

## SHANGRI-LA HOTEL, PARIS WHOLESALE CONTRACT



### WORLD AVENUES SA – Travel Services

**From January 1<sup>st</sup>, 2018  
Until December 31<sup>st</sup>, 2018**

**Between:**

<b>Company Name:</b>	<b>World Avenues SA – Travel Services</b>
<b>Address:</b>	14, Rue Ferrier, CH-1202 Geneva – Switzerland
<b>Telephone:</b>	+41 (0) 2 25 48 12 11
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<b>Sales Contact:</b>	Mohamed Gharib - Contracting Manager - <a href="mailto:contracting@world-avenues.ch">contracting@world-avenues.ch</a>
<b>Freesale contact:</b>	<a href="mailto:stopsales@world-avenues.ch">stopsales@world-avenues.ch</a>

**And:**

<b>Company Name:</b>	<b>Shangri-La Hotel, Paris</b>
<b>Address:</b>	10, Avenue d'Iéna - 75 116 Paris – France
<b>Telephone:</b>	+33 (0) 1 53 67 19 98
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**Sales Team Contact:** Mr Roger Maroun – Sales Manager  
[roger.maroun@shangri-la.com](mailto:roger.maroun@shangri-la.com) / +33 (0) 1 53 67 19 71

**Hotel Reservations:** Mr Hubert Savouré – Reservations/Customer Sales Manager  
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## WHOLESALE AGREEMENT

Any agreed special terms and conditions contained in the present contract (hereinafter the “contract”) shall prevail over the standard terms and conditions.

It is indicated that, in the event of any conflict between these standard terms and conditions and the special terms and conditions set forth in the Contract, the latter shall prevail.

1. **Validity Term:** From January 1<sup>st</sup> 2018 until December 31<sup>st</sup> 2018.

2. **2018 Negotiated net rates**

a. **Negotiated Rates inclusive breakfast:**

Room & Suite Rates per season			Superior Room	Deluxe Room	Terrace Room	Junior Suite
		2018 Published Rate	1,500.00 €	1,600.00 €	1,700.00 €	1,800.00 €
January 1, 2018	January 17, 2018	Low Season	620.00 €	690.00 €	790.00 €	880.00 €
January 18, 2018	January 26, 2018	Shoulder Season	700.00 €	770.00 €	880.00 €	1,000.00 €
January 27, 2018	February 28, 2018	Low Season	620.00 €	690.00 €	790.00 €	880.00 €
March 1, 2018	March 8, 2018	Shoulder Season	700.00 €	770.00 €	880.00 €	1,000.00 €
March 9, 2018	March 29, 2018	Low Season	620.00 €	690.00 €	790.00 €	880.00 €
March 30, 2018	May 21, 2018	Shoulder Season	700.00 €	770.00 €	880.00 €	1,000.00 €
May 22, 2018	June 30, 2018	High Season	880.00 €	950.00 €	1,050.00 €	1,120.00 €
July 1, 2018	July 4, 2018	Event Dates	BAR -20%			
July 5, 2018	September 5, 2018	Shoulder Season	700.00 €	770.00 €	880.00 €	1,000.00 €
September 6, 2018	September 26, 2018	High Season	880.00 €	950.00 €	1,050.00 €	1,120.00 €
September 27, 2018	October 3, 2018	Event Dates	BAR -20%			
October 4, 2018	October 27, 2018	Shoulder Season	700.00 €	770.00 €	880.00 €	1,000.00 €
October 28, 2018	December 28, 2018	Low Season	620.00 €	690.00 €	790.00 €	880.00 €
December 29, 2018	December 31, 2018	Event Dates	BAR -20%			

Room & Suite Rates per season			Junior Suite Paris view	Deluxe Suite	Duplex Suite	Terrace Suite
		2018 Published Rate	1,900.00 €	2,200.00 €	2,400.00 €	3,200.00 €
January 1, 2018	January 17, 2018	Low Season	1,050.00 €	1,250.00 €	1,500.00 €	1,900.00 €
January 18, 2018	January 26, 2018	Shoulder Season	1,200.00 €	1,400.00 €	1,700.00 €	2,000.00 €
January 27, 2018	February 28, 2018	Low Season	1,050.00 €	1,250.00 €	1,500.00 €	1,900.00 €
March 1, 2018	March 8, 2018	Shoulder Season	1,200.00 €	1,400.00 €	1,700.00 €	2,000.00 €
March 9, 2018	March 29, 2018	Low Season	1,050.00 €	1,250.00 €	1,500.00 €	1,900.00 €
March 30, 2018	May 21, 2018	Shoulder Season	1,200.00 €	1,400.00 €	1,700.00 €	2,000.00 €
May 22, 2018	June 30, 2018	High Season	1,300.00 €	1,550.00 €	1,800.00 €	2,350.00 €
July 1, 2018	July 4, 2018	Event Dates	BAR -20%			
July 5, 2018	September 5, 2018	Shoulder Season	1,200.00 €	1,400.00 €	1,700.00 €	2,000.00 €
September 6, 2018	September 26, 2018	High Season	1,300.00 €	1,550.00 €	1,800.00 €	2,350.00 €
September 27, 2018	October 3, 2018	Event Dates	BAR -20%			
October 4, 2018	October 27, 2018	Shoulder Season	1,200.00 €	1,400.00 €	1,700.00 €	2,000.00 €
October 28, 2018	December 28, 2018	Low Season	1,050.00 €	1,250.00 €	1,500.00 €	1,900.00 €
December 29, 2018	December 31, 2018	Event Dates	BAR -20%			

### Comments:

- The preferred rates are net, in Euros including VAT, services charge for 1 or 2 guests.
- A choice of daily Continental, American or “Shangri-La” breakfast included in the room rate for 1 or 2 guests.
- Supplement for 3<sup>rd</sup> person (Starting from 12 years old) in the room is 150.00 EUR per night starting from the Deluxe Room category (not applicable on the Superior Rooms) and upon request only.
- The local City Tax is in supplement at 4.40€ per person adult per day. Should the amount of the local City Tax be modified, depending on the official government decision, we will apply it accordingly.
- The preferred rates apply for a maximum of 3 guest rooms per night per Wholesaler contract.

The following other rooms and suites categories are available based upon availability at time of request:

- Eiffel view Room
- Terrace Eiffel view Room
- Duplex Eiffel view Suite
- Duplex Terrace Eiffel view Suite
- La Suite Gustave Eiffel
- La Suite Chaillot
- L'Appartement Prince Bonaparte
- La Suite Shangri-La

The "Published Rate" is given as an indication of the highest "Best Available Rate" or BAR during the period of the contract. The Hotel reserves the right to modify the proposed prices in the event of any legislative and/or regulatory change likely to cause a change in its prices (change in the applicable VAT rate, creation of a new tax, etc.).

Notwithstanding the Rates and Taxes specified in this Agreement, the Hotel shall have the right to give Notice to the Wholesaler of any change that may apply to the prevailing rates of Service charges and taxes by whatever name called and specify the date when such change shall become effective. On receipt of such a Notice, the Wholesaler shall be liable for the payment of the revised rates of service charge or taxes.

No commission is payable to any person on the mentioned rate, service charges and taxes.

**b. Negotiated room only net rate:**

Room & Suite Rates per season			Superior Room	Deluxe Room	Terrace Room	Junior Suite
		2018 Published Rate	1,500.00 €	1,600.00 €	1,700.00 €	1,800.00 €
January 1, 2018	January 17, 2018	Low Season	580.00 €	650.00 €	750.00 €	840.00 €
January 18, 2018	January 26, 2018	Shoulder Season	660.00 €	730.00 €	840.00 €	960.00 €
January 27, 2018	February 28, 2018	Low Season	580.00 €	650.00 €	750.00 €	840.00 €
March 1, 2018	March 8, 2018	Shoulder Season	660.00 €	730.00 €	840.00 €	960.00 €
March 9, 2018	March 29, 2018	Low Season	580.00 €	650.00 €	750.00 €	840.00 €
March 30, 2018	May 21, 2018	Shoulder Season	660.00 €	730.00 €	840.00 €	960.00 €
May 22, 2018	June 30, 2018	High Season	840.00 €	910.00 €	1,010.00 €	1,080.00 €
July 1, 2018	July 4, 2018	Event Dates	BAR -20%			
July 5, 2018	September 5, 2018	Shoulder Season	660.00 €	730.00 €	840.00 €	960.00 €
September 6, 2018	September 26, 2018	High Season	840.00 €	910.00 €	1,010.00 €	1,080.00 €
September 27, 2018	October 3, 2018	Event Dates	BAR -20%			
October 4, 2018	October 27, 2018	Shoulder Season	660.00 €	730.00 €	840.00 €	960.00 €
October 28, 2018	December 28, 2018	Low Season	580.00 €	650.00 €	750.00 €	840.00 €
December 29, 2018	December 31, 2018	Event Dates	BAR -20%			

Room & Suite Rates per season			Junior Suite Paris view	Deluxe Suite	Duplex Suite	Terrace Suite
		2018 Published Rate	1,900.00 €	2,200.00 €	2,400.00 €	3,200.00 €
January 1, 2018	January 17, 2018	Low Season	1,010.00 €	1,210.00 €	1,460.00 €	1,860.00 €
January 18, 2018	January 26, 2018	Shoulder Season	1,160.00 €	1,360.00 €	1,660.00 €	1,960.00 €
January 27, 2018	February 28, 2018	Low Season	1,010.00 €	1,210.00 €	1,460.00 €	1,860.00 €
March 1, 2018	March 8, 2018	Shoulder Season	1,160.00 €	1,360.00 €	1,660.00 €	1,960.00 €
March 9, 2018	March 29, 2018	Low Season	1,010.00 €	1,210.00 €	1,460.00 €	1,860.00 €
March 30, 2018	May 21, 2018	Shoulder Season	1,160.00 €	1,360.00 €	1,660.00 €	1,960.00 €
May 22, 2018	June 30, 2018	High Season	1,260.00 €	1,510.00 €	1,760.00 €	2,310.00 €
July 1, 2018	July 4, 2018	Event Dates	BAR -20%			
July 5, 2018	September 5, 2018	Shoulder Season	1,160.00 €	1,360.00 €	1,660.00 €	1,960.00 €
September 6, 2018	September 26, 2018	High Season	1,260.00 €	1,510.00 €	1,760.00 €	2,310.00 €
September 27, 2018	October 3, 2018	Event Dates	BAR -20%			
October 4, 2018	October 27, 2018	Shoulder Season	1,160.00 €	1,360.00 €	1,660.00 €	1,960.00 €
October 28, 2018	December 28, 2018	Low Season	1,010.00 €	1,210.00 €	1,460.00 €	1,860.00 €
December 29, 2018	December 31, 2018	Event Dates	BAR -20%			

**Comments:**

- The preferred rates are net, in Euros including VAT, services charge and are room only rate for 1 or 2 person.
- Supplement for 3<sup>rd</sup> person (Starting from 12 years old) in the room is 100.00 EUR per night starting from the Deluxe Room category (not applicable on the Superior Rooms) and upon request only.
- The local City Tax is in supplement at 4.40€ per person adult per day. Should the amount of the local City Tax be modified, depending on the official government decision, we will apply it accordingly.
- The preferred rates apply for a maximum of 3 guest rooms per night per Wholesaler contract.

The following other rooms and suites categories are available based upon availability at time of request:

- Eiffel view Room
- Terrace Eiffel view Room
- Duplex Eiffel view Suite
- Duplex Terrace Eiffel view Suite
- La Suite Gustave Eiffel
- La Suite Chaillot
- L'Appartement Prince Bonaparte
- La Suite Shangri-La

The "Published Rate" is given as an indication of the highest "Best Available Rate" or BAR during the period of the contract. The Hotel reserves the right to modify the proposed prices in the event of any legislative and/or regulatory change likely to cause a change in its prices (change in the applicable VAT rate, creation of a new tax, etc.).

Notwithstanding the Rates and Taxes specified in this Agreement, the Hotel shall have the right to give Notice to the Wholesaler of any change that may apply to the prevailing rates of Service charges and taxes by whatever name called and specify the date when such change shall become effective. On receipt of such a Notice, the Wholesaler shall be liable for the payment of the revised rates of service charge or taxes.

No commission is payable to any person on the mentioned rate, service charges and taxes.

### **3. Event Dates:**

Any reservation made during « Event Dates » will be subject to special conditions.

A list of these dates is provided as indication only, and is susceptible to be modified by the organizers of the said-events.

If a reservation is made prior to the modification of the dates of an event, and the period is no longer considered as "Event Dates", the more favorable conditions shall be applied to the Client. If the reservation is made after the modification of the dates of an event, and the period is then considered as an "Event Dates", then the special "Event Dates" conditions shall apply.

### **4. Condition of preferred net rates**

All contracted net rates should not be sold directly to the client and/or sold and should always be packaged with meals, transfers and/or airfare and are accorded by the Hotel on the condition that the rates are **marked up by at least 30%, in order to follow the best rate guarantee policy of our brand.**

All contracted net rates are confidential and they should not be disclosed, directly or indirectly, unless explicit written approval is given by the Hotel.

Should the rate but sold without being packaged, the contracted rates are not applicable. Instead the Hotel's BAR (Best Available Rates) will apply. **A 20% discount on our BAR will be accorded by the Hotel on the condition that the rates are marked up by at least 25%.**

All preferred rates should not be sold to any third party internet websites. Violation of these conditions shall render the agreement null and void. In any case, all contracted net rates are not to be sold to any third party internet websites such as the following partners: AMOMA, PRESTIGIA, HOTELING. The above list is not comprehensive and can be modified anytime.

Should reservations come through via any of the above mentioned travel sites or any third party internet websites, Shangri-La Hotel, Paris will not honor the reservation and should the client arrive and check-in we will charge back to the Wholesaler the full stay amount based on the BAR of the day.

Both parties shall meet at the latest 6 months after the start of the contract (1<sup>st</sup> of June 2018). At the term of this period, the Hotel reserves the right to redefine the terms and conditions of the contract in case of non-materialization by the Wholesaler of the agreed volume of room nights during the first period.



## 5. Free Sales :

Please be informed of the below release dates per season, any rooms and suites outside the freesale shall be offered upon request only. The hotel reserves the right to ask an anticipated release of the rooms on freesales, if the said-rooms have not yet been allocated.

Each time the Hotel wants to close the freesales on a specific date, the Hotel will send an email to the designated contact named on the 1<sup>st</sup> page of the contract or by default the Wholesaler Sales Contact. The Wholesaler shall give back the room to the Hotel's inventory immediately after reception of the email.

If a reservation is made on the freesales room before the email is sent, the hotel shall maintain its commitment and shall confirm the Wholesaler's reservation.

FreeSale Chart						
		Freesale Release Date	Superior Room	Deluxe Room	Terrace Room	Junior Suite
January 1, 2018	January 17, 2018	3	Freesale	Freesale	Freesale	Freesale
January 18, 2018	January 26, 2018	5	Freesale	Freesale	Freesale	Freesale
January 27, 2018	February 28, 2018	3	Freesale	Freesale	Freesale	Freesale
March 1, 2018	March 8, 2018	5	Freesale	Freesale	Freesale	Freesale
March 9, 2018	March 29, 2018	3	Freesale	Freesale	Freesale	Freesale
March 30, 2018	May 21, 2018	5	Freesale	Freesale	Freesale	Freesale
May 22, 2018	June 30, 2018	7	Freesale	Freesale	Freesale	Freesale
July 1, 2018	July 4, 2018	N/A	On Request	On Request	On Request	On Request
July 5, 2018	September 5, 2018	5	Freesale	Freesale	Freesale	Freesale
September 6, 2018	September 26, 2018	7	Freesale	Freesale	Freesale	Freesale
September 27, 2018	October 3, 2018	N/A	On Request	On Request	On Request	On Request
October 4, 2018	October 27, 2018	5	Freesale	Freesale	Freesale	Freesale
October 28, 2018	December 28, 2018	3	Freesale	Freesale	Freesale	Freesale
December 29, 2018	December 31, 2018	N/A	On Request	On Request	On Request	On Request

FreeSale Chart						
		Freesale Release Date	Junior Suite Paris view	Deluxe Suite	Duplex Suite	Terrace Suite
January 1, 2018	January 17, 2018	3	Freesale	Freesale	Freesale	Freesale
January 18, 2018	January 26, 2018	5	Freesale	Freesale	Freesale	Freesale
January 27, 2018	February 28, 2018	3	Freesale	Freesale	Freesale	Freesale
March 1, 2018	March 8, 2018	5	Freesale	Freesale	Freesale	Freesale
March 9, 2018	March 29, 2018	3	Freesale	Freesale	Freesale	Freesale
March 30, 2018	May 21, 2018	5	Freesale	Freesale	Freesale	Freesale
May 22, 2018	June 30, 2018	7	Freesale	Freesale	Freesale	Freesale
July 1, 2018	July 4, 2018	N/A	On Request	On Request	On Request	On Request
July 5, 2018	September 5, 2018	5	Freesale	Freesale	Freesale	Freesale
September 6, 2018	September 26, 2018	7	Freesale	Freesale	Freesale	Freesale
September 27, 2018	October 3, 2018	N/A	On Request	On Request	On Request	On Request
October 4, 2018	October 27, 2018	5	Freesale	Freesale	Freesale	Freesale
October 28, 2018	December 28, 2018	3	Freesale	Freesale	Freesale	Freesale
December 29, 2018	December 31, 2018	N/A	On Request	On Request	On Request	On Request

**6. Reservations Conditions :**

**Rooms & Junior Suites Occupancy:**

- Superior Room = Maximum occupancy of 2 guests
- Deluxe Room and above (up to the Junior Suite Paris view) = Maximum room occupancy is 3 guests.
- Upon request, an extra bed for a third person is possible from the Deluxe Room category and above and based upon availability.
- Baby cot is available free of charge and upon request, starting from the Deluxe Room category.
- Connecting rooms are available on request only and upon availability at time of booking.

**Suite Occupancy:**

- Maximum suite occupancy is 4 guests, with a maximum of 3 adults or 2 adults and 2 children under 12 years old.
- The allowed 4<sup>th</sup> person should be under 12 years old and is not chargeable of any additional fee.
- Baby cot is available free of charge and upon request, starting from the Deluxe Room category.
- Connecting rooms and suites are available on request only and upon availability at time of booking.

**Arrival and Departure:**

- **Check-in time:** Rooms are available from 3:00 PM on the day of arrival  
In case of an early arrival, it is suggested to reserve the room for the prior night to guarantee immediate access.
- **Check-out time:** Rooms must be released before noon (12:00 PM) on the day of departure  
Similarly, in case of a late departure, it is suggested to reserve an additional night in order to guarantee access to the room until the guest leaves the Hotel.

**Client Information:**

The names, flight details, arrival and departure date for each individual must be provided at least eight days prior to the arrival date of the Client.

**7. Non Smoking Policy:**

We wish to inform you that the Hotel, Paris is exclusively non-smoking.

The Hotel reserves the right to charge a one night fee for cleaning if the smell of tobacco is detected in the room.

**8. Payment Conditions**

Payment will be made in Euros.

- Full pre-payment for each reservation shall be made by the Wholesale at least 7 days before arrival. The Hotel reserves the right to cancel the reservation of any reserved rooms that have not been fully pre-paid for.

## SPECIAL BENEFITS AND AMENITIES

As we understand how important connectivity, efficiency and comfort are to our guests, we have designed a set of amenities and benefits to help enhance your clients stay at our property.

### **Shangri-La Hotel, Paris Benefits include:**

- Hotel Direct Reservation Department available to answer all of your reservations needs via email at [reservations.slpr@shangri-la.com](mailto:reservations.slpr@shangri-la.com) or via telephone: +33 (0) 1 53 67 19 64.
- Free Wi-Fi access in all hotel rooms, public areas and limousines for complete connectivity.
- Complimentary amenities including:
  - Daily refreshed fruit basket
  - White Fragrance tea that will be served in the room upon arrival.
  - Coffee / tea-making facilities in all guestrooms
  - PressReader service (unlimited access to over 2,000 digital newspapers and magazines),
  - Access to our CHI, the Spa facilities to provide travelers with the conveniences of home including hamman, fitness and 16m\*5m swimming pool bathed in natural daylight.
  - Personalized in-room check-in for both rooms & suites.
- Invitation to enroll in our Golden Circle loyalty program. After staying 20 qualifying nights in a year, your guest will be upgraded to Jade membership and to Diamond membership after 50 qualifying nights.

### **Shangri-La Hotel, Paris Honeymoon and Birthday/Anniversary Amenities:**

For every guest enjoying their Honeymoon or Birthday/Anniversary at Shangri-La Hotel, Paris we are happy to include in the room the following amenities:

- Bottle of Champagne
- Signature Amenity created by our Chef

The above amenities are extended on the understanding that the Wholesaler has verified information with the guest. The Hotel may reserve the right to ask the Wholesaler for valid documents in case of dispute.

### **Guaranteed Twin Bedroom:**

- Guaranteed Twin bedroom at time of booking in the Superior Room, Deluxe Room, and Deluxe Suite categories, if requested upon booking and available upon booking.



## ROOMS & SUITES CATEGORIES PRESENTATION

Shangri-La Hotel, Paris offers 101 rooms including 36 suites. As with the rest of the hotel, Richard Martinet directed the architectural renovations and Pierre-Yves Rochon designed the interior style – at times “Empire,” at times “Luxury minimalist,” at times a stunning mix of both.

South-facing and bathed in natural light, numerous rooms and suites feature a breathtaking, direct view of the Eiffel Tower and the Seine. The majority of rooms and suites are large enough and equipped to entertain friends, family or business partners.

The hotel’s rooms and suites are divided into the below categories:

	N° rooms	Size sqm	Size sqf	View	2018 Published Rate
<b>Superior Room</b>	19	36	385	Hotel Courtyard or Hotel glass Cupola view	1,500 €
<b>Deluxe Room</b>	25	40	430	Hotel garden or City view-Hotel surrounding avenues	1,600 €
<b>Terrace Room</b>	6	45	485	Hotel garden or City view-Hotel surrounding avenues	1,700 €
<b>Eiffel view Room</b>	8	45	485	Eiffel Tower view	2,000 €
<b>Terrace Eiffel view Room</b>	5	55	590	Eiffel Tower view	2,200 €
<b>Junior Suite</b>	9	55	590	Hotel courtyard or City view-Hotel surrounding avenues	1,800 €
<b>Junior Suite Paris view</b>	5	55	590	Hotel garden and Partial view Eiffel Tower	1,900 €
<b>Deluxe Suite</b>	6	60	645	Hotel courtyard or City view-Hotel surrounding avenues	2,200 €
<b>Duplex Suite</b>	3	80	860	City view-Hotel surrounding avenues	2,400 €
<b>Terrace Suite</b>	5	70	750	Partial view Eiffel Tower	3,200 €
<b>Duplex Eiffel view Suite</b>	3	80	860	Eiffel Tower view	3,800 €
<b>Duplex Terrace Eiffel view Suite</b>	2	70	750	Eiffel Tower view	4,500 €
<b>La Suite Gustave Eiffel</b>	1	70	750	Eiffel Tower view Located on hotel 6th floor	6,000 €
<b>La Suite Chailot</b>	1	110	1,175	Eiffel Tower view Located on hotel 5th floor	12,000 €
<b>L'Appartement Prince Bonaparte</b>	1	275	2,960	City view-Hotel surrounding avenues Located on hotel 2nd floor	18,000 €
<b>La Suite Shangri-La</b>	1	120	1,290	Eiffel Tower view Located on hotel 7th floor	22,000 €

The layout of each room and suite is custom-designed to integrate seamlessly into the building’s structure, taking into account the category and the elevation.

Apart from the Signature Suites, all rooms and suites are decorated in shades of blue, white and ecru, in keeping with both European Empire and Asian aesthetics. Interiors offer a pleasing harmony of textures and colours, from silk-threaded wallpaper, textured wall panels and refined crystal hardware on custom-made furnishings.

Each room and suite has a marble bathroom with heated floors, separate bathtub and rainfall shower and double sinks above which a flat-screen television is integrated into a large mirror. The majority have exterior windows to let in natural light and certain rooms offer a direct view of the Eiffel Tower from the bathtub. All rooms are equipped with complimentary Wi-fi and landline Internet connection. In honour of the group’s white tea signature fragrance worldwide, Shangri-La Hotel, Paris offers its guests BVLGARI White Tea toiletry products, in every room.

## SHANGRI-LA HOTEL, PARIS - STANDARD TERMS AND CONDITIONS

### Article 1: Recitals – Definitions

- Any agreed Special Terms and Conditions shall prevail over these Standard Terms and Conditions. It is indicated that, in the event of any conflict between these standard terms and conditions and the special terms and conditions set forth in the Contract, the latter shall prevail.
- For the purposes of this document, the expressions below shall have the following meaning:
  - “Hotel” means the SHANGRI-LA HOTEL located at 10 avenue d’Iéna, 75116 Paris, France.
  - “Wholesaler” means any contractor of the Hotel, or the Agent of such contractor.
  - “Client” means the end-client residing at the Hotel.
  - “Contract” means the whole comprised of these Standard Terms and Conditions and the Special Terms and Conditions negotiated with the Wholesaler, with a view to the booking by the Wholesaler of rooms, to the benefit of Clients along with incidental services agreed between the Wholesaler and the Hotel.

### Article 2: Booking terms

- The Hotel agrees to make available to the Wholesaler, for the individual accommodation of its Clients, hotel rooms at the rates specified in Appendix 1.
- The Client shall benefit from the proposed rates exclusively as regards the designated type of rooms, excluding any other category and subject to availability of the said rates. These rates may not be combined with any other applicable promotional offer. The Hotel reserves the right to modify the proposed rates, in case of any legislative and/or regulatory change likely to bring about price change (change in the applicable VAT rate, introduction of a new tax, etc.). The Wholesaler grants the Hotel the status of preferred accommodation service provider.
- Bookings must imperatively be specifically requested. The relevant requests shall be made before the Client’s arrival date by telephone or in writing (letter, fax or e-mail) directly from the relevant Hotel. No booking request can be made to the Hotel for more than 3 rooms per nights.
- When placing the booking, the Wholesaler agrees to refer to its contract in order to benefit from the negotiated rates. In default, an invoice shall be issued to the Wholesaler in the amount of the public rates applicable to the hotel services as displayed in the Hotel, and the Wholesaler shall pay the said invoice before departure of the Client.

### Article 3: Brochures

- The Wholesaler shall agree to list the Hotel in its brochures and to include at least one color photograph of the Hotel, if possible. The Wholesaler shall submit to the Hotel, for final approval, any description, picture or text referring to the Hotel. The Hotel or a representative of Shangri-La Hotels & Resorts shall directly monitor the process in the event that any change is to be made.

### Article 4: Confidentiality

- The Wholesaler shall not use the name, trademark, logo or other visuals related to the Hotel in any advertising or promotional medium, unless with the Hotel’s written consent. The Hotel shall accept the

same restrictions as regards compliance with the use of the Wholesaler’s name, trademark, logo or other communication feature owned by the Hotel. This provision shall not apply to the creation of signage documents during the normal course of the Hotel’s operations.

- The contracted rates are extended on the understanding that the Hotel will be featured in promotional brochures as a Five Star Deluxe/Palace property and a copy of the printed brochure must be submitted to the Hotel as soon as it is available.
- The contracted rates are not to be sold or featured on “room only” basis, but rather should be packaged with meals, transfers and/or airfare. The above rates not allocations should not be sold to any third party or via websites. Violation of these conditions shall render the agreement null and void.
- Should a room only rate be sold, the contracted rates are not applicable. Instead the Hotel’s BAR (Best Available Rates) will apply. A 20% commission/discount on BAR will be accorded by the Hotel on the condition that the rates are marked up by at least 25%.
- It is the responsibility of the Wholesaler to ensure that their agents, tour operators and retailers honor the Hotel’s Best Rate Guarantee (BRG) Policy. The Hotel reserves the right to terminate this Agreement and cancellation of all bookings made by the Wholesaler under this Agreement, in the event of any breach of any of the terms of this Agreement by the Wholesaler.
- The rates quoted are not available for e-commerce on any e-commerce website and should not be disclosed, directly or indirectly, unless written approval is given.

### Article 5: Amendment / Cancellation

- Any request for a modification or partial or total cancellation must be made by telephone and confirmed by fax or by e-mail sent to the Wholesaler’s contact person within the Hotel.
- The Hotel does not guarantee the availability of any such additional rooms or rooms of a category different from the initially selected rooms as the Wholesaler may wish to book after its initial booking.
- Room booking cancellation terms:
- Any booking cancellation must be notified directly to the Hotel no later than 4:00 p.m. on the day preceding the arrival. If the booking is not cancelled, and this actually prevents the resale of the room, or if one or more Clients do not show up (no show), then the Hotel shall charge to the Wholesaler the first night booked, on the basis of the contractual rate. In case of early departure of the Client, the Hotel shall charge to the Client or, in case of non-payment by such client, the Wholesaler for the whole of the remaining stay, on the basis of the contractual rate.
- Junior Suites & Suites booking cancellation terms:
- Any booking cancellation must be notified directly to the Hotel no later than 72 hours before the Client’s arrival date. If the booking is not cancelled, and this actually prevents the resale of the suite, or if one or more Clients do not show up (no show), then the Hotel shall charge to the Wholesaler the first night booked, on the basis of the contractual rate. In case of early departure of the Client, the Hotel shall charge the client or, in case of non-payment by such client, the Wholesaler for the whole of the remaining stay, on the basis of the contractual rate.
- Special cancellation terms (Event Dates):
- Any booking cancellation must be notified directly to the Hotel no later than 7 days before the Client’s arrival date. If the booking is not cancelled, and this actually prevents the resale of the room, or if one or more Clients do not show up (no show), then the Hotel shall charge to the Wholesaler the entire length of the use booked by the Client, on the basis of the contractual rate. In case of early departure of the

Client, the Hotel shall charge the client or, in case of non-payment by such client the Wholesaler for the whole of the remaining use, on the basis of the contractual rate.

- Signature Suites Cancellation Policy (La Suite Chaillot – La Suite Shangri-La – La Suite Impériale):
- Any booking cancellation must be notified directly to the Hotel no later than 7 days before the client's arrival date. If the booking is not cancelled, and this actually prevents the resale of the suite, or if one or more clients do not show up (no show), then the Hotel shall charge to the Wholesaler the first night booked, on the basis of the contractual rate. In case of early departure of the client, the Hotel shall charge to the Wholesaler the whole of the remaining stay, on the basis of the contractual rate.

#### **Article 6: Payments**

- All payments must be sent for processing to the Hotel within the period of 21 days preceding the Clients' arrival. The Hotel reserves the right to terminate unilaterally and without indemnity any booking, if the Wholesaler has not paid the full amount due upon the arrival of the Clients.
- Payments shall be made in Euro.
- A payment guarantee shall be sought from the Clients upon their arrival in order to cover any additional consumption. Any and all consumption not covered by the contract and additional consumption shall be paid on site by each Client before his departure. Failing such settlement, such consumption and additional consumption shall be directly charged to the Wholesaler, which agrees by its signature of the present Contracts to be jointly and severally responsible for paying the same.
- The Hotel only accepts the following means of payment: wire transfers to its account, cash within the limits of applicable legislation, credit card and bankers' checks endorsable in France.

SHANGRI LA HOTELS PARIS  
HSBC FR Paris CBC 504  
RIB: 30056 00504 05040 005284 80  
IBAN: FR76 3005 6005 0405 0400 0528 480  
BIC: CCFRFRPP

Thursday, August 3, 2017

  
**SHANGRI-LA HOTEL, PARIS**  
Mrs Pascale Adoner  
Director of Sales and Marketing

- In the event of any dispute concerning the invoice, the Client agrees to pay promptly the part of the invoice that is not challenged and to indicate to the Hotel within fifteen days from the invoice's issuance date the grounds for its challenge which must be genuine and serious

#### **Article 7: Termination of the Contract by the Hotel – Force majeure**

- The Hotel reserves the right to unilaterally terminate, without any notice period or indemnity, any reservation made in accordance with the Contract whose purpose or cause appears to be incompatible with the intended purpose of the premises or with generally accepted principles of morality or whose purpose or cause risks disruption of public order.
- The Hotel shall not be responsible for any breach of the Contract in case of force majeure, it being understood that any strike or conflict internal to the Hotel shall be defined as an event of force majeure.

#### **Article 8: Governing law – Jurisdiction**

- The Contract shall be governed by French law only.
- In event of dispute relating to this Contract, the Parties shall endeavor to find an amicable solution, and this, prior to any legal proceedings. All disputes relating to this Contract and which could not be amicably settled will be submitted to a court having jurisdiction in the Court of Appeal of Paris' area.

If you approve the provisions contained in this Contract, kindly initial all pages of the Contract, as well as the Standard Terms and Conditions of Sale, sign below, and return the original to the Hotel. After receipt of the said original, the Hotel shall counter-sign and return a copy. Once this document has been counter-signed, this document shall memorialize the final Contract between the parties.

According to the Article L.521-1 of the *Code de la Consommation*, in case of litigation on this contract, or during its production, the consumer can turn to an independent mediator. The Mediator in charge of "Tourism, Travel" and its access is available on the following website :

<http://www.mtv.travel/index.php?page=saisine-du-mediateur>

19.08.2017  
**WORLD AVENUES SA**  
Ms. Mariam Hesham  
Contracting Agent

  
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