

## Breidenbacher Hof, a Capella Hotel LEISURE CONTRACT 2017/2018

**COMPANY NAME** World Avenues SA- Travel Services  
Full Name Amira Elbatal  
Title Contracting Agent  
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1202 Geneva  
Switzerland  
  
Tel: +41 225481211  
E-mail: de3@world-avenues.ch

Date May 24<sup>th</sup>, 2017

Dear Amira,

Warm greetings from the Breidenbacher Hof, a Capella Hotel!

Thank you for your interest in continuing our cooperation.

We are pleased to submit to you our wholesale contract for FIT bookings including breakfast.

Below are details on our room categories offered in this contract.

- Superior room (41 sqm)
- Deluxe room (48-55 sqm)
- Capella suite (76 sqm)
- Executive suite (96 sqm)
- Grand suite (120 sqm)

Kindly return a signed copy of this contract within 15 days at your convenience.

Thank you & best regards,

Carolin

## Breidenbacher Hof, a Capella Hotel LEISURE CONTRACT 2017/2018

**COMPANY NAME** World Avenues SA- Travel Services  
**Address** 14, Rue Ferrier  
1202 Geneva  
Switzerland

**and** WPHG Düsseldorf Operating GmbH,  
Breidenbacher Hof, a Capella Hotel  
Königsallee 11  
40212 Düsseldorf  
Germany

**Validity:** 24<sup>th</sup> April, 2017 – 31<sup>st</sup> March, 2018  
**Currency:** EUR  
**Rate basis:** per room per night, inclusive of tax, service charge and daily  
breakfast in our Brasserie "1806"  
applicable for bookings from one (1) to three (3) rooms

room category	period	validity	occupancy / rate	allotment	cut-off days
Superior room	24 May 2017 – 30 June 2017	Mon-Sun	single EUR 295.00 double EUR 315.00	free sale	7
Deluxe room	24 May 2017 – 30 June 2017	Mon-Sun	single EUR 355.00 double EUR 375.00		
Capella suite	24 May 2017 – 30 June 2017	Mon-Sun	single EUR 600.00 double EUR 620.00	on request	7
Executive suite	24 May 2017 – 30 June 2017	Mon-Sun	single EUR 890.00 double EUR 910.00		
Grand suite	24 May 2017 – 30 June 2017	Mon-Sun	single EUR 1,390.00 double EUR 1,410.00		

room category	period	validity	occupancy / rates	allotment	cut-off days
Superior room	1 July 2017 – 2 September 2017	Mon-Sun	single EUR 320.00 double EUR 340.00	free sale	7
Deluxe room	1 July 2017 – 2 September 2017	Mon-Sun	single EUR 370.00 double EUR 390.00		
Capella suite	1 July 2017 – 2 September 2017	Mon-Sun	single EUR 700.00 double EUR 720.00	on request	7
Executive suite	1 July 2017 – 2 September 2017	Mon-Sun	single EUR 1,700.00 double EUR 1,720.00		
Grand suite	1 July 2017 – 2 September 2017	Mon-Sun	single EUR 2,400.00 double EUR 2,420.00		

room category	period	validity	occupancy / rate	allotment	cut-off days
Superior room	3 September 2017 – 31 March 2018	Mon-Sun	single EUR 295.00 double EUR 315.00	free sale	7
Deluxe room	3 September 2017 – 31 March 2018	Mon-Sun	single EUR 355.00 double EUR 375.00		
Capella suite	3 September 2017 – 31 March 2018	Mon-Sun	single EUR 600.00 double EUR 620.00	on request	7
Executive suite	3 September 2017 – 31 March 2018	Mon-Sun	single EUR 1,090.00 double EUR 1,110.00		
Grand suite	3 September 2017 – 31 March 2018	Mon-Sun	single EUR 1,590.00 double EUR 1,610.00		

### BLACKOUT DATES

Kindly note that the above mentioned contract rates and allotments are not available on the following dates in 2017 and 2018:

<u>fair</u>	<u>date</u>	<u>cancellation deadline</u>
Tour de Fance	June 28-July 2, 2017	60 days prior
Anuga	October 6-11, 2017	14 days prior
A+A	October 16-20, 2017	14 days prior
Medica	November 12-16, 2017	60 days prior
Prowein	17-20 March 2018 min 3 nights	14 days prior

## RATE INCLUSIONS

- Check-in on arrival date and check-out on departure date at any desired time without extra charge.
- The service of your Capella Personal Assistant.
- Complimentary wireless internet access.
- Daily breakfast at Brasserie "1806", our restaurant.
- Complimentary in-room refreshments inclusive of bottled water, juices and soft drinks as well as tea & coffee making facilities.
- Exclusive and complimentary access to our Capella Living Room offering fruits, sweets and hot & cold beverages.
- Welcome amenities upon arrival.
- A selection of international newspapers delivered daily.
- Free access to our spa including gym, pool, sauna and steam room – exclusively for hotel guests.

## RESTAURANT OPTIONS

- Lunch and dinner are being served à la carte at our restaurant **Brasserie "1806"** and at the **Lobby Lounge** daily from 12:00 to 9:30 pm.

## CONTRACT TERMS AND CONDITIONS

### 01. RATES & TAXES

- All contract rates are quoted net and non-commissionable. All government taxes and service charges are included (subject to change).
- Rates may increase without notice due to any changes in, or imposition of government charges, taxes or levies.
- Rates are valid for inbound individual leisure guests only. Rates for groups from 4 rooms for meetings, incentives, conventions or exhibitions may vary and are subject to availability.
- Rates are not valid until a signed copy of this contract is returned to the hotel, so as to have your rates loaded into the hotel's reservation system.
- Contract rates are applicable on the Tour Operator's account against an official authorized voucher. Should guests pay by personal account or extend their stay, best public rates will apply.
- Rates are not guaranteed for last room availability. In this case best public rates will apply.

### 02. DISTRIBUTION OF CONTRACT RATES

- Contract rates are only valid for **World Avenues SA – Travel Services**.
- Contract rates cannot be offered by the Tour Operator directly to the consumer via the internet or on any other internet channel through owned, affiliated or subsidiary companies without prior written approval from Capella Hotels and Resorts (to be given or withheld in Breidenbacher Hof, a Capella Hotel's absolute discretion).



- Internet rates are available by contacting Breidenbacher Hof, a Capella Hotel.
- The contract rates are not to be offered, knowingly or unknowingly, to any party that distributes or retails via the internet or to any party that causes to distribution or retailing via the internet.

### 03. RESERVATIONS

- Reservation requests must be sent in writing by fax or email to [reservations.breidenbacherhof@capellahotels.com](mailto:reservations.breidenbacherhof@capellahotels.com) with all necessary details.
- Reservations will not be considered as confirmed until the Tour Operator receives a confirmation in writing from the Hotel. In case no prior reservations are made, best public rates will apply.
- Telephone availability checks are not considered as a commitment for the reservation. The Hotel is not required to provide verbal confirmation of availability.
- Reservations for rooms with a twin beds have to specifically be reconfirmed by the hotel.

### 04. ARRIVAL / DEPARTURE TIME

- Check-in is possible at any desired time on arrival date without extra charge. However, availability for the desired check-in time is to be **confirmed** by the Hotel depending on Hotel's occupancy. Breakfast is not included on day of arrival.
- Check-out at any desired time on departure date without extra charge is possible. However, availability for the desired check-out time is to be **confirmed** by the Hotel depending on its occupancy.

### 05. CHILDREN POLICY

- Maximum two (2) adults and one (1) child less than 12 years of age can stay in one (1) **Superior room in existing bedding** (no extra bed possible). The child can stay free of charge with the parents.
- Baby cot for infant is free of charge.
- Maximum two (2) adults and two (2) children or three (3) adults can stay in one (1) **Deluxe room or higher categories in existing bedding plus one (1) extra bed**.
- The charge for one extra bed is EUR 95.00 per night including breakfast.

### 06. ALLOTMENTS

- Allotments negotiated must materialize at a ratio higher than 80%. If this level is not achieved, the hotel reserves the right to reduce allotments to match allotment materialization criteria. Evaluation will take place each three (3) months.
- Hotel automatically releases negotiated room allotments at agreed release dates. Reservations after release date are on request basis only via the Hotel reservations department.

### 07. BROCHURE INCLUSION

- When Breidenbacher Hof, a Capella Hotel is included in an overseas Tour Operator/Travel Agent's brochure, a pre-copy must be signed off by the Hotel prior to printing. Otherwise, incorrect information will be the responsibility of the Tour Operator/ Travel Agent and not of Breidenbacher Hof, a Capella Hotel.



On behalf of Breidenbacher Hof,  
a Capella Hotel  
Name: Carolin Beuster  
Title: Director of Sales

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Accepted by World Avenues SA – Travel  
Services  
Name: Amira Elbatal  
Title: Contracting Agent

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

## 08. CANCELLATION / AMENDMENT / NO-SHOW POLICIES

number of rooms reserved	1 to 3 rooms	4 and more rooms
deadline for cancellation/ amendment without charge	7 days prior to arrival date	14 days prior to arrival date
cancellation/amendment/ shortening of stay made on arrival date or no-show	90% charge of total cancelled/amended/shortened stay or no-show	
in case of no-show	90% of total room charge will be levied as no-show charge. Space for subsequent nights will be released for resale.	
full name list	To be provided at moment of booking.	

## 09. PAYMENT

- Credit facilities with payment within 30 days from receiving invoices.
- Company credit card to be provided as guarantee.

## 10. BANK DETAILS

Commerzbank AG  
IBAN: DE85 30080000 0232329100  
Swift-BIC: DRES DE FF 300

## 11. AMENDMENTS

- Amendments to this contract shall only be valid if made in writing and signed by the Hotel. Oral amendments cannot be accepted.
- The waiver of any terms and conditions for one particular occasion shall not be deemed a waiver of such terms and conditions on any future occasions.

## 12. CONFIDENTIALITY

- The Tour Operator/ Travel Agent confirms and agrees that this agreement is confidential. The Tour Operator/ Travel Agent shall not in any circumstance divulge or permit to be divulged the contents of this agreement.
- Contracts may not be transferred from one company to another without specific authorization of the hotel.

## 13. RIGHT TO TERMINATE

- If either the Tour Operator or the Hotel fails or neglects to perform or observe the covenants it is required to perform or observe under this agreement ("the defaulting party") and such failure continues for a period of 07 days after service of a notice from the other of them ("the non-defaulting party") calling upon the defaulting party to remedy the failure, then the non-defaulting party can terminate this agreement without prejudice to any rights of the parties arising prior to such termination and any rights of action or remedies of the non-defaulting party in respect of the breach, non-performance or non-observance of a covenant or term of this agreement.

#### 14. GENERAL TERMS AND CONDITIONS

- Our general terms and conditions are part of this leisure contract (attachment 1).

#### 15. ACT OF GOD

- In the event of an Act of God or of unpredictable events against which it is powerless or which are beyond reasonable control, the party concerned (the hotel or the Tour Operator/Travel Agent) shall be released from its obligations without compensation.

#### 16. JURISDICTION

- In the event of dispute, including disputes for checks and bills of exchange, the courts at the location of the hotel's registered office shall have exclusive jurisdiction for commercial transactions. Insofar as a contacting party fulfills the requirements of § 38, pam. 2 of the German Code of Civil Procedure and does not have a general venue within the country, the courts at the location of the hotel's registered office shall have jurisdiction.