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PARK HYATT MILANO™

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Via Tommaso Grossi 1, 20121 Milan, Italy

**PHONE** +39 02 8821 1234

[www.milan.park.hyatt.com](http://www.milan.park.hyatt.com)



**WORLD AVENUES S.A. and PARK HYATT MILAN**

**WORLD AVENUES S.A. and PARK HYATT MILAN**

**Co-operation agreement from November 01, 2016 to October 31, 2017**

Dear Mr. Elbially,

We would like to thank you for your continued support throughout these years!

In recognition of our consolidated partnership, we are delighted to send you the renewal of our F.I.T. contract valid for the upcoming period November 2016–October 2017.

We kindly ask you to review and return a countersigned copy of this agreement for acceptance.

We very much look forward to a continued fruitful collaboration and further solidifying our valued partnership.

Kind Regards,

Giulia Raffone  
Sales Manager

Via Tommaso Grossi 1, 20121 Milan, Italy

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**WORLD AVENUES S.A. and PARK HYATT MILAN**

**1. 2016/2017 RATES (from November 01, 2016 to October 31, 2017)**

<b>Low Season</b> November/December/January/April	<b>BB &amp; TAX</b>	
	<b>FIT RATES</b>	
	Single	Double
<b>Park Room</b>	425	470
<b>Deluxe Room</b>	485	530
<b>Deluxe Executive Room</b>	615	660
<b>Junior Suite</b>	790	790
<b>Executive Suite</b>	1140	1140
<b>Prestige Suite</b>	1640	1640
<b>Terrace suite</b>	1740	1740
<b>Ambassador Suite</b>	1940	1940
<b>Imperial Suite</b>	4440	4440
<b>Duomo Suite</b>	5440	5440
<b>Presidential Suite</b>	7440	7440

<b>Mid Season</b> February/May/June/August/October	<b>BB &amp; TAX</b>	
	<b>FIT RATES</b>	
	Single	Double
<b>Park Room</b>	440	485
<b>Deluxe Room</b>	500	545
<b>Deluxe Executive Room</b>	630	675
<b>Junior Suite</b>	805	805
<b>Executive Suite</b>	1155	1155
<b>Prestige Suite</b>	1655	1655
<b>Terrace suite</b>	1755	1755
<b>Ambassador Suite</b>	1955	1955
<b>Imperial Suite</b>	4455	4455
<b>Duomo Suite</b>	5455	5455
<b>Presidential Suite</b>	7455	7455

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	<b>High Season</b> March/July/September		<b>BB &amp; TAX</b>	
			<b>FIT RATES</b>	
			Single	Double
<b>Park Room</b>			480	525
<b>Deluxe Room</b>			540	585
<b>Deluxe Executive Room</b>			670	715
<b>Junior Suite</b>			845	845
<b>Executive Suite</b>			1195	1195
<b>Prestige Suite</b>			1695	1695
<b>Terrace suite</b>			1795	1795
<b>Ambassador Suite</b>			1995	1995
<b>Imperial Suite</b>			4495	4495
<b>Duomo Suite</b>			5495	5495
<b>Presidential Suite</b>			7495	7495

**FIT RATES INCLUDE:**

**For all room categories:** rates are net, non commissionable, in Euro currency and are per room per night. They include VAT 10%, Cold Buffet Breakfast, Free Internet Access, 24/7 days complimentary access to our Fitness Centre and Relaxation area.

**Complimentary In Suite Amenities:** For bookings of our Ambassador Suite, Duomo Suite, Presidential Suite and Imperial Suite, we offer exclusive amenities, with our compliments: VIP fruit basket, Champagne and Delights, Open bar, Personalized Concierge Service.

**SPECIAL COMMISSIONS:** a **25% commission** will be granted on confirmed bookings ALL YEAR LONG on RACK ROOM ONLY Rates and on BED & BREAKFAST Rates, net of tax and breakfast.

**PROMOTIONS:**

The hotel reserves the right to change rate seasonality or suspend any active promotions deployed by way of prior written communication.

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## 2. BLACK-OUT DATES

During below black-out dates, contracted rates are not applicable:

**Women's Spring/Summer Fashion Week**

Dates: from February 22 to 28, 2017

**International Furniture Fair**

Dates: from April 03 to 09, 2017

**Men's Autumn/Winter Fashion Week**

Dates: June TBA

**Monza Formula 1 Grand Prix**

Dates: from September 07 to 09, 2017

**Women's Autumn/Winter Fashion Week**

Dates: from September 20 to 26, 2017

**Mipel/Micam**

Dates: from September 08 to 11, 2017

**\*Above dates may be subject to changes according to Fair Calendar updates  
Dates not specified above will be communicated following Fair Calendar updates**

### Rates during Black Out Dates:

The following rates are available during above mentioned periods:

- **RACK**, quoted ROOM ONLY, exclusive of breakfast and 10% VAT. Cold Buffet Breakfast is EUR 38 per person.
- **BED & BREAKFAST**, quoted inclusive of Room Rate and Cold Buffet Breakfast, excluding 10% VAT.

**SPECIAL COMMISSIONS:** will be granted a **10% commission** on confirmed bookings up to and including Prestige Suite and a **25% commission** on confirmed bookings FROM Terrace Suite upwards on RACK ROOM ONLY Rates, net of tax and breakfast, and on BED & BREAKFAST Rates, net of tax.

Reservations during Black Out Dates are strictly ON REQUEST.

To make reservations during Black Out dates, we require that you book only through the hotel reservations team at the following contact details:

- Hotel Telephone: +39 02 8821 1234
- Reservations Email: [reservation.milano@hyatt.com](mailto:reservation.milano@hyatt.com) ; [milan.park@hyatt.com](mailto:milan.park@hyatt.com)

### 2.1 Cancellation Policies during Black Out Dates:

During exhibitions minimum length of stay may apply and different cancellation policies are in effect:

- For Women's Fashion Weeks, Formula 1 Grand Prix, Men's Fashion weeks: **14 days prior** to arrival to avoid 1 night penalty charge

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- Micam Mipel: **7 days** prior to arrival to avoid 1 night penalty charge
- **Furniture Fair: 30 days prior to arrival to avoid 100% full stay charge. Full stay prepayment is required by March 1<sup>st</sup> and due within 3 days for bookings made after March 1<sup>st</sup>, not refundable in case of now show, of cancellation and reduction of stay made less than 30 days prior to arrival.**

As these cancellation policies may vary, please always refer to **the conditions** confirmed at **time of booking**.

### CITY TAX:

In accordance with local legislation, from September 2012, a city tourist tax is applied to all guest bills upon check-out. **The city tax is EUR 5.00 per day, per person.**

### 3. TERMS & CONDITIONS

- **Check-in time is 3:00pm. Check-out is 12:00 noon.**

- **Children Policy:** children up to (12) years will be accommodated at no additional cost (room + Cold Buffet breakfast) in an extra bed when sharing a double room with their parents starting from PARK DELUXE room category.

A maximum of one extra bed in each room can be accommodated and TRIPLE OCCUPANCY is available starting from the PARK DELUXE room category. The age of children must be correctly advised at the time of booking.

- Children rates are based on a 25% discount off FIT rates. Applicable to children below the age of 12 staying in an additional room occupied by children only.
- Very Important Baby Program: for our smallest guests, we prepare a special set-up in their room that includes: baby crib or extra bed, fruit flavor bath products, baby bathrobe, baby slippers, seat for the bathtub, pot, biscuits and chocolates, welcome pet plush amenities.

- **Third bed** (TRIPLE OCCUPANCY) is available starting from PARK DELUXE room category and no more than one extra bed is allowed per room.

The supplement for a third bed is of € 90.00 per night, inclusive of VAT and Cold Buffet breakfast.

- **Walk Out Policy:** PARK HYATT MILAN agrees that if a **WORLD AVENUES S.A.** client has a guaranteed confirmed reservation (with written reconfirmation from the hotel) and a room is not available upon arrival, the Hotel will:

- (a) Pay for one long distance phone call;
- (b) Find and pay for accommodation for the first night at a nearby comparable hotel;
- (c) Provide free transportation to that hotel;
- (d) Notify promptly **WORLD AVENUES S.A.** of the situation and outcome.

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## WORLD AVENUES S.A. and PARK HYATT MILAN

### 4. RESERVATION PROCEDURE AND ASSISTANCE

**WORLD AVENUES S.A.** can make reservations at PARK HYATT MILAN through our reservations department:

Hotel telephone: +39 02 88 21 1234

Fax reservations: +39 02 88 21 1235

E-mail: [reservation.milano@hyatt.com](mailto:reservation.milano@hyatt.com) ; [milan.park@hyatt.com](mailto:milan.park@hyatt.com)

You can also contact our toll free numbers anytime as per our web site [www.hyatt.com](http://www.hyatt.com)

For specific information or further assistance, please feel free to reach your Sales primary contact Giulia Raffone at:

Hotel telephone: +39 02 88 21 1234

Fax reservations: +39 02 88 21 1235

E-mail: [giulia.raffone@hyatt.com](mailto:giulia.raffone@hyatt.com)

- **Auto guarantee:** All reservation requests (new / amendment / cancellation) must be backed up by a written request. Booking are to be considered guaranteed only with the receipt of an electronic email confirmation number sent by the hotel.

### 5. PAYMENT PROCEDURE

The Hotel will invoice WORLD AVENUES S.A. the day after the clients' departure. Final settlement of each invoice will be due within 30 days after the date of invoice.

The Hotel will accept WORLD AVENUES S.A. vouchers as guarantee for payment of the following services:

- room, tax, breakfast and portorage charges only

Every booking must be guaranteed with a valid credit card of the company before the arrival date and WORLD AVENUES S.A. will due the final settlement of each invoice within 30 days after the date of invoice.

In the event WORLD AVENUES S.A. will not accomplish with the above condition, the Hotel shall charge the amount of any unpaid invoices of WORLD AVENUES S.A. which is not paid after 35 days on the credit card previously provided and authorized by WORLD AVENUES S.A..

#### Bank Details:

Bank:	INTESA San Paolo SpA
Agency:	Via Giuseppe Verdi, 8 – 20121 Milano
Account:	100000109893 – NEPA Srl
Swift Code:	BCI TI TMM317
IBAN code:	IT51 J030 6909 4001 0000 0109 893

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**WORLD AVENUES S.A. and PARK HYATT MILAN**

**6. CANCELLATION POLICY**

Any cancellation by **WORLD AVENUES S.A.** must be advised to the Hotel in writing and will come into effect on the day it is received.

- **No Show/ Cancellation Fee:** any no show on the arrival date or cancellations of reservations received less than 1 day prior to arrival by 6:00pm Hotel time will be subject to a one night room charge.
- **Early departure fees** may apply upon hotel discretion

**Group/ Long Stay bookings:**

- A room block starting from 18 room nights will be considered as a group/long stay booking. Special rates and cancellation policies will be applied at time of request.
- Cancellation policy of groups above 18 room nights overrides any cancellation specified in any electronic individual booking confirmation received.
- A 7 day cancellation policy will apply to a 'group/long stay' booking with a 50% cancellation penalty on the total room block revenue in case of late cancellation unless differently agreed upon or stated by the hotel at time of booking.

**7. DISTRIBUTION OF RATES THROUGH INTERNET, B2B and B2C**

Contracted Net Rates are confidential and are not to be disclosed.

These contracted rates are used to form the basis of a package: the contracted rates can be sold and promoted on-line as part of a product which includes other elements and under no circumstances will the contracted rates be sold or promoted on-line as room only or room including taxes and breakfast.

Moreover **WORLD AVENUES S.A.** may not sell the contracted net rates, as room only, directly to the end consumer.

When selling to a Travel Agent, **WORLD AVENUES S.A.** must ensure that a minimum mark-up of 25% is applied on resale of the contracted rates.

To protect partners, PARK HYATT MILAN shall consider dumping practices as breach of agreement and may consider immediate contractual termination.

**Park Hyatt Milan does not allow for distribution of rates to thirds parties unless agreed upon with the Hotel in writing. The Hotel reserves the right to terminate the present agreement should such clause be infringed.**

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## **WORLD AVENUES S.A. and PARK HYATT MILAN**

### **8. MARKETING**

Park Hyatt Milan operates in the luxury market, therefore we do not authorize that the hotel is associated to words such "cheap", "discount", "inexpensive", "low-cost", "budget" or similar. Words like "special promotion" can be used.

### **9. LIABILITY**

Park Hyatt Milan liability to clients for damages to property or theft is ruled by Italian law. The Hotel will not be liable for damages to clients due to strikes, force majeure or other events not caused by willful misconduct or gross negligence by Park Hyatt Milan.

### **10. LAW**

This agreement and any other non-contractual obligations arising out of this agreement shall be governed by, and constructed in accordance with the laws in Italy.

Any dispute regarding the interpretation, execution or termination of this agreement shall be subject to the exclusive jurisdiction of the court of Milano, to which each of us agrees to submit for these purposes.

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**WORLD AVENUES S.A. and PARK HYATT MILAN**

Mr. Elbially, if you find this Letter of Agreement to be suitable, please sign it for approval and return us a copy via fax or email at your earliest convenience.

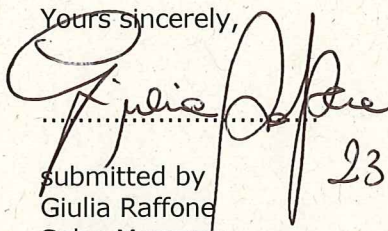
May we remind you that we cannot load your rates on our systems unless the present contract is received properly countersigned by your part.

In the meantime, please feel free to contact us for any further information you may require.

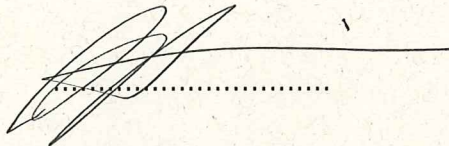
We very much look forward to strengthening a long lasting and mutually successful business relationship between our two companies.

Assuring you of our best cooperation at all times,

Yours sincerely,

  
submitted by  
Giulia Raffone  
Sales Manager

23.06.16



Alessandro Angelaccio  
Director of Sales  
Park Hyatt Milan  
Via Tommaso Grossi 1  
20121 Milano

**ACCEPTANCE:**

Please return us a copy of this Agreement duly signed for acceptance.

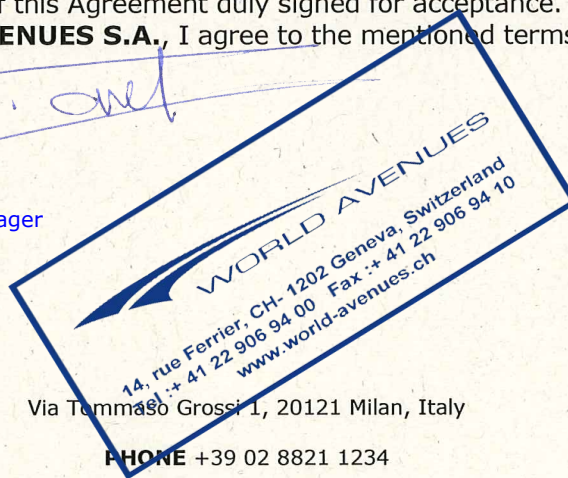
On behalf of **WORLD AVENUES S.A.**, I agree to the mentioned terms and conditions:

**Signature:** \_\_\_\_\_

**Print Name:** Tarek Elbially

**Position:** Contracting Manager

**Date:** 12.07.2016



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Object: Information to Data Subjects according Section. 13 of the Legislative Decree. 196/03 (Privacy)

Milan, June 2016

Dear Client,

we would like to inform you herewith that the new Personal Data Protection Code, the Legislative Decree 30th June 2003, which abrogate the previous one 675/96, provides for the protection of any natural or legal person or any other body and association in respect of personal data processing.

According to Section 13 of Legislative Decree n.196/2003, we inform you that our company holds in its data bank, personal data, supplied by you, referring to your business, including fiscal code, VAT number, telephone and fax numbers, email address.

*The data we hold are almost exclusively of common nature (registry-, accounting and fiscal data); their processing is necessary to put into effect the agreements between ourselves for the supply of products and/or services and to comply with legal, administrative and fiscal requirements which derive from them. On the basis of the above, collecting the data subject consensus for their processing is not needed, as the data concerned are relevant to the fulfilment of economic activities, according to Section 24, paragraph 1, letter d).*

In compliance with the Code, such a processing will be performed lawfully, fairly, transparently and in ways which protect your privacy and your rights.

*Data conferring is optional but necessary for the fulfilment of the activities in place. Refusing of providing your personal data will make it impossible to put the agreements into effect and ensure any connected fulfilment, thus preventing us from managing the business relationship correctly.*

The data processing will be performed manually in paper text files and electronically on magnetic supports by computerised means.

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## WORLD AVENUES S.A. and PARK HYATT MILAN

On our premises, the data, filed in suitable inaccessible places or entered in electronic data banks, may be known by our accounting, commercial and customer care employees in charge of the processing. They are processed, also with the use of electronic equipments, applying procedures suitable to guarantee the safety and confidentiality according to the provisions contained in the "Annex B - Technical Specification Concerning the Minimum Security Measure" of the Legislative Decree 196/2003.

Your data can be communicated to third parties exclusively for technical and operational reasons connected to the above stated purposes and in particular to the following categories of persons, bodies and entities, specifically designated as provided by Section 29 and 30 of the Legislative

### Decree 196/2003:

1. Ente Poste (Italian Body for mail delivery services) or other companies providing mail delivery services;
2. banks and credit institutes;
3. credit collection companies;
4. legal offices;
5. insurance companies;
6. professional offices and/or companies and/or industry associations which supply us with specific accounting and/or fiscal services etc;
7. controlling companies or companies affiliated to or in partnership with our Company for purposes such as management control, statistics, balance-sheets preparation, etc..;
8. "Agenzia delle Entrate", for the communications in application of the:
  - a. Section. 1, paragraph 1, letter c), of the D. L. n° 746/1983, integrated by the Section. 1, paragraph 381, of the law n° 311/2004, (declarations of intent);
9. Regional/Area/Divisional Offices or other Hotels of the Group, also located outside the European Union and of the Economic European Zone, according to the provisions contained in Section 43 paragraph a) of the Legislative Decree n. 196/03 and in the European Directive 95/46 EU Section 26 paragraph a).

The Data Controller is: Nepa Srl, Via Tommaso Grossi, 1 – 20121 Milano. The Data Processor Responsible is Mr. Gorka Bergareche. You have the right to resort to these persons and/or entities in any moment in time to exercise the rights provided for by Section 7 of Legislative Decree 196/03, in particular, you have the right to obtain confirmation as to whether or not personal data concerning you exists, the right to be

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informed on the logic applied to the processing, the right to obtain their integration, the right to object, on legitimate grounds, to their processing, besides, the right to obtain their rectification, their up-dating or their block, if the data have been processed unlawfully, also by sending a written request to the following address: [milan.park@hyatt.com](mailto:milan.park@hyatt.com)

**GLOBAL PRIVACY POLICY FOR GUESTS**

Hotel shall comply with the Global Privacy Policy for Guests available at <http://privacy.hyatt.com> (the "Privacy Policy").

Customer shall, with respect to guests of Customer ("Customer's Guests") who stay at the Hotel pursuant to this Contract:

- Make the Customer's Guests aware of the Privacy Policy;
- Obtain the consent of the Customer's Guests to disclose their personal information to the Hotel; and warrant and represent to the Hotel that Customer is:

(a) entitled to disclose the personal information of the Customer's Guests to the Hotel

(b) authorized to act as agent of each of the Customer's Guests for the purposes set out in this

Section.

Yours Truly

Nepa Srl

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