



CONTRACT AGREEMENT 2019/2020



WORLD AVENUE SA
Rue Ferrier 14
CH-1202 Geneva
Switzerland

Contact : Alaa Huseen
contracting2@world-avenues.ch

HÔTEL BEAU RIVAGE ****
24 Rue Saint-François de Paule
06 300 Nice

Contact : Claire Embriaco
rs@3ahotels.com
Réservation : Ludvine
beau rivage@3ahotels.com

Tél : 04.97.20.25.22
Tél : 04.97.20.25.26

Article 1 - Rates

		LOW SEASON				MIDDLE SEASON			HIGH SEASON		
Rates 2019/2020		Low season	PROMOTION -20%	PROMOTION -10%	PROMOTION -10%	MIDDLE SEASON	PROMOTION -15%	PROMOTION -15%	HIGH SEASON	PROMOTION -15%	PROMOTION -15%
Net rates VAT included, in Euros		01/11/19 - 31/03/20	01/11/19 - 27/02/20		01/03/20 - 31/03/20	01/04/20 - 31/05/20	01/04/20 - 07/05/20	17/05/20 - 28/05/20	01/06/20 - 19/09-20	01/06/20- 28/06-20	29/06/20 - 19/09/20
Per night / Per room		18/10/20 - 31/10/20	Until 90 days prior arrival	From 89 days to arrival date		20/09/20 - 17/10/20	27/09/20 - 11/10/20	Until 90 days prior arrival			Until 90 days prior arrival
Buffet breakfasts served at the restaurant included											
										Not valid on : 10-11-17-18-24-25-31 July // 01-7-8-14-15-21-22 August	
Classic room	Rates										
Single / double	VAT EXCLUDED	81,82	65,45	73,64	73,64	140,91	119,77	119,77	181,82	154,55	154,55
(2 people max)	VAT INCLUDED	90,00	72,00	81,00	81,00	155,00	131,75	131,75	200,00	170,00	170,00
Superior room											
Single / double	VAT EXCLUDED	90,91	72,73	81,82	81,82	154,55	131,36	131,36	200,00	170,00	170,00
(2 people max)	VAT INCLUDED	100,00	80,00	90,00	90,00	170,00	144,50	144,50	220,00	187,00	187,00
Privilege patio room											
Single / double	VAT EXCLUDED	104,55	83,64	94,09	94,09	195,45	166,14	166,14	236,36	200,91	200,91
(2 people max)	VAT INCLUDED	115,00	92,00	103,50	103,50	215,00	182,75	182,75	260,00	221,00	221,00

	OTHER INFORMATION
CITY TAX	2,20€ per day per person Subject to increase by Government or City by-law
OFFERS	Any promotion mentioned in this contract may be stop at any time. agency will be kept informed by mail of any request of closure. THE PROMOTION S ARE NOT VALID ON THE FAIR DATES
PRIVATE BEACH BEAU RIVAGE from April to October	Package at 20€ per per person per day (including mattress & beach towel), to be confirm for 2020 season Umbrella : extra 5 € Upon availability and weather conditions
Continental Breakfast	Served in room : 8 € per person and per day
Small Pets	On request, after confirmation from the hotel, 16 € per day, food not included
	Rates with 10% of VAT included (TTC)
	The VAT rate is subject to changes in case of a government decision and may involve a modification of rates

Above mentioned rates are valid up to 5 rooms. For more rooms, it will be considered as a group reservation and group conditions will apply.

IMPORTANT NOTICE :

All guests arrival which do not correspond to the number of guest on the initial reservation will be denied.
In case of room type difference between the confirmation received by the hotel and the guest voucher, room type allocated to guests will be room type confirmed by this contract signatory.
The allotement has to be booked before the free sale

Article 2 - VALIDITY

The contract is effective once Hotel Beau Rivage receives the two original samples signed by the agency and the hotel. Rates mentioned are valid from 01.11.2019 to 31.10.2020. This contract cancels and replaces all preceding contract. Contracts are renegotiated every year and are not subject to tacit renewal.

Article 3 - RESERVATIONS

Reservations have to be done directly with the hotel.

Article 4 - ALLOTEMENTS

PERIOD	NUMBER & TYPE OF ROOM	RELEASE
LOW SEASON	5 FREE SALE PER CATEGORY	D-1
MIDDLE SEASON	5 FREE SALE PER CATEGORY	D-7
HIGH SEASON	5 FREE SALE PER CATEGORY	D-10
FAIR DATES	ON REQUEST	ON REQUEST

In case of the hotel would give an allotment of rooms to its partners, it must ensure reservation of at least 50% of this allotment during the first six month of validity of contract.
If this is not the case, the hotel reserves the right to review the allotment granted during the contract period
Allotment have to be imperatively sold before free sale. In case of request of stop sales, allotment and free sale have to be closed
In case of cancellation of a reservation after sending a stop sale the agency cannot resell without prior authorization from the hotel.

Article 5 - VOUCHER

They must be delivered to the reception desk. No photocopies of vouchers will be accepted.
The agency is fully responsible for the use of vouchers issued on behalf of BEAU RIVAGE
In any case, the Beau Rivage will not be held responsible for any dispute relative to the indicated rate on voucher.

Article 6 - PAIEMENT CONDITIONS

A credit card will be required to guarantee all bookings pending payment
The hotel will send the invoice with a copy of the voucher to the agency. The agency will pay the hotel directly to 30 days from date of issue of invoice.
Bank charges are the responsibility of the agency.
Any service not mentioned on the voucher will be set up by the customer (telephone, meals, mini bar, laundry and beach. ...).

In case of non-payment or late payment of more than 45 days of the invoice, the agency will owe late penalties: The Banque de France raise of 5 % per month.
Conformément à l'article 121-II de la loi n°2012-387 du 22 mars 2012, une indemnité forfaitaire pour frais de recouvrement est due au créancier en cas de retard de paiement.
Pursuant to Article 121-II of Law No. 2012-387 - 22 March 2012, lump sum for recovery costs is due to the creditor in case of late payment. Compensation is set at 40€ by the Decree No. 2012-1115 - October 2, 2012

Article 7 - BANKS DETAILS

 SOCIETE GENERALE			
RELEVÉ D'IDENTITÉ BANCAIRE			
TITULAIRE DU COMPTE HOTEL BEAU RIVAGE SDG 24 RUE SAINT FRANCOIS DE PAULE 06300 NICE			
DOMICILIATION : PARIS R.G ENTREPRISES (03764)			
Banque	Guichet	N° de compte	Cle RIB
30003	03764	00020182329	65
Identification Internationale (IBAN) IBAN FR76 3000 3037 6400 0201 8232 965			
Identification Internationale de la Banque (BIC) SOGEFRPP			

Article 8 - PROMOTION

The agency is committed to promoting the hotel. All elements relating to the promotion of the hotel will be subject to the approval of the hotel before publication.
This contract will be signed and returned by the hotel to the agency upon receipt and acceptance of said contract by the hotel.
The hotel reserves the right to launch a promotion of direct sales in the event of large supplies.
Distribution Channels: The hotel must be informed of all channels of distribution used without prior consent of the hotel. No change or addition of support will not be accepted.
Promotions and special offers are not cumulatives.



Article 9 - CHANNEL MANAGER CONNECTION

In case of direct connection request via the channel manager, any setup / connection fees will be charged to the agency.

Article 10 - RATES & RESALE

RATES

These special Tour Operator rates are:

- Net of all commission
- Exclusively valid throughout the validity of this contract excluding close out date
- Only applicable to the number of rooms on allotment and categories specified on the grid of Tour Operator rates appended to the contract.
- For any requests on room categories that are not specified on this grid, a commission of 10% will be granted on public rate

RESALE

These special Tour Operator rates are exclusively intended for « business to business » use.

Consequently, these net Tour Operator rates must be used in the context of a re-sale with a professional in the tourist industry (such as a travel agency), necessarily implying the application of respective and successive financial margins and cannot be seen by the end-consumer on Internet.

It is planned between the parts, and the signatory commits to it formally and expressly, that all the effective sales by the signatory via internet must be made with a minimal additional margin of 20 % with compared to the rate you benefits

In case of the non-respect of this measure, imperative for the hotel because of the necessity to control as its rate as its image, the signatory will be obliged, as damage and interests, of a sum already fixed at ten times the difference between the rate which should have been applied to the minimum and the rate which will have been applied below 30 % by it Signatory, multiplied by the number of overnight stays.

This decision is of automatic application

Besides, this (negligenc) of the signatory in its contractual obligations can entail, according to the hotel, the immediate resiliation and without any compensation nor advance notice of the present contract.

The signatory of this contract must be an intermediary on the professional tourism industry and therefore cannot use these rates as part of a re-sale to a website publishing prices visible to end-consumer.

In case of non respect of the rule & discovery of any publication available on web site, HOTEL reserves the right not to honour the reservations concerned and to claim a refund equal to the rate per night sold X 10.

Tests will be made regularly by the hotel to the several websites involved.

In case of non-respect of this clause, the hotel also reserves the right to end this present contract with immediate effect, by means of a Registered Letter with Request for Acknowledgement of Receipt.

Article 11 – CANCELLATIONS / NO SHOW / ANTICIPATED DEPARTURE

Cancellations

Low Season

Cancellations have to be done directly with the Hotel at least 24 hours prior arrival.

In case of cancellation less than 24 hours prior arrival, the Hotel Beau Rivage will charge the equivalent of 1 night to the agency.

(From 4 pm, local time & D-1)

Mid Season

Cancellations have to be done directly with the Hotel at least 72 hours prior arrival.

In case of cancellation less than 72 hours prior arrival, the Hotel Beau Rivage will charge the equivalent of 1 night to the agency.

(From 4 pm, local time & D-3)

High Season

Cancellations have to be done directly with the Hotel at least 7 days prior arrival.

In case of cancellation less than 7 days prior arrival, the Hotel Beau Rivage will charge the equivalent of 50% of stay to the agency.

(From 4 pm, local time & D-7)

Cancellation Fair Dates

Cancellations must be done directly with the hotel at the latest 30 days prior the client arrival.

In case of cancellation before 30 days prior the client arrival date, the hotel BEAU RIVAGE will charge the equivalent of the entire stay to the agency

In case of No show or early departure, the hotel BEAU RIVAGE will charge the equivalent of the entire stay to the agency.

(From 4 pm, local time & D-30)

No-show

There is no-show when the client does not show up at the hotel and that the cancellation conditions above are not respected.

In case of no-show:

Hotel BEAU RIVAGE will charge the equivalent of 1 night to the agency in low season.

Hotel BEAU RIVAGE will charge the equivalent of 1 night to the agency in mid season.

Hotel BEAU RIVAGE will charge the equivalent of the entire stay to the agency in high season.

Départ anticipé

Il y a départ anticipé lorsque le client ou l'agence modifie le séjour lorsque le client est arrivé à l'hôtel, pendant son séjour.

En cas de départ anticipé l'hôtel BEAU RIVAGE facturera l'équivalent de 50% des nuits non consommées par le client en basse et moyenne saison et la totalité des nuitées non consommées en haute saison et date de congrès

Article 12 - LEGAL PROCESS

Express agreement between the parties for all disputes relating to the implementation or interpretation of this contract, the courts of the jurisdiction of Paris shall have exclusive jurisdiction and

only the French law will apply. Any disputes must be reported in writing directly to the hotel within 21 days from the date of stay

Article 13 - EARLY TERMINATION

In case of default by one or the other party of any of its contractual obligations, this contract will be automatically terminated after notice by registered letter with acknowledgment of receipt was unsuccessful during a period of 8 days. Current reservations will be canceled as a result.



Article 14 - FAIRS DATES & CLOSE OUT DATES



FAIRS DATES	CONGRESS / EVENTS	FAIRS SUPPLEMENT PER ROOM PER NIGHT
1st and 2nd November 2019 included	Marathon	No
From the 4th to the 6th November 2019 included	SPIN	No
From the 24 to the 28th November 2019 included	GIRO	No
28th December 2019	NYE	No
29th December 2019	NYE	+20 €
30 and 31st December 2019	NYE	+50 €
1st January 2020	NYE	No
From the 1st to the 06th February 2020	Rynoplastie // Congress	No
From the 14 to the 15th February 2020 included	Carnival week end	+20 €
From the 21 to the 22nd February 2020 included	Carnival week end	+20 €
From the 28 to the 29th February 2020 included	Carnival week end	+20 €
From the 6 to the 8th March 2020 included	Paris-Nice	No
From the 10 to the 12th March 2020 included	MIPIM	+20 €
From the 2nd to the 4th April 2020 included	AMWC	No
From the 10 to the 12nd April 2020 included	Pâques	No
From the 25 to the 29th April 2020 included	ECIO	No
1st May 2020	1er Mai	+30 €
From the 8 to the 9th May 2020 included	Historical grand prix	No
From the 29 to the 31st May 2020 included	Pentecôte	+30 €
From the 4 to the 6th June 2020 included	Nice Shoulder course	No
From the 14 to the 20th June 2020 included	ISPRS	No
From the 26 to the 28th June 2020 included	Tour De France	+100 €
To be confirmed	IRONMAN	+30 €
From the 09 to the 11th September 2020 included	ESMINT	No
From the 15 to the 17th September 2020 included	SIMCORP	No
From the 7 to the 10th October 2020 included	EVER	No
From the 12 to the 17th October 2020 included	IAEA	No
From the 20 to the 22nd October 2020 included	PCI	No

CLOSE OUT DATES	CONGRESS / EVENTS
From the 29 to the 31st January 2020 included	ORL
From the 22 to the 24th May 2020 included	Monaco racing

All dates inclusives / Allotement not valid on these dates fair or closed dates
BEWARE: at the contract signing date, all events and dates have not been communicated to us. If necessary, an updated calendar will be send to you in order to adapt the rates and allotments.
In case of refusal of closure of allotment in addition to the above dates the hotel reserves the right to interrupt this contract and to cut connectivity if one is in place

Article 15- SIGNATURE

WORLD AVENUE
Represented by :
Fonction :
Date:

Signature

Marwa Emad
Contracting Agent
World Avenues SA
27.06.2019

WORLD AVENUES
14, rue Ferrier, CH- 1202 Geneva, Switzerland
Tel : +41 22 906 94 00 Fax : +41 22 906 94 10
www.world-avenues.ch