

World Avenues SA 2017 F.I.T. (INDIVIDUAL) AGREEMENT

1. PARTIES, PURPOSE AND LENGTH

This FIT Agreement is entered by the following Parties: World Avenues SA (hereinafter referred to as the "Tour Operator") with its principal office at 14, rue Ferrier, 1202 Geneva, Switzerland and the following Hotel of the VICTORIA-JUNGFRAU COLLECTION:

EDEN AU LAC in Zurich

(Hereinafter referred to as the "Hotel"), and is valid till December 31st, 2017.

This Agreement states the terms and conditions under which the Hotel will co-operate with the Tour Operator. The Agreement begins upon receipt of a signed copy of the same.

2. 2017 F.I.T. RATES

The Hotel will grant the Tour Operator the right to book rooms and suites for the duration of this Agreement at the confidential FIT rates as specified in the "Exhibit A FIT" which constitutes part of this Agreement.

F.I.T. rates are quoted in CHF currency, on a per room per night basis. Rates are inclusive of VAT, service charge and city tax.

Further inclusions: Full buffet breakfast and W-LAN or W-LAN only (depending on the selected rate).

F.I.T. rates are net to the Hotel and non-commissionable.

The Hotel will honour reservations at F.I.T. rates up to a maximum of 5 rooms per night.

3. SPECIAL COMMISSION POLICY APPLIED ON PACKAGES AND PROMOTIONAL RATES SOLD THROUGH WWW.EDENAULAC.CH

To protect your business, and to prevent you from falling into situations that might make your selling price overpriced in specific circumstances, you will have the possibility of reserving all the special promotional rates that are available on our websites, your **special** commission will be:

- On packages which include accommodation you receive a commission as detailed in the Travel Agency Information.
- 15% commission on promotional rates.

The only requirement to receive the special commission on our Promotional Rates will be:

- When you place the reservation, the promotional rate of your choice must be open to sales through our Web for the exact dates and for the same type of room you are requesting for your client.
- Bookings based on packages and promotions available through our website will be invoiced at the same price
 as published on our website, and payments will be requested net of your applicable commission. The deposit



and cancellation policies of the packages and promotions will apply (details on our website) and may differ from those valid for reservations at FIT rates.

 Bookings made at our package or promotional rates with the special commission can't be combined with any other offer.

4. CHILDREN & EXTRABED POLICY

All children are welcome. Baby cots for children under the age of 3 years are free of charge. Regarding further children reductions and children meal policies, please refer to "Exhibit A FIT" of the Hotel. Maximum capacity of extra beds or baby cots in a room is 1. Extra bedding and baby cots available only in double rooms, junior suites and deluxe suites at EDEN AU LAC. No extra bed possible in single rooms. The availability of extra beds and or baby cots need to be confirmed by the hotel.

5. PAYMENT PROCEDURE & GENERAL TERMS OF BUSINESS

Invoices are to be paid by the Tour Operator within 30 days of the invoice date, without any deductions. In the event of any complaints, these must be submitted within 10 days of the date of invoice. The currency for payment is CHF.

Payments will be made via bank transfer to the Hotels bank account detailed here below (bank transfer costs have to be fully paid by the Tour Operator):

Hotel EDEN AU LAC AG

Credit Suisse AG, 8070 Zürich

IBAN: CH68 0483 5238 5561 4100 0; BIC: CRESCHZZ80A

Every payment has to clearly state references such as the client names, dates of stay and the Hotels invoice number.

In the event that payment is not performed by the Tour Operator within the above terms, the Tour Operator defaults without further reminders and is liable to payment of 5% default interest. If payment is not effected after the second reminder, the Hotels are entitled to discontinue provision of services to the customer without further notice. The individual general terms and conditions of each Hotel apply for this agreement.



6. CANCELLATION POLICY

Any cancellation by the Tour Operator must be advised to the Hotels in writing and will come into effect on the day it is received. The Hotels will assess the following cancellation fees, depending upon the date the notice of cancellation was received:

Length of stay	Condition
1 to 4 nights	The reservation may be cancelled by the guest free of charge until 18 hrs (hotel's local
	time) 2 days prior to the scheduled arrival.
5 to 8 nights	The reservation may be cancelled free of charge until 4 days prior to arrival.
9 or more nights	The reservation may be cancelled free of charge until 8 days prior to arrival.
30 or more nights	A non-refundable prepayment is required.
(longstay guests)	

Conditions of cancellation

In the event of later cancellations than the above mentioned terms, no-shows or earlier than scheduled departures, the hotel will invoice the tour operator for at least 50% of the cancelled services, however in any case for at least 1 room night. Please note, that during High Season, Peak Periods and Festivals the conditions of cancellation may vary from the above mentioned terms.

Seasons

High Season	July 01, until	In the event of later cancellations than the above mentioned terms, no-shows or
	August 31, 2017	earlier than scheduled departures, the hotel will invoice the tour operator for
		100% of the cancelled services.
Street Parade	August 12, 2017	In the event of later cancellations than the above mentioned terms, no-shows or
		earlier than scheduled departures, the hotel will invoice the tour operator for
		100% of the cancelled services.
New Year's Eve	December 31,2017	All reservations may be cancelled 7 days prior to arrival. Afterwards a 100%
		penalty applies.

7. DISTRIBUTION OF RATES ON THE INTERNET OR TO THIRD PARTIES

Contracted F.I.T. rates are confidential and are not to be disclosed directly to any other party.

The Tour Operator is not entitled to sell and promote the contracted F.I.T. rates on any consumer internet website, either directly or via a secondary agent. The distribution of any net (bed and breakfast or room only) rate through an Internet Site or Global Distribution System is strictly forbidden unless the Tour Operator applies the following.

The Tour Operator is not entitled to sell any net rate (bed and breakfast or room only) under **EDEN AU LAC's** "Best Available Rate" sold through www.edenaulac.ch

The Hotel reserves the right to immediately terminate the agreement in case of violation of the above term.



8. GUARANTEED EXPOSURE TO THE HOTEL

The Tour Operator will be an active partner of the Hotel and will offer full support to position the Hotel as their preferred luxury resorts in Zurich.

In particular, the Hotel will benefit of:

- The best available space on the Tour Operator 2017 catalogue and website, featuring several images of the Hotel as well as a detailed description of the facilities
- Prominent exposure of the Hotels Special Promotions on the Tour Operator's website
- Assistance in distributing and selling special time-sensitive promotions via direct mailings, enewsletters, website promotions etc.
- The possibility of conducting sales calls to the Tour Operator's Product Manager and training sessions to the Tour Operator's Reservations Agents

9. PROPERTY GENERAL INFORMATION

For your information and perusal we are including the Hotels **fact-sheet**. For the latest information, please visit our website: www.edenaulac.ch

10. HOTEL IMAGES

During the term of this Agreement, the Hotel give the Tour Operator the non-exclusive right, solely for the purposes of marketing and promoting the Hotel, to use the name, information, including images, photographs, logo and trademarks (Hotels Proprietary Materials). <u>High resolution images</u> (300 dpi) can be downloaded directly from our websites <u>www.victoria-jungfrau-collection.ch</u> in the tab press under image database (ID: vjc / PW: presse). The lay-out of all intended hotel descriptions and images on brochures are subject to written approval from the Hotel prior to publication.

12. TERMINATION

This Agreement may be terminated immediately upon written notice by either Party if the other Party ceases to do business, becomes insolvent, or is subject to bankruptcy or insolvency proceedings, whether actual or reasonably believed to be imminent. If reasonable grounds for insecurity arise with respect to either Party's performance of this Agreement, the other Party may in writing demand adequate assurance of due performance. Until such Party receives such assurance in writing, it may suspend its performance of this Agreement. If such Party does not receive such written assurance within seven (7) days after its request therefore, then such Party may immediately terminate this Agreement.



13. SIGNATURE

This Contract, with exhibits attached, constitutes the entire agreement between the Parties, and may not be amended or changed unless done so in writing, signed by the Hotels and the Tour Operator.

The undersigned represent that they are authorized to sign and enter into this Contract. The Agreement will bind both the Tour Operator and the Hotels and, except as specified otherwise, may be cancelled by either party upon thirty (30) days prior written notice. This Agreement shall terminate immediately upon the termination or expiration of the Agreement.

Date: 11/11/3016 Submitted by

Michael Stühler General Manager EDEN AU LAC Zurich, Switzerland Date: World Avenues Switzerland
Accepted by

Melanie Wyss Benjamin Biäsch Sales Manager Rooms Division

Benjamin Biäsch

Tarres Phienry

Rooms Division Manager

World Avenues

Geneva, Switzerland

Important

This contract will be valid only if a copy <u>signed by the Tour Operator</u> is received within 14 days from date of submission (e-mail a pdf to <u>m.wyss@edenaulac.ch</u> or fax to +41 (0) 44 266 25 00).



FIT (INDIVIDUAL) RATES 2017 / VALID JANUARY 1 - DECEMBER 31 NET RATES INCLUDING BREAKFAST

HIGH SEASON: MIDWEEK*	CHF	
PRICE PER ROOM	Double use	Single use
Superior Single Room	./.	312
Deluxe Single Room	./.	370
Superior Double Room	509	494
Deluxe Double Room (lake view)	557	542
Business Suite (lake view)	913	913
Deluxe Suite (lake view)	1082	1082

^{*}valid only midweek days (Mon, Tue, Wed, Thu)

LOW SEASON: WEEKEND** AND JANUARY 1 – JANUARY 15 , JANUARY 23 – FEBRUARY 28, MARCH 31 – APRIL 30, OCTOBER 6 – DECEMBER 30	C	HF
PRICE PER ROOM	Double use	Single use
Superior Single Room	./.	258
Deluxe Single Room	./.	312
Superior Double Room	413	398
Deluxe Double Room (lake view)	467	452
Business Suite (lake view)	<i>7</i> 91	791
Deluxe Suite (lake view)	903	903

^{**}valid only weekend days (Fri, Sat, Sun)

Room rates are net and include the EDEN breakfast buffet, WIFI Internet, service, VAT, and city tax.

FOOD & BEVERAGE (PER PERSON)	CHF
EDEN Dinner (3-course dinner)	55
CHILDREN & EXTRABED POLICY	CHF
Baby cot for children under 2 years in parents' room (bed only)	Free of charge
Reduction on EDEN breakfast and EDEN dinner for children between 3 and under 12 years	50%
Extra bed for children between 3 and under 12 years in parents' room (max. 1 extra bed per room, incl. breakfast, service and VAT)	50
Reduction on room rate for Children between 3 and under 16 years	25%

(max. 1 extra bed per room, incl. breakfast, service, VAT and city tax)

in separate room (discount applies on the FIT rate)

EDEN AU LAC

Utoquai 45, CH-8008 Zürich, Tel. +41 (0)44 266 25 25, Fax +41 (0)44 266 25 00 info@edenaulac.ch, www.edenaulac.ch



Extra bed from 12 years

VICTORIA IUNGURAL COLLECTION



143.-

ADDITIONAL
Parking per night and car

CHF
35.-

CANCELLATION POLICY

As per separate contract. The General Business Conditions of the EDEN AU LAC apply, where this contract does not have a separate regulation.

Maximum 5 rooms (1 - 10 individual travellers) per inquiry.

The billing will be in Swiss Francs.

CLOSED OUT DATES

For certain periods during the year, we cannot accept bookings with your FIT rates. However, reservations can be made at our "Best Available Rate" and we will be pleased to grant you a 15% commission. In order to keep you updated with possible closed out dates, please indicate here below the contact details of the person at your company we should get in touch with.

Name: Position: Email address:

stopsales@world-avenues.ch

Closed Out Dates 2017:

2 February (Buy out booking of hotel)

24 February (Buy out booking of hotel)

9-14 June (Art Basel)

12 August (Streetparade Zurich)

31 December (New Year's Eve Zurich): Minimal stay 4 nights

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FIT (INDIVIDUAL) RATES 2017 / VALID JANUARY 1 - DECEMBER 31 NET RATES EXCLUDING BREAKFAST

HIGH SEASON: MIDWEEK*	CH	I F
PRICE PER ROOM	Double use	Single use
Superior Single Room	./.	297
Deluxe Single Room	./.	355
Superior Double Room	479	479
Deluxe Double Room (lake view)	527	527. -
Business Suite (lake view)	883	883
Deluxe Suite (lake view)	1052,-	1052

^{*}valid only midweek days (Mon, Tue, Wed, Thu)

LOW SEASON: WEEKEND** AND JANUARY 1 – JANUARY 15 , JANUARY 23 – FEBRUARY 28, MARCH 31 – APRIL 30, OCTOBER 6 – DECEMBER 30	C	HF
PRICE PER ROOM	Double use	Single use
Superior Single Room	./.	243
Deluxe Single Room	./.	297
Superior Double Room	383	383
Deluxe Double Room (lake view)	437	437
Business Suite (lake view)	761	761
Deluxe Suite (lake view)	873	873

^{**}valid only weekend days (Fri, Sat, Sun)

Room rates are Room only net rates and include WIFI internet, service, VAT, and city tax.

FOOD & BEVERAGE (PER PERSON)	CHF
EDEN breakfast buffet	40
EDEN Dinner (3-course dinner)	55

CHILDREN & EXTRABED POLICY	CHF
Baby cot for children under 2 years in parents' room (bed only)	Free of charge
Reduction on EDEN breakfast and EDEN dinner	50%
for children between 3 and under 12 years	·
Extra bed for children between 3 and under 12 years in parents' room	50
(max. 1 extra bed per room, incl. breakfast, service and VAT)	
Reduction on room rate for Children between 3 and under 16 years	25%
in separate room (discount applies on the FIT rate)	,
Extra bed from 12 years	100
(max. 1 extra bed per room, incl. service and VAT)	

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12 August (Streetparade Zurich)

31 December (New Year's Eve Zurich): Minimal stay 4 nights

All rates are subject to change without any previous notice.



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