



Le Mirador  
Resort & Spa

MONT-PÈLERIN | SWITZERLAND

## 2016/2017 WHOLESALE AGREEMENT

### PREFERRED RATES FOR WHOLESALER & TOUR OPERATOR

BETWEEN

**World Avenues SA**

Following named as "Agency"

Mr. Tarek Elbialy  
Contracting Manager  
14, Rue Ferrier  
CH-1202 Geneva, Switzerland  
Phone: +41 225481211  
Fax: +202 27296771  
Email: contracting@world-avenues.ch

AND

**HL Le Mirador International SA**

Following named as "Hotel"

Ms. Isabelle Korthaus  
Director of Business Development  
Chemin du Mirador 5  
1801 Le Mont Pèlerin - Switzerland  
Phone: +41 21 925 17 15  
Fax: +41 21 925 11 12  
E-mail: isabelle.korthaus@mirador.ch

This agreement between HL Le Mirador International SA (hereinafter "Hotel") and **World Avenues SA** (hereinafter "Agency") is concluded from September 10th 2016 until December 31st 2017. In accordance with the terms and conditions set forth below, the Agency shall order, and the Hotel shall provide reservations service and accommodation at special FIT Net rates as stated below. They are on request only and based on availability unless otherwise stated. The terms and conditions of this agreement will remain confidential to the two above-named Parties. The rates quoted in this agreement are for only use of the tourism professionals such as Wholesalers and Tour Operators.



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### YOUR PREFERRED CONTACTS

#### General Manager

Yvette Thuring  
General Manager  
Phone: +41 21 925 17 27  
Fax: +41 21 925 11 12  
E-mail: [yvette.thuring@mirador.ch](mailto:yvette.thuring@mirador.ch)

#### Business Development

Isabelle Korthaus  
Director of Business Development  
Phone: +41 21 925 17 15  
Fax: +41 21 925 11 12  
E-mail: [isabelle.korthaus@mirador.ch](mailto:isabelle.korthaus@mirador.ch)

#### Contracting & Sales

Henry De Sousa  
Sales Manager  
Phone: + 41 21 925 17 28  
Fax: +41 21 925 11 12  
E-mail: [henry.desousa@mirador.ch](mailto:henry.desousa@mirador.ch)

#### Reservations

Sabine Assmann  
Revenue & Reservations Manager  
Phone: +41 21 925 17 04  
Fax: +41 21 925 11 12  
E-mail: [reservations@mirador.ch](mailto:reservations@mirador.ch)

#### Accounting

Nicolas Goullencourt  
Financial Controller  
Phone: + 41 21 925 17 34  
Fax: +41 21 925 11 12  
E-mail: [nicolas.goullencourt@mirador.ch](mailto:nicolas.goullencourt@mirador.ch)



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### CONTRACTED RATES

Room Type 20%	Season	Rate Type	Single	Double
Superior Room	Low	BB	187	222
	High	BB	235	270
Deluxe Room	Low	BB	227	262
	High	BB	275	310
Suite Ravel	Low	BB	307	342
	High	BB	355	390
Junior Suite Prestige	Low	BB	387	422
	High	BB	435	470
Suite Deluxe	Low	BB	547	582
	High	BB	595	630
Suite Prestige	Low	BB	707	742
	High	BB	755	790
Presidential Suite	Low	BB	787	822
	High	BB	995	1030
Royal Suite	Low	BB	827	862
	High	BB	1163	1198
Mirador Suite	Low	BB	1235	1270
	High	BB	2235	2270

These rates are applicable according to the contract and will only be valid once the contract has been signed by both Parties.

### SEASONALITY

- Low Season January 1<sup>st</sup> 2017 to May 31<sup>st</sup> 2017  
September 1<sup>st</sup> 2017 to December 31<sup>st</sup> 2017
- High Season June 1<sup>st</sup> 2017 to August 31<sup>st</sup> 2017
- Black out period  
**New Year** - Saturday, December 31<sup>st</sup> to Sunday, January 1<sup>st</sup> 2017  
**Valentine day** - Tuesday, February 14<sup>th</sup> 2017  
**Easter** - Saturday, April 15<sup>th</sup> 2017  
**Pentecost** - Saturday, June 3<sup>rd</sup> 2017  
**Swiss National day** - Tuesday, August 1<sup>st</sup> 2017  
**New Year Eve** - Sunday, December 31<sup>st</sup> 2017 to Monday, January 1<sup>st</sup> 2018



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### RATE CONDITIONS

All rates in this agreement are quoted in Swiss Francs (CHF) per room, per night. Rates are NET, non-commissionable, including:

- VAT at 3.8%, service charges  
*Any increases in Government tax/VAT will be passed on for modifications*
- Full Buffet Breakfast for single, double occupancy, served at Le Patio Restaurant from 7 to 11am (Monday to Saturday); 7 to 10:45am (Sunday).  
*Please note that any breakfast ordered to room service will be charged to the guest's invoice as per consumption*
- In-room wireless High-Speed internet access - Free
- Press Reader delivering issues of thousands of top newspapers from around the world – Free
- Free access to our Givenchy Spa (*swimming pool, fitness, sauna and hammans*)
- Free access to group gym classes upon registration
- 50% F&B discount for children up to 12 years old

#### Subject to additional charges

- City tax is CHF 6.50 per person and per night
- Extra buffet breakfast is at CHF 45.- per person
- Covered parking with valet service at CHF 39.- per day
- Outdoor parking is for free
- Half board at CHF 85.-per day and per person/ Full board at CHF 160.-per day and per person
- Extra Bed/Crib charges will apply as follow:
  - 0 to 5 years old – FREE, including breakfast*
  - 6 to 12 years old – CHF 75, including breakfast*
  - From 13 years old – CHF 150.-, including breakfast*

Please note that our rooms can accommodate 1 extra bed or crib per room (not applicable for our Superior & Deluxe Rooms)

The Agency accepts to resell the hotel rooms to their customers with a minimum mark-up of **20%**.

In order to uphold the policy of rate parity and to protect brand integrity, it is mandatory to add a minimum mark-up to reach a minimum selling rate not lower than the mentioned published rate of each particular period. This has to be respected at all times.

These rates are for the use of customers travelling on an individual basis for leisure purposes and are not applicable to groups, trade missions, exhibition delegates and/or corporate/business travelers. The rates quoted in this agreement are for use of "holiday packages" and "inclusive tours" only. Thus, the base room rates should not be exposed in any forms of publication and moreover has to be hidden in packages and/or tours. Should clients wish to extend their stay beyond the period originally booked and confirmed by the Agency; the Hotel will apply the best available rate for the particular season, unless the accommodation extension request is channeled to the Hotel through the Agency. Only contracted allocation of the Hotel inventory will guarantee rooms during any specific period.





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### RESERVATIONS TERMS & CONDITIONS

Please note the following when making reservations directly to the Hotel or via the signing "Agency" representative to the Hotel:

- Bookings should be sent in writing to the Hotel's reservation department, on a sell and report basis on the same day or within 24 hours
- Room type and special needs shall be stated in the booking request
- Only the room type confirmed by the Hotel will be offered to guests upon arrival. Should guests wish to have an upgraded room category upon check-in, a supplement will apply to be paid directly by the guest unless an amendment to the original booking is sent in writing by the Agency to the Hotel
- Kindly indicate the approximate arrival time for each booking
- Check-out time is 12:00 (noon). Late check-out may be arranged by the Hotel if occupancy levels permits and a charge will apply to be paid directly by the guest unless an amendment to the original booking is sent in writing by the Agency to the Hotel.
- Please ensure that each booking request specifies the name of the partner agency or tour operator generating the booking.

### TARGET

In order to benefit from preferential rates, we have considered a minimum of 50 room nights for 2017. Indeed, we have put a production based on your current production. If this target is overridden at the end of the contractual period, an extra commission between 1,5% and 3% on the difference between targeted and generated revenue will be allocated to the agency / wholesaler by the Hotel.

### CANCELLATIONS & NO-SHOW POLICY

The following charges apply to all confirmed reservations:

- |                   |   |
|-------------------|---|
| • Cancellations   | For cancellations received less than 2 days,<br>100% of the total stay will be charged  |
| • Early departure | 100% of the total stay will be charged  |
| • Late Check out  | Until 14h00, free, upon request and confirmation<br>Until 18h00, 50% of the room rate will be charged<br>After 18h00, 100% of the room rate will be charged |

Cancellations must be advised in writing and proof of acknowledgement by the hotel should be retained. The hotel reserves the rights to fully charge No shows and early departures for the entire stay booked.



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### TURN AWAY POLICY

In the unlikely event that the Hotel has to turn away a guest with a confirmed and complete reservation, the Hotel will be responsible to arrange accommodation for the guest in a similar category property. The Hotel will arrange a courtesy transfer and will grant the guest a phone call up to 3 minutes or a one page fax to any destination in the world or a 15 minute e-mail (Internet) usage. The Hotel will arrange to transfer back the guest to the Hotel. No out bookings will be taken in charge by the Hotel if the Agency confirms any accommodation in another hotel without prior hotel acceptance.

### RATE PARITY

1. **World Avenues SA** warrants and represents to the Hotel that:
  - a) The recommended rate for the sale of rooms at the hotel is **20%** above the net FIT rate.
  - b) It will endeavour to ensure that its affiliates, agents or other third party contractors adhere to the clause above i.e.
  - c) It will where possible provide a list of its affiliates to the Hotel. Should an affiliate appear to be in breach of any of these clauses, or act contrarily to the hotel commercial interests and/or brand, HL Le Mirador International SA reserves the right to request to partner, the removal of properties from the affiliate's site in question.

### BEST RATE GUARANTEED

The hotel will guarantee the best rate to the Agency if the rates found on the [www.mirador.ch](http://www.mirador.ch) are at least equal or less expensive than the contracted rates at same conditions. In this case the hotel will apply the Best Available Rate minus **20%** commission to the Agency. Please note that no such commission will be agreed on Early Booker or Special Promotions.



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### MARKETING POLICY

1.1 The Agency shall not, nor shall it allow its Affiliates, to perform keyword bidding on web search engines using the Hotel brand name (in whole or in part) or any trade name or trademark which belongs to HL Le Mirador International SA or its Affiliates or any variations of such names, without written approval by HL Le Mirador International SA.

1.2 The Agency shall not, nor shall it allow its Affiliates to, carry out any form of URL grabbing which incorporates the word Hotel brand name (in whole or in part) or any trade name or trademark which belongs to HL Le Mirador International SA or its Affiliates or any variation of such words or names.

1.3 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. Failure to do so may result in the Hotel declining any business sourcing from such activities and immediately invalidating any existing agreement with the Agency. Furthermore, should the Agency 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 Agency for any damages, costs or claims arising from such misrepresentation. Kindly one use the material exclusively provided by the Hotel.

1.4 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 Le Mirador Resort & Spa (please do not alter any image shapes, except for minimizing or maximizing their sizes). Our photos can be downloaded from the hotel's photo library at [www.mirador.ch](http://www.mirador.ch).





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### FACILITIES & SERVICES

#### Hotel Services

- 24-hour concierge services
- Laundry and dry-cleaning services
- Individually controlled air-conditioning
- Direct dial telephone
- Flat-screen Plasma TV with satellite and pay TV
- iPod docking station (not available in our Deluxe Rooms)
- Dolby surround loudspeaker
- High Speed Internet Access and WLAN- **Free**
- Laptop-size safe
- Minibar
- 24 hours room service
- Press Reader delivering issues of thousands of top newspapers from around the world – **Free**
- Transfers upon request (Mercedes Viano, Limousine BMW series 7)
- Outdoor free parking and paid indoor parking with valet service
- Private Helipad

#### Restaurant & Bar

- Restaurant Le Patio offering fresh and healthy organic international cuisine with one of Europe's most spectacular terraces
- Popular local Sunday brunch
- Bar & Lounge with an impressive terrace
- Private In-Room Dining
- Halal and Kosher food selection (on request)

#### Spa & Wellness

- The Givenchy Spa - Paris
- Hair Spa
- Private Day Spa Suite - A 90m<sup>2</sup> natural-light sanctuary
- Indoor swimming pool with overhead glass dome and outside sundeck
- 180 ° panoramic fitness studio (cardio and body building)
- Expert Guide Classes offering more than 20 collective classes such as; spinning, yoga, aerobics, Pilates, aqua-aerobics, zumba, etc.
- Fitness coach services and other personalised programs
- Two outdoor tennis courts
- Sports & Adventure tailor-made programs
- « Walk in » Le Mont-Pèlerin, qualified guides lead daily hikes through the surrounding mountains.

#### Le Mirador Medical Centre

- Multi-disciplinary medical treatments for prevention, integrative medicine and well-aging, by Swiss Health Alliance
- Dermatology, allergology & Medical Laser department by Prof. Dr. Ockenfels
- Cosmetic and restorative dental clinic by Dr. Stucki





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### PAYMENT CREDITS

Vouchers are accepted for room, breakfast and city tax only.

The Hotel will send the invoice to the Agency upon guest departure. If a query is not raised within 7 days of presentation, the invoice shall be deemed to have been approved as presented. The Agency shall make payment upon receipt of the invoice. The hotel will have the right to charge interest on any outstanding amount from the date of invoice until the date of payment at the rate of 8% for each 28 days period or part thereof. Delay in payment may result in suspension or withdrawal of credit facilities. The Hotel will be entitled to refuse acceptance of the Agency's vouchers/reservations for both future and existing bookings. The currency used in all invoices will be Swiss Francs (CHF).

**Finance & Accounting email address:** .....accounts@world-avenues.ch

Below are the bank details for prepayment via transfer to:

Name:	<b>HL Le Mirador International SA</b>
Bank address:	<b>BCV</b>
	<b>Place St-François</b>
	<b>1003 Lausanne</b>
	<b>Switzerland</b>
Swift code:	<b>BCVLCH2LXXX</b>
IBAN code:	<b>CH58 0076 7000 U094 8497 6</b>



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## GENERAL

Neither party shall be under any obligation to the other hereunder if performance thereof is rendered impossible due to an event of force majeure, being an event which the affected party could not reasonably foresee and the effect of which was beyond the control of the party affected (excluding settlement of payments) which shall include, without limitation, acts of God, war, strikes, epidemics, earthquake, fire or flood. The construction, validity and performance of this agreement shall be governed by the laws of Geneva, Switzerland.

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 Agency fails to comply with this agreement. Termination of the agreement shall be effected by the Hotel notifying the Agency in writing of such termination (at its address stated above or another address notified by the Agency to the Hotel with registered delivery). Failure of the Hotel to enforce at any time the provisions of this agreement shall not be construed as a waiver of any rights nor affect the validity of the agreement nor prejudice the Hotel as regards to subsequent action.

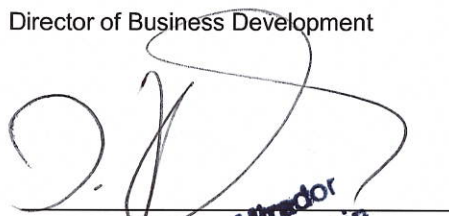
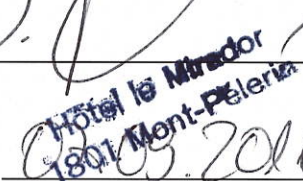
In order to validate this agreement, we would ask you to return a signed copy of the same (as well as each page initialed, including the rate sheet) to the Hotel within 15 days from the date of issue. All the above has been read understood and agreed to by the below-signed parties.

## AUTHORIZED SIGNATURES

HL Le Mirador International SA

**Isabelle Korthaus**

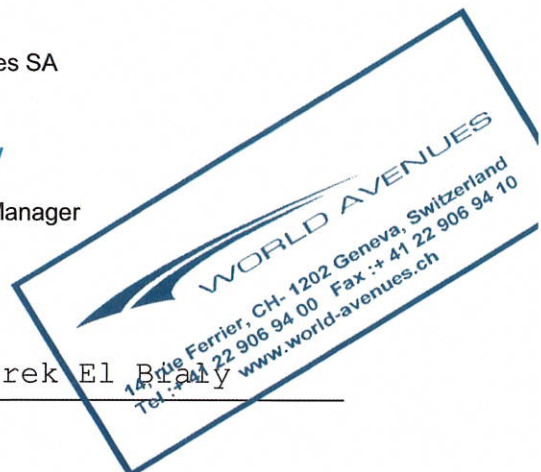
Director of Business Development

  
  
Date: 07.09.2016

World Avenues SA

**Tarek Elbialy**

Contracting Manager

  
Mr. Tarek El Bialy  
Date: 07/09/2016