

ANDERMATT, SWITZERLAND

#### WHOLESALE FIT CONTRACT RATE AGREEMENT

This Wholesale Agreement is made between

World of Avenues Bellevue Hotel & Appartement

Mrs. Dina Gouda Management AG (The Chedi Andermatt)

14, Rue FerrierGotthardstrasse 41202 GenevaCH – 6490 Andermatt

Switzerland Switzerland

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<u>dina@world-avenues.ch</u> <u>marketing@chediandermatt.com</u>

The following represents an agreement between Bellevue Hotel & Appartement Management AG, trading as **The Chedi Andermatt**, herein after referred to as "hotel" and **World of Avenues**, herein after referred to as the "company" and outlines specific conditions and services to be provided.

This contract rate agreement is valid from 22 December 2018 until 20 December 2019.

ANDERMATT, SWITZERLAND

#### ROOM RATES (FOR STAYS FROM SUNDAY - THURSDAY)

Period	Dates	Deluxe Room	Grand Deluxe Room	Junior Deluxe Suite	Deluxe Suite	Grand Deluxe Suite	Gemsstock Suite	Furka Suite
1	22/12/18 – 08/01/19	960	1'120	1'280	1'520	2'640	on req.	on req.
2	09/01/19 - 14/02/19 17/03/19 - 21/04/19 29/11/19 - 20/12/19	560	640	720	800	1'600	on req.	on req.
3	15/02/19- 16/03/19	640	800	960	1'120	1'920	on req.	on req.
4	14/06/19 – 19/10/19	480	560	640	720	1'440	on req.	on req.
5	22/04/19 – 13/06/19 20/10/19 – 28/11/19	400	480	560	640	1'280	on req.	on req.

#### ROOM RATES (FOR STAYS FROM FRIDAY – SATURDAY)

Period	Dates	Deluxe Room	Grand Deluxe Room	Junior Deluxe Suite	Deluxe Suite	Grand Deluxe Suite	Gemsstock Suite	Furka Suite
1	22/12/18 – 08/01/19	960	1'120	1'280	1'520	2'640	on req.	on req.
2	09/01/19 – 14/02/19 17/03/19 – 21/04/19 29/11/19 – 20/12/19	720	800	880	960	1'920	on req.	on req.
3	15/02/19- 16/03/19	800	960	1'120	1'280	2'240	on req.	on req.
4	14/06/19 – 19/10/19	640	720	800	880	1'760	on req.	on req.
5	22/04/19 – 13/06/19 20/10/19 – 28/11/19	560	640	720	800	1'600	on req.	on req.

Above room rates are per room for up to two persons (Grand Deluxe Suite for up to four persons). Additional person supplements apply.

All rates listed are in Swiss Francs (CHF) and are inclusive of 3.7 per cent Swiss Value Added Tax. The hotel reserves the right to adjust any contracted rates accordingly should there be any change to the prevailing taxes. Above room rates are applicable to FIT bookings of less than ten (10) rooms. Beyond this number, group rates shall apply and will be negotiated upon request.

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#### **SPECIAL PROMOTIONS**

#### EARLY BIRD SKI

Travel window: 09 January 2019 - 21 April 2019

Booking window: Until 31st October 2018

Room categories: All

Book your ski holiday until 31<sup>st</sup> October 2018 and receive a complimentary ski pass for the SkiArena Andermatt-Sedrun per person for the duration of your stay (maximum 2 ski passes per room).

#### STAY 5 / PAY 4

Validity: Period 2 / 4 / 5

Room categories: Applies to Deluxe Rooms, Grand Deluxe Rooms, Junior Deluxe Suites,

Deluxe Suites, Grand Deluxe Suites

Offers are not combinable.

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#### **KIDS POLICY**

Up to two children can be accommodated on the existing **sofa bed** setup in all room types.

	Season		
	2/3/4/5	1	
Child (3-12 years)	100 / night	200 / night	
Infant (0-2) Baby Cot	Free of charge on request	Free of charge on request	
Included	See rate inclusions page 5	See rate inclusions page 5	

Due to space limitations **rollaway beds** are permitted in Junior Deluxe Suites, Deluxe Suites, Grand Deluxe Suites, Gemsstock Suite and Furka Suite only.

	Season	
	2/3/4/5	1
Adult (12+)	240 / night	340 / night
Child (3-12 years)	240 / night	340 / night
Included	See rate inclusions page 5	See rate inclusions page 5

All rates listed are in Swiss Francs (CHF) and are inclusive of 3.8 per cent Swiss Value Added Tax. Additional person supplements are inclusive of the rate inclusions below.

#### **PET POLICY**

Pets are permitted in the hotel with no access to the Restaurants, the Bars, the Lounges, Cigar and Wine Bar and the Spa and Health Club. A charge of CHF 40 per pet per day will apply. The animal must be on a leash at all times and must not be left unattended in the room. Seeing-eye dogs are always welcome and are exempt of charges and restrictions.

ANDERMATT, SWITZERLAND

#### **RATE INCLUSIONS**

Services and amenities included in the contracted room rate for all room types:

- · Welcome drink
- · The Chedi Grand Breakfast Buffet, served at The Restaurant
- · Complimentary high-speed internet access, both wired and wireless
- Complimentary selection of coffee, tea, soft drinks and juices in the minibar (replenished once daily and excludes alcoholic beverages)
- · Complimentary access to The Spa and Health Club
- · Complimentary In-Room Entertainment (movies on demand & DAB Radio)
- · The Chedi Bär Kids Club (opening times TBC)
- · Complimentary local or international newspaper
- · Exclusive Hästens beds with pillow top bed
- · iPad for in-room control and Internet
- · 46" flat screen HDTV
- · Bose surround system
- · Espresso Machine
- · CD/DVD player (upon request)
- · iPod connection
- · Air conditioning with temperature and humidity control
- · Built-in fireplace
- · Luxury bathroom amenities (Aqua di Parma)

From 22 December 2018 – 08 January 2019 the following extra services and amenities are included in the room rate:

- · Festive programme
- · Ice skating equipment & usage ice rink
- New Years Evening Entertainment (Fireworks, Live-Music)

ANDERMATT, SWITZERLAND

#### **ALLOTMENT**

Room Type	Alloted Units	Cut-off Days
Deluxe Room	1	1 day – Period 5 3 days – Period 2/4 7 days – Period 3 60 days – Period 1
Deluxe Suite	2	1 day – Period 5 3 days – Period 2/4 7 days – Period 3 60 days – Period 1
Grand Deluxe Suite	2	1 day – Period 5 3 days – Period 2/4 7 days – Period 3 60 days – Period 1

All rooms sold on allotment must be reported to the hotel daily by email. Unsold room allocation will be released automatically based on the cut-off days stipulated above.

Additional rooms exceeding the allotment, are available on request only.

#### **MINIMUM STAY**

Season	Room category	Minimum stay
2/3/4/5	ALL	1 night
1	ALL	6 nights

ANDERMATT, SWITZERLAND

#### **COMPULSORY MEAL PLANS**

Stay Date	Adult 12+	Child 3-12	Infant
31 December 2018	660	300	N/A

All rates listed are in Swiss Francs (CHF) and are inclusive of 3.8 per cent Swiss Value Added Tax.

#### **ADD-ON MEAL PLANS**

Meal Plan	Adult 12+	Child 3-12	Infant
The Chedi Grand Breakfast Buffet	Inclusive	Inclusive	Free of charge
Half-board available at The Restaurant (3-course menu)	CHF 105	CHF 65	N/A

All rates listed are in Swiss Francs (CHF) and are inclusive of 3.8 per cent Swiss Value Added Tax.

#### **ADD-ON TRANSFERS**

Pick-Up/Drop-Off	Duration	Cost
Andermatt station – Hotel	5 minutes	Complimentary
Göschenen station- Hotel	10 minutes	Complimentary
Zurich Airport - Hotel	90 minutes	From CHF 510 / car and way
Milan Malpensa Airport – Hotel	120 minutes	From CHF 720 / car and way

The above fees are on a per car per way basis without additional stops. Maximum up to 3 persons per car. Inclusive of road tolls and 7.7 per cent Swiss Value Added Tax.

ANDERMATT, SWITZERLAND

#### **ROOMING POLICY**

Room Type	Maximum Occupancy
Deluxe Room	Up to 4 persons, with a maximum of 2 adults
Grand Deluxe Room	Up to 4 persons, with a maximum of 2 adults
Junior Deluxe Suite	Up to 4 persons, with a maximum of 3 adults
Deluxe Suite	Up to 4 persons, with a maximum of 3 adults
Grand Deluxe Suite	Up to 6 persons, with a maximum of 6 adults
Gemsstock Suite	Up to 4 persons, with a maximum of 3 adults
Furka Suite	Up to 8 persons, with a maximum of 8 adults

#### **EARLY CHECK-IN**

For any reservations requiring the room to be available before the check-in hours, a full day charge for guaranteed early check-in will apply and is subject to availability at the point of reservation.

#### LATE CHECK-OUT

For extended check-out up to 18:00 hours, 50 per cent of the applicable rate will apply and a full day charge will apply for check-out beyond 18:00 hours, both of which are subject to room availability.

Check-in time: 15:00 hours, Check-out time: 12:00 hours

#### **CANCELLATION POLICY**

Period	
Period 1	If less than 60 days before the day of arrival, 100% of the total room charge will be imposed.
Period 2/4	If less than 3 days before the day of arrival, 100% of the total room charge will be imposed.
Periods 3	If less than 7 days before the day of arrival, 100% of the total room charge will be imposed.
Period 5	If less than 1 day before the day of arrival, 100% of total room charge will be imposed.

ANDERMATT, SWITZERLAND

#### **NO-SHOW**

For no-shows 100 per cent of the total room charge will be imposed for the whole stay. Any unconsumed reserved room nights are chargeable unless otherwise agreed upon by the hotel.

#### **BOOKING PROCEDURE**

Reservation requests should be made in the form of:

- · a reservation order
- · an e-mail detailing the full booking information

Reservation request should be received to either one of the below:

T: +41 41 888 74 77

e-Mail: reservations@chediandermatt.com

A confirmation number must be received from the hotel acknowledging receipt and confirmation.

#### **PAYMENT PROCESS**

All reservations are to be pre-paid prior to guest's arrival based on the prepayment terms stipulated below except where credit arrangement had been made and approved by the Hotel. Where pre-payment is not received by the due date, the hotel reserves the right to release all space held without notification:

Period	Pre-Payment
Period 1	60 days
Period 2 / 3 / 4 / 5	14 days

Immediate payment required for arrivals that falls within the prepayment due date

Where credit is approved in writing by the hotel, the company agrees to pay in accordance with the credit terms as notified in the credit approval letter.

ANDERMATT, SWITZERLAND

### Banking details:

Name	Detail	
Account Name	Bellevue Hotel & Appartement Management AG	
Bank Name	Urner Kantonalbank, Agentur Andermatt	
Bank Address	Gotthardstrasse 43, 6490 Andermatt, Switzerland	
Account Number	13 65 13 02 01	
IBAN	CH96 0078 5001 3651 3020 1	
SWIFT/BIC	URKNCH22	

#### **BILLING ADDRESS:**

# BELLEVUE HOTEL & APPARTEMENT MANAGEMENT AG THE CHEDI-BILLBOX 347642 CH - 8010 ZÜRICH

thechediandermatt@billbox.com

ANDERMATT, SWITZERLAND

#### **TERMS & CONDITIONS**

#### **Materialization Clause**

The Hotel requires that the Company must produce no less than 30 room nights per contracting duration. The production level will be reviewed at the end of every six (6) months, after which should the materialized room nights fall below fifty percent of the projected annual production, the Hotel shall reserve the right to revoke the given allotment or cancel this agreement for the rest of the contracting duration.

#### **Restrictions on Onward Distribution**

The rates provided by Hotel are solely for use by the Company that has entered into this agreement, and are non-transferable or assignable to any other company or organization. If Company is acting as a receptive wholesaler, the rates provided by Hotel may be distributed by Company to companies or organization that primarily operates off-line distribution channels. Company must bundle and must take commercially reasonable steps to ensure that its B2B partners bundle all guest rooms made available through this agreement in a packaged travel product that is, at a minimum, a combination of room and airfare, an overnight cruise or another meaningful component ('Travel Packages") before Company and its B2B Partners sell such guest rooms to retail customers. Under no circumstances may the contracted room rate made available through this agreement be sold by the Company or its B2B partners on a retail website in an accommodation only or unbundled manner.

#### Confidentiality

These rates and conditions remain confidential between the Company and Hotel and may not be disclosed to other parties without the express permission of the hotel. In addition, Company shall not disclose, or permit any third party to disclose to the public the rate for any other component (including airfare) that is included in a travel package. Package room rate may be disclosed to the public only if the Packaged Room rate is for additional nights that can only be booked and consumed as part of a Travel Package

#### **Termination**

This agreement contains the entire understanding of the parties and shall supersede any and all other prior negotiations and Agreements. This Agreement and the agreed rates may not be assigned and can be terminated by the hotel with written notice.

- a) Either party may terminate this letter in the event of material breach of this letter by the other party if such breach is not cured within thirty (30) days from receipt of written notice of such breach
- b) Either party may terminate this Agreement upon thirty (30) days' prior notice if the other party (i) consistently fails to pay its debts as they come due,
  - (ii) becomes subject to a voluntary or involuntary bankruptcy proceedings.

#### **Force Majeure**

If act of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

ANDERMATT, SWITZERLAND

By signing below, the Company acknowledges that it has read and agreed to the terms above as well as the Terms and Conditions, incorporated herein by reference. This agreement will supersede all other written and oral agreements between the parties concerning its subject matter.

Details	Sales & Marketing	Finance
Name	Oliver Braun	Marko Schnick
Designation	Cluster Director of Sales & Marketing	Director of Finance
Email	obraun@chediandermatt.com	dof@chediandermatt.com
Telephone	T (+41) 41 888 79 91	T (+41) 41 888 79 71

Signature
Amira ElBatal

Name

Designation

Accontracting Agent

Pate

16.08.2018

Signature

Manuel Bernardo
Name

Director of Sales
Designation

27.06.2018 **Date** 

Hotel