax:		Fax:	+34 871 81 1235
E-Mail:	<a href="mailto:contracting@world-avenues.ch">contracting@world-avenues.ch</a>	E-Mail:	<a href="mailto:benno.geruschkat@hyatt.com">benno.geruschkat@hyatt.com</a> <a href="mailto:malte.budde@hyatt.com">malte.budde@hyatt.com</a>
Website:		Website:	<a href="http://www.zurich.park.hyatt.com">www.zurich.park.hyatt.com</a>

Date		Midweek (Mon - Thu)			Weekend (Fri - Sun)			Availability	CXL Policy
Season 01.01.-26.03.2018	Room Type	Single	Double	Triple	Single	Double	Triple		
	Standard	CHF 451.00	CHF 529.00	N/A	CHF 350.00	CHF 376.00	N/A	Free Sale	72 hours
	Park Junior Suite	CHF 713.50	CHF 791.50	CHF 869.50	CHF 612.00	CHF 638.00	CHF 716.00	on request	72 hours
	Park Suite	CHF 931.00	CHF 957.00	CHF 1,035.00	CHF 830.00	CHF 856.00	CHF 934.00	on request	7 days
	Park Deluxe Corner Suite	CHF 1,350.20	CHF 1,376.20	CHF 1,454.20	CHF 1,070.00	CHF 1,096.00	CHF 1,174.00	on request	7 days
	Park Executive Suite	CHF 1,900.00	CHF 1,900.00	CHF 1,900.00	CHF 1,800.00	CHF 1,800.00	CHF 1,800.00	on request	7 days
Date		Mon-Sun						Availability	
Easter 27.03.-02.04.2018	Room Type	Single	Double	Triple					
	Standard	CHF 350.00	CHF 376.00	N/A				Free Sale	72 hours
	Park Deluxe Room	CHF 612.00	CHF 638.00	CHF 716.00				on request	72 hours
	Park Suite	CHF 830.00	CHF 856.00	CHF 934.00				on request	7 days
	Park Deluxe Corner Suite	CHF 1,070.00	CHF 1,096.00	CHF 1,174.00				on request	7 days
	Park Executive Suite	CHF 1,800.00	CHF 1,800.00	CHF 1,800.00				on request	7 days
Date		Midweek (Mon - Thu)			Weekend (Fri - Sun)			Availability	
Season 03.04.-14.05.2018	Room Type	Single	Double	Triple	Single	Double	Triple		
	Standard	CHF 451.00	CHF 529.00	N/A	CHF 350.00	CHF 376.00	N/A	Free Sale	72 hours
	Park Junior Suite	CHF 811.00	CHF 889.00	CHF 967.00	CHF 710.00	CHF 736.00	CHF 814.00	on request	72 hours
	Park Suite	CHF 1,211.00	CHF 1,237.00	CHF 1,315.00	CHF 1,110.00	CHF 1,136.00	CHF 1,214.00	on request	7 days
	Park Deluxe Corner Suite	CHF 1,571.00	CHF 1,597.00	CHF 1,675.00	CHF 1,470.00	CHF 1,496.00	CHF 1,574.00	on request	7 days
	Park Executive Suite	CHF 2,400.00	CHF 2,400.00	CHF 2,400.00	CHF 2,400.00	CHF 2,400.00	CHF 2,400.00	on request	7 days
Date		Mon-Sun						Availability	
Pentecost 15.05.-22.05.2018	Room Type	Single	Double	Triple					
	Standard	CHF 350.00	CHF 376.00	N/A				Free Sale	72 hours
	Park Deluxe Room	CHF 710.00	CHF 736.00	CHF 814.00				on request	72 hours
	Park Suite	CHF 1,110.00	CHF 1,136.00	CHF 1,214.00				on request	7 days
	Park Deluxe Corner Suite	CHF 1,470.00	CHF 1,496.00	CHF 1,574.00				on request	7 days
	Park Executive Suite	CHF 2,400.00	CHF 2,400.00	CHF 2,400.00				on request	7 days
Date		Midweek (Mon - Thu)			Weekend (Fri - Sun)			Availability	
Season 23.05.-31.08.2018	Room Type	Single	Double	Triple	Single	Double	Triple		
	Standard	CHF 451.00	CHF 529.00	N/A	CHF 400.00	CHF 426.00	N/A	Free Sale	72 hours
	Park Junior Suite	CHF 811.00	CHF 889.00	CHF 967.00	CHF 760.00	CHF 786.00	CHF 864.00	on request	72 hours
	Park Suite	CHF 1,211.00	CHF 1,237.00	CHF 1,315.00	CHF 1,160.00	CHF 1,186.00	CHF 1,264.00	on request	7 days
	Park Deluxe Corner Suite	CHF 1,571.00	CHF 1,597.00	CHF 1,675.00	CHF 1,520.00	CHF 1,546.00	CHF 1,624.00	on request	7 days
	Park Executive Suite	CHF 2,400.00	CHF 2,400.00	CHF 2,400.00	CHF 2,400.00	CHF 2,400.00	CHF 2,400.00	on request	7 days
Date		Midweek (Mon - Thu)			Weekend (Fri - Sun)			Availability	
Season 01.09.-21.12.2018	Room Type	Single	Double	Triple	Single	Double	Triple		
	Standard	CHF 451.00	CHF 529.00	N/A	CHF 350.00	CHF 376.00	N/A	Free Sale	72 hours
	Park Junior Suite	CHF 713.50	CHF 791.50	CHF 869.50	CHF 612.00	CHF 638.00	CHF 716.00	on request	72 hours
	Park Suite	CHF 931.00	CHF 957.00	CHF 1,035.00	CHF 830.00	CHF 856.00	CHF 934.00	on request	7 days
	Park Deluxe Corner Suite	CHF 1,350.20	CHF 1,376.20	CHF 1,454.20	CHF 1,070.00	CHF 1,096.00	CHF 1,174.00	on request	7 days
	Park Executive Suite	CHF 1,900.00	CHF 1,900.00	CHF 1,900.00	CHF 1,800.00	CHF 1,800.00	CHF 1,800.00	on request	7 days
Date		Mon-Sun						Availability	
Christmas 22.12.-31.12.2018	Room Type	Single	Double	Triple					
	Standard	CHF 350.00	CHF 376.00	N/A				Free Sale	72 hours
	Park Deluxe Room	CHF 612.00	CHF 638.00	CHF 716.00				on request	72 hours
	Park Suite	CHF 830.00	CHF 856.00	CHF 934.00				on request	7 days
	Park Deluxe Corner Suite	CHF 1,070.00	CHF 1,096.00	CHF 1,174.00				on request	7 days
	Park Executive Suite	CHF 1,800.00	CHF 1,800.00	CHF 1,800.00				on request	7 days

1) **TERMS & CONDITIONS:**

- i. Rates are quoted in Swiss Francs (CHF).
- ii. Rates are quoted per room per night. Same rates apply for double and single occupancy.
- iii. Rates include breakfast in the restaurant.
- iv. All above rates are net and non-commissionable and include 3.8 % VAT (subject to any changes). The Hotel reserves the right to amend these rates in the event of changes in the rates of VAT or the introduction of any new government levy.
- v. City-Tax of CHF 2.50 will apply per person per night, and will be collected directly from guests upon check-out.

- vi. Internet is complimentary.
- vii. The Business Partner agrees to apply at least 20% mark-up on the contracted rates
- viii. The rates are valid for up to 9 rooms. Requests for 10 or more rooms will be classified as a group reservation and quotes given at the time of inquiry. Group terms and conditions will then apply and be outlined at the point of confirmation.
- ix. In case the Hotel provides the Business Partner with amended rates, amended allotments or amended release for the contract period 01 January 2018 to 31 December 2018 at any given time, that amendment supersedes the contract issued on 1 September 2017 with following terms and conditions:
  - i) Existing and confirmed reservations will be on the original contracted rates
  - ii) Existing reservations cannot be cancelled and after that rebooked on the new rates
  - iii) The revised rates will supersede all other contracted rates and Early Booking Special Offers.

## 2) ROOM ALLOCATION AND RELEASE:

Room Type	Sales
Park Room	Freesale
Park Junior Suite	On Request
Park Suite	On Request
Park Deluxe Corner Suite	On Request
Park Executive Suite	On Request
Automatic Release (Days)	7

## 3) THIRD PERSON SUPPLEMENT:

- i. Please see rate table for third person supplement per season.
- ii. Supplement is charged per person per night and is inclusive of VAT (3.8%).
- iii. Third person supplement will apply from 12 years and above.
- iv. Please note that extra beds are subject to availability and on request basis.

## 4) CHILD POLICY:

- i. Rooms
  - i. Children up to 12 years stay complimentary when sharing the parents' room
  - ii. Children 12.99 – Above, please see rate table for third person supplement.
  - iii. Baby cot (0 up to 1.99 years) and roll-away bed are subject to availability and on request basis.

## 5) TERMS AND CONDITIONS:

- i. **Reservations**
  - i) For reservations, please contact: [reservations.europe@hyatt.com](mailto:reservations.europe@hyatt.com)
- ii. **Check-in and Check-out:**
  - i) Check-in time is 15:00hrs.
  - ii) Check-out time is 12:00hrs. Late check out is subject to availability and subject to a charge of 50% of the contract rate of the room category. A full day's room charge will be applicable for check-out after 18:00hrs (subject to availability).
  - iii) Early check-in is subject to availability. For a guaranteed early check-in the room must be booked the night prior to arrival.
  - iv) Arrival time for each booking is required.

iii. **Maximum Room Capacities:**

- i) Park Rooms: 2 adults and 1 child
- ii) Park Suites: 2 adults and 1 children or 3 adults or 1 adult and 3 children

iv. **Extra Bed and Cot**

- i) Extra beds and cots are subject to availability and on request basis. Due to fire, life and safety policies the Hotel is only allowed to put one extra bed or one cot in each guest room.

v. **Cancellation and No Show Policy:**

- i) All cancellations must be received in writing by fax or e-mail and acknowledged by the Hotel.
- ii) Cancellations must be advised to the hotel latest by 72 hours prior to arrival date to incur no charges.
- iii) Cancellations done after this time as well as all “no shows” will incur a one night charge. Early departures will incur a maximum one night extra charge above the actual number of nights stayed if timely notification is not given.

**Please note that cancellations for Suites must be advised to the hotel latest by 2:00 pm 7 days before arrival to incur no charges.**

**6) BLACK-OUT DATES:**

- i) The dates listed here are strict black-out dates. During those dates we will not take any bookings.

What	Dates 2018
World Economic Forum	January 23 <sup>rd</sup> to January 26 <sup>th</sup> 2018
Baselworld	March 21 <sup>st</sup> to March 29 <sup>rd</sup> 2018
Goldforum	April 16 <sup>th</sup> to April 19 <sup>th</sup> 2018
Art Basel	June 12 <sup>th</sup> to June 17 <sup>th</sup> 2018
Fair	October 8 <sup>th</sup> to October 10 <sup>th</sup> 2018

**7) STOP SALE:**

- i) Park Hyatt Zurich reserves the right to announce a stop sale for any period, room type and promotional rate.

**8) Payment Conditions**

- i) After check out of the individual guest the Hotel will send the invoice of the net payable room rate inclusive of breakfast and VAT to the below address of **World Avenues SA**. The amount is payable within 14 days after the settlement date stated on the invoice. Please notify us if you require a different billing address and inform us about the name and contact details of the responsible accountant for any billing issues.
- ii) Please be informed that the credit line is at CHF 15'000.00. Should this limit be reached, we will require a full prepayment for future booking requests until outstanding invoices are settled
- iii) The individual customer will be asked for his credit card upon check-in and is responsible for settling the all extra costs such as City Tax, food and beverage consumptions, Internet, telephone costs, spa treatments etc. upon departure.

vi. **Marketing:**

- i) 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.
- ii) Failure to do so may result in the Hotel declining any business sourcing from such activities and immediately invalidating any existing agreement with the Business Partner. Furthermore, should the Business Partner fail to forward the proposed form and content to the Hotel for review and final approval, the Hotel will not be liable to the guest or to the Business Partner for any damages, costs or claims arising from such.
- iii) Kindly use the material provided by the Hotel only. 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 Park Hyatt Zurich and remain the property of the hotel.
- iv) Business partner shall not use any “predatory advertising methods” designed to generate traffic from sites for which they have no contractual rights for the online promotion of their products or services. Business partner shall prohibit all websites within its control from utilizing predatory advertising methods. **“Predatory advertising methods”** are advertising methods that create or overlay links or banners on web sites, spawns browser windows, or utilizes any other method to generate traffic from web sites without that web site owner’s knowledge, permission and participation.
- v) Business partner shall not market the sale of or sell any of the Hotel’s guest rooms on or through any web search platform or social media platform (including but not limited to Google, Google Hotel Finder, and Bing Travel) without the express prior written consent of Hotel.
- vi) Business partner shall not bid on any keywords involving any Hyatt or Hotel names or trademarks, or any Negative Keywords, unless such bidding is part of a mutually-agreed upon marketing plan. For clarity, Business partner understands that any keyword bidding activities by Business partner must be part of a marketing plan agreed upon between Hotel and Business partner in writing. To the extent that Business partner uses keywords on a search engine, Business partner shall use the terms listed as negative keywords in Exhibit A and their corresponding match types, which may be updated by Hotel from time to time (the **“Negative Keyword(s)”**), on such search engine so that Business partner’s ads are not displayed when a user search includes one or more Negative Keyword.

vii. **Rate Publishing and Distribution:**

- i) Rates are confidential and are not to be disclosed directly to the consumer and may only be used to form the basis of a package.
- ii) The Business Partner may not sell the contracted net rates on any consumer Internet website either directly or via a secondary agent. The contracted agent is deemed responsible for the selling practices of the secondary agents.
- iii) The distribution of any net rate (room only or Bed & Breakfast) through an Internet Site or Global Distribution System is strictly forbidden unless prior approval has been granted in writing from Hyatt International.

- iv) To qualify as a package rate it must be sold and promoted online, as part of a product, which includes other elements and under no circumstances will the package be sold or promoted online as room only/ Bed & Breakfast.
- v) All mentioned rates in this contract cannot be re-sold under any circumstances to an Internet website/ vendor/ wholesaler/ distributor without being packaged with fares of a selected airline partner (Fully Inclusive Tour) or they have to be sold to a valid Tour Operator for such purposes.
- vi) If mentioned rates are re-sold to a third party, the Hotel must be informed about the company details of this party and is entitled to terminate this contract if the third party is guilty of any breach of the mentioned contracted conditions.
- vii) The Business Partner agrees to feature Park Hyatt Zurich in their brochure and to provide Park Hyatt Zurich with a copy of the layout (text and images) for proof reading prior to printing. Images can be requested from the Hotel at any time

**viii. Force Majeure:**

- i) Both party's performance under this contract is subject to acts of war, government regulation or action, terrorism, disaster, civil disorder, curtailment of transportation facilities and/or any other emergency beyond either party's reasonable control, making it illegal or impossible for either party to perform its obligations under this contract. Either party may terminate this contract for any one or more such reasons on written notice to the other party within three (3) days of the occurrence of an act or event noted above or receipt of notice of any of the above occurrences.


**ix. Hyatt Global Privacy Policy:**

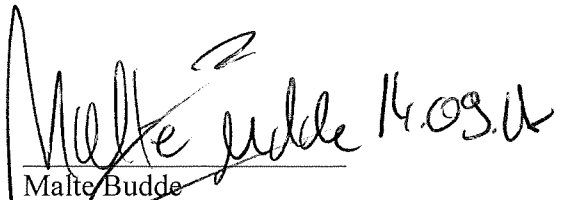
- i) The hotel will comply with the Global Privacy Policy for Guests available at <http://privacy.hyatt.com> (the "Privacy Policy"). The customer shall, with respect to guests of the customer ("Customer's Guests") who stay at the hotel pursuant to this contract: (i) make the Customer's Guests aware of the Privacy Policy; (ii) obtain the consent of the Customer's Guests to disclose their personal information to the hotel; and warrant and represent to the hotel that the Customer is: (a) entitled to disclose the personal information of the Customer's Guests to the hotel and (b) authorized to act as agent of each of the Customer's Guests for the purposes set out in this section.

**x. Contract Termination and Activation Policy:**

- i) The Hotel reserves the right to terminate this agreement at any time, without prejudice to any other rights it may have, in the event that the Business Partner fails to comply with this agreement. Termination of the agreement shall be effected by the Hotel notifying the Business Partner in writing of such termination (at its address stated above or another address notified by the Business Partner to the Hotel with registered delivery).
- ii) Breach of any conditions outlined in the agreement in hand would lead to the immediate termination of the contract. All rates and conditions are subject to change within 30 days of written notice.
- iii) This rate agreement shall be activated once one original copy, duly signed by an authorized signatory, initialed on every page and stamped has been returned to and accepted by Park Hyatt Zurich.

Yours sincerely,

  
Benno Geruschkat  
General Manager  
Park Hyatt Zurich

  
Malte Budde  
Director of Sales and Marketing  
Park Hyatt Zurich

**Acceptance of 2018 FIT contract**

All revised rates and allotments automatically supersede the rates that they replace.

On behalf of World Avenues SA, I agree to the above terms of this agreement:

Authorized Signature Amira ElBatal  
Print Name World Avenues Switzerland  
Position Contracting agent  
Date 11.09.2017

