

2016/2017 FIT CONTRACT



Mandarin Oriental, Geneva is pleased to offer the following agreement to:


WORLD AVENUES
World Avenues SA- Travel Services
14, Rue Ferrier,
CH-1202 Geneva, Switzerland

Validity: 1st November 2016 to 30th October 2017

Mandarin Oriental Geneva, Quai Turrettini 1, Geneva, Switzerland
Tel: + 41 (0)22 909 0000 Fax: + 41 (0)22 909 0010
Email: mogva-reservations@mohg.com
www.mandarinoriental.com

This Letter Agreement sets out the basis upon which **World Avenues SA** (the "**Company**") may make bookings with Mandarin Oriental, Geneva, trading as/doing business as Société pour l'Exploitation de Mandarin Oriental (Genève) SA, (the "**Hotel**") on behalf of the Company customers, the method of payment by such customers (that is, via the Company) and the fees due to the Company for facilitating such bookings and payments.

1. Rates and Taxes

1.1. Dynamic Pricing / Discounted Rate Basis:

Discount is calculated on the public rate including VAT.

Room Category	Discounted Rate (%)	Rate Program
Rooms	20% - all seasons	Bed & Breakfast Public Rate
Suites	25% - low and shoulder seasons 20% - high season	Bed & Breakfast Public Rate

1.2 Special Offers and Packages published on Mandarin Oriental, Geneva web-site

The **Hotel** offers to the **Company** 15% discount from Special Offers and Packages published on Mandarin Oriental, Geneva web-site.

This discount is solemnly applicable on the public rates including VAT and NOT on FIT NET static rates.

1.3 Static FIT NET Rates:

Per room, per night inclusive of Buffet Breakfast (SGL = DBL)

Low Season 1 November 2016 to 04 March 2017 (included) 12 April 2017 to 07 May 2017 (included) 20 October 2017 to 31 October 2017 (included)					
Room Type	Rack Rates	Days	Rate per Room	Days	Rate per Room
Room Category					
Superior Room	1245	Monday - Thursday	510	Friday - Sunday	430
Deluxe Room	1595		590		510
River View Room	1595		590		510
Premier River View Room	1795		670		590
Mandarin Room	2450		750		670
Suite Category					
Junior Suite	2800		900		750
Junior Terrace Suite	4250		1500		1400
River Suite	4550		1800		1700
Corner Suite	7900		2500		2400
Deluxe Suite	7900		3300		3200

Shoulder Season 1 April 2017 to 11 April 2017 (included) 8 May 2017 to 22 June 2017 (included) 28 August 2017 to 19 October 2017 (included)					
Room Type	Rack Rates	Days	Rate per Room	Days	Rate per Room
Room Category					
Superior Room	1245	Monday	560	Friday	430
Deluxe Room	1595		640		510
River View Room	1595		640		510
Premier River View Room	1795		720		590
Mandarin Room	2450		800		670
Suite Category		Thursday		Sunday	
Junior Suite	2800		1050		750
Junior Terrace Suite	4250		1700		1400
River Suite	4550		1950		1700
Corner Suite	7900		2700		2400
Deluxe Suite	7900		3450		3200

High Season 23 June 2017 to 27 August 2017 (included)					
Room Type	Rack Rates	Days	Rate per Room	Days	Rate per Room
Room Category					
Superior Room	1245	Monday	560	Friday	560
Deluxe Room	1595		640		640
River View Room	1595		640		640
Premier River View Room	1795		720		720
Mandarin Room	2450		800		800
Suite Category		Thursday		Sunday	
Junior Suite	2800		1100		1100
Junior Terrace Suite	4250		1800		1800
River Suite	4550		2000		2000
Corner Suite	7900		2800		2800
Deluxe Suite	7900		3600		3600

Extra bed policy:

- Supplement charge for third person sharing a room on an extra bed is 100 CHF per night inclusive of Buffet Breakfast, 3.8% VAT and service. No supplement for the children up to 11 years old (inclusive).
- An extra bed may only be added as per the Occupancy description in the following page (one extra bed per room maximum).
- All extra beds are subject to availability at the time of request.
- Children starting from 12 years are charged as adults.

General Conditions:

- Contracted rates are NET in Swiss Francs (CHF) per room per night, **inclusive of** Buffet breakfast, 3.8% VAT and service charge. Contracted rates are **exclusive of** City tax that is CHF 4.75 per person per night.
- Contracted rates are **not valid during Black-out dates**.
- Should the government amend the rate of Value Added Tax, the rates will be adjusted accordingly.
- Rack Rates are per room per night, room only, subject to 3.8% VAT and service charge, for information only and subject to availability.



- Rack Rates are per room per night, room only, subject to 3.8% VAT and service charge, for information only and subject to availability.
- Breakfast rates (for information only) **for adults**: 53 CHF in 2016 (54 CHF in 2017) per day. Price might change without further notice.
- Breakfast rates (for information only) **for kids**: 22 CHF for child between 7 and 12 years old (inclusive) per day; 10 CHF for child between 3 and 6 years old (inclusive) per day; breakfast is free for babies 0-2 years old (inclusive). Price might change without further notice.

1.3 **Tax:** The Net rates shown above do not include 4.75CHF per person, per night City Tax.

Please indicate preference with an X:

_____ City Tax payment of 4.75CHF per person, per night will be the **responsibility of the Agent** to pay on behalf of the Guest and will be remitted directly to the Hotel by the Agent. Guest will not be charged City Tax by the Hotel.

OR

X City Tax payment of 4.75CHF per person, per night will be the **responsibility of the Guest** and will be paid directly to the Hotel by the Guest prior to departure.

The Hotel reserves the right to adjust rates agreed within the contract period in the event of any tax alteration by the government.

1.4 Group Rates: Contract applies for individual bookings only. Group Rates (10 or more rooms) are available upon request, will be negotiated between the parties on a case by case basis, and will be offered at the sole discretion of the Hotel.

2 **Free Sale/Allotment (not valid during Black-Out and STOP SALES dates) and Release**

Room Type	Free Sale	Release
SUPERIOR	YES – FREE SALE	48 hours
Room Type	Allotment	Release
DELUXE	2 rooms	48 hours
PREMIER RIVER VIEW	1 room	48 hours
MANDARIN	1 room	48 hours

Free Sale / Allotment is subject to STOP SALES. There is no limitation of stop sales number during the contract period.

Mandarin Oriental, Geneva will close allotment/free sale via EXTRANET of WORLD AVENUES

3 **Black-out dates**

Event	Dates	Number of days
SIHH - International Watch Fair	Sunday 15 to Thursday 19 January 2017(inclusive)	5
Geneva Motorshow	Sunday 5 March to Wednesday 8 March 2017 (inclusive)	4
EBACE Aviation Show	Sunday 21 to Thursday 25 May 2017 (inclusive)	5

4 Cancellation and no-show

- During all seasons, rooms should be cancelled 24 hours before arrival, before noon (12pm).
- During High Season, Corner, Deluxe and Signature Suites (Presidential, Oriental and Royal Mandarin) should be cancelled 3 days before arrival, before noon (12pm) to avoid a one night charge.
- In case of a no-show a cancellation fee of 1 night per room is applicable.

***Different cancellation and no-show policy is applicable during black-out dates or dates of special events. In these cases the Hotel will notify the Company of the special cancellation conditions.**

5 Hotel Particulars

5.1 Occupancy Conditions

***Extra bed and/or baby cot bookable ON REQUEST and subject to availability**

Room Category	View	Occupancy	Room Size	Possible Bedding	Bed Size
Superior Room	Garden	*1 to 2 persons (adults/kids) + extra baby cot (for infant up to 2 y.o)	30 m2	*1 Queen bed + *1 Baby Cot	Queen: 1.80m x 2m
Deluxe Room	Garden	*1 to 3 persons (adults/kids) <u>/3rd person on extra bed or baby cot</u> (for an infant up to 2 y.o)	38 m2	*1 King or Twin bed + *1 Extra Bed OR 1 Baby Cot	King: 1 x 2m or Twin: 2 x 1m
River View Room	River	*1 to 2 persons (adults/kids) + extra baby cot (for infant up to 2 y.o)	26 m2	*1 Queen bed + *1 Baby Cot	Queen: 1.80m x 2m
Premier River Room	River	*1 to 3 persons (adults/kids)/ <u>3rd person on extra bed or baby cot</u> (for an infant up to 2 y.o)	38 m2	*1 King or Twin bed + *1 Extra Bed OR 1 Baby Cot	King: 1 x 2m or Twin: 2 x 1m
Mandarin Room	River	*1 to 2 persons (adults/kids) + extra baby cot (for an infant up to 2 y.o)	45 m2	*1 King or Twin bed + *1 Baby Cot	King: 1 x 2m or Twin: 2 x 1m

Junior Suite	Garden	*1 to 4 persons (adults/kids) <u>/3rd and 4th persons on convertible sofa bed</u> (recommended for kids below 12 years old due to sofa bed size) + extra baby cot (for an infant up to 2 y.o) or extra bed	64 m2	*1 Queen bed + *1 Convertible Sofa Bed + *1 Baby Cot or 1 Extra bed	Queen: 1.60m x 2m and Sofa bed: 1.45 x 1.85m or 1.35 x 1.80m
Junior Terrace Suite	River	*1 to 3 persons (adults/kids)/ <u>3rd person on extra bed</u> + extra baby cot (for an infant up to 2 y.o)	65 m2	*1 King bed + *1 Extra Bed + *1 Baby Cot	King: 1 x 2m
River Suite	River	*1 to 3 persons (adults/kids)/ <u>3rd person on extra bed or sofa bed</u> + extra baby cot (for an infant up to 2 y.o)	65 m2	*1 King bed + *1 Sofa bed or Extra Bed + *1 Baby Cot	King: 1 x 2m Sofa bed: 1.45 x 1.85m or 1.35 x 1.80m
Corner Suite	River	*1 to 3 persons (adults/kids)/ <u>3rd person on extra bed</u> + extra baby cot (for an infant up to 2 y.o)	80 m2	*1 King bed + *1 Extra Bed + *1 Baby Cot	King: 1 x 2m
Deluxe Suite	River	*1 to 3 persons (adults/kids)/ <u>3rd person on extra bed</u> + extra baby cot (for an infant up to 2 y.o)	95 m2	*1 King bed + *1 Extra Bed + *1 Baby Cot	King: 1 x 2m
Presidential Suite	River	*1 to 3 persons (adults/kids)/ <u>3rd person on extra bed</u> + extra baby cot (for an infant up to 2 y.o)	175 m2	*1 King bed + *1 Extra Bed + *1 Baby Cot	King: 1 x 2m
Oriental Suite	River	*1 to 3 persons (adults/kids)/ <u>3rd person on extra bed</u> + extra baby cot (for an infant up to 2 y.o)	175 m2	*1 King bed + *1 Extra Bed + *1 Baby Cot	King: 1 x 2m
Two-bedrooms Royal Mandarin Suite	River	*1 to 5 persons (adults/kids) <u>/5th person on extra bed in Master bedroom</u> + extra baby cot (for an infant up to 2 y.o)	210 m2	*2 King beds + *1 Extra Bed in Master Bedroom + *1 Baby Cot	King: 2 x 2m



6 **Room and Suite Amenities**

- Welcome drink on arrival
- Complimentary Geneva public transportation card
- Nespresso coffee machine and daily mineral water
- Newspaper selection (New York Times International, Financial Times, Tribune de Genève)
- Black and white printer in room
- Complimentary use of business centre, open 24 hours
- Complimentary use of Fitness Centre, open 24hrs a day, as well as sauna and hammam (open from 09.00 to 21.00)
- For any suite booking made in a Junior Terrace Suite or higher, guests will receive chocolate delicacies, seasonal fruit with juice, wine or champagne (depending on the suite category booked)

7 **Remuneration/Financial Terms**

Agent will be remunerated for the assistance provided in the marketing, booking and sale of reservations in Hotel Rooms in accordance with the remuneration terms as indicated below:

Net Rate Basis: Agent will be entitled to retain the Margin, i.e. the difference between the B&B BAR, as applicable, and the Net Rate, where the Rates used in the calculation are exclusive of any applicable local taxes in relation to the Hotel Room.

8 **Payment Terms**

- 8.1** All reservations should be prepaid before arrival (pro-forma invoice sent by the Reservation Team), by credit card or wire transfer. Should there be any delay, the hotel reserves the right to charge the B&B BAR to the client upon check-in.
- 8.2** The Hotel shall invoice Agent directly for the Net Rate x the duration of the Guest's stay in the Hotel if Agent is being remunerated on a Net Rate basis or the B&B BAR, as applicable, minus the agreed Discount if Agent is being remunerated on a Discounted Rate basis. Payments shall be made in Swiss Francs (CHF). All payments are due within thirty (30) calendar days from the Hotel invoice date.
- 8.3** If Agent fails to pay any sum within thirty (30) calendar days of the date due, the Hotel may provide a written reminder notice of such failure to Agent. If, within ten (10) calendar days of delivery of such written notice such sum remains unpaid, the Hotel may, without breach of this Agreement, discontinue performing its obligations under this Agreement until all due but unpaid payments are received. Interest shall be payable by Agent on any amounts due which remain unpaid. Interest shall accrue and be calculated on a daily basis both before and after judgment, at the Swiss legal rate fixed by the Federal Council (currently 5% per annum) for the period from the due date for payment until the date when it is actually paid. It shall be compounded quarterly and payable on demand.

9 **Liability**

Agent shall be liable and responsible for any and all Losses incurred by the Hotel on account of its or an Affiliate's misrepresentation, wilful default and/or negligence.



10 Governing Law

10.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of Switzerland.

10.2 Each party irrevocably submits the exclusive jurisdiction of the courts of Switzerland to settle any dispute which may arise under or in connection with this Agreement or the legal relationships established by this Agreement.

11 Additional General Terms and Conditions

11.1 Oversold Situation: In the event of an oversold situation or unavailability of the Hotel Room after confirmation of the booking, the Hotel shall relocate the Guest to a property of equivalent star rating at no additional charge to Agent, Affiliate or Guest.

11.2 Allotments and contracted rates are not available during the above blackout dates

11.3 Blackout dates are subject to change should congress dates change

11.4 Additional blackout dates may apply based on additional congresses being held in Geneva

11.5 Check in time from 3.00pm onwards. Guests are requested to vacate their rooms by 12 noon. Early check-in subject to availability. To guarantee early check in, the room must be reserved for the night prior to guest arrival. Request for late checkout are subject to availability on the date of departure and the charges are as follows: check out until 5pm 50% of the room rate, after 5pm 100% of the room rate.

11.6 The Hotel shall be entitled, without prejudice to any other rights and remedies available to it under this Agreement or in law or in equity, at any time during the Term and forthwith upon notification to the Agent, to increase, amend, vary, change or adjust all or any of the terms and conditions (including without limitation, the Room Rates, Room Categories, Room Allocation, facilities and amenities, Meal Rates, Cut-Off Dates, and Close-Out Dates) of this agreement and such increase, amendment, variation, change or adjustment shall take effect on and with effect from the date specified in the notice issued by the Hotel to the Agent.

12 Rate Distribution

The contractual rates are not applicable for use for corporate companies or exhibition and conferences or for sale on Internet booking sites or any other unapproved distribution channels.

This agreement is not transferrable to any other company or organisation including any Internet or online distribution system. Nor is a company or organisation with a contractual rate agreement with the Hotel is authorised to release these rates to or through any other distribution channels.

Improper use of these channels will result in revoking of this agreement.

The Hotel has the right to revert the contractual rate to any available rate of the Hotel for any arrivals and depending on the availability of the Hotel and also the Hotel's occupancy levels.



13 Online Marketing

The Company shall not use the name, trademark, logo, or other proprietary designation of the Hotel in any advertising or promotional materials without the prior written approval of the Hotel.

The Company shall not conduct pay-per-click, keyword or other search marketing activities that compete with the branded campaign efforts of Mandarin Oriental Hotel Group. Agent shall not permit the Hotel to appear on meta search, federated search, parallel search, broadcast.

The Company shall not bid on or purchase Internet placement rights for the registered trademarks or name of the Hotel or Mandarin Oriental Hotel Group, or use these in any manner in any of its advertising, including but not limited to Internet and web advertising as it pertains to the Hotel, or otherwise compete against the Hotel or Mandarin Oriental Hotel Group in any form of keyword search marketing (also called pay-per-click marketing (PPC), search engine advertising, sponsored listing, etc.) for Mandarin Oriental Hotel Group brand keywords, trademark-related or property name-related keywords (collectively named "Marks and Keywords") without prior written consent of Mandarin Oriental Hotel Group.

In addition, the Company shall add all Marks and Keywords as "negative keywords" to all search engine and keyword bidding model websites to ensure ads do not show for any Mandarin Oriental related phrases.

If an agreement is made between the Company and Mandarin Oriental Hotel Group on the purchase or use of the Marks and Keywords in online advertising, keywords, banners, etc., then consumers must always be directed to dedicated Mandarin Oriental Hotel Group-branded landing pages with the ability to search and book Mandarin Oriental Hotel Group properties only (deep linking to the advertised Mandarin Oriental Hotel Group's property). All costs associated with the development, testing, coding, placement, etc. related to this collaborative effort will be the responsibility of the Company.

The Company cannot remove Mandarin Oriental Hotel Group's marks or logos from Mandarin Oriental Hotel Group's listings on officially affiliated sites.

The Company is prohibited from diverting traffic from the Hotel's or Mandarin Oriental Hotel Group's branded sites via pop-up advertising (Claria Corporation type of predatory advertising), etc. and will not engage in deceitful/predatory advertising methods and formats that may have any negative implications for Mandarin Oriental Hotel Group's Marks and Keywords and brand reputation. In the event that Mandarin Oriental reasonably determines that the Company is engaged in conduct that violates, or is otherwise not consistent with, Mandarin Oriental Hotel Group's brand standards or reputation as a leading luxury hotel group, [the Hotel or Mandarin Oriental Hotel Group] may, upon written notice to the Company identifying Mandarin Oriental's objections in reasonable detail, require the Company to do the following within five (5) business days of receipt of such notice: (a) cease and desist from such prohibited conduct, or (b) cease displaying the Hotel on the Company's site.

The Company will be responsible for auditing their affiliates to ensure the agreed upon circumstances are upheld; and the Company will be work to resolve such issues or Mandarin Oriental Hotel Group's complaints within 72 hours.



Individual Reservations (Maximum of 9 rooms):

The Reservations team will be pleased to assist you with your bookings:

Tel: +41 (0)22 909 0001

Fax: +41 (0)22 909 0717

mogva-reservations@mohg.com

Group Reservations (Minimum of 10 rooms)

The Group Sales team will be pleased to assist you with your bookings:

Tel: +41 (0)22 909 09 08

Fax: +41 (0)22 909 0720

mogva-sales@mohg.com

This agreement may be terminated at any time by either party in writing with a 30 day notice period. This agreement must be returned signed within 14 days of receipt. Unsigned agreements after this date will not be valid. Upon receipt of the signed agreement, the Hotel will co-sign and return an original copy for Agent records.

Submitted by:

Société pour l'Exploitation de Mandarin
Oriental (Genève) SA
Case postale 2040
1211 Genève 1
Tel: +41 (0)22 909 00 00
Fax: +41 (0)22 909 00 10

Irina OTTER

Sales Manager

On behalf of Mandarin Oriental, Geneva

06 October 2016

Accepted by:

World Avenues Travel Switzerland

NAME:

Tarek Elbially

TITLE:

Contracting Manager

ON BEHALF OF:

World Avenues Travel Switzerland

DATE:

10.10.2016