

# World Avenues S.A 2017 / 2018 F.I.T. (INDIVIDUAL) AGREEMENT

### 1. PARTIES, PURPOSE AND LENGTH

This FIT Agreement is entered by the following Parties: World Avenues S.A (hereinafter referred to as the "Tour Operator") with its principal office at 14, Rue Ferrier, CH-1202 Geneva, Switzerlandand the following Hotel of the VICTORIA-JUNGFRAU COLLECTION:

### VICTORIA-JUNGFRAU Grand Hotel & Spa in Interlaken

(Hereinafter referred to as the "Hotels"), and is valid till March 31<sup>st</sup>, 2018.

This Agreement states the terms and conditions under which the Hotel will co-operate with the Tour Operator. The Agreement begins upon receipt of a signed copy of the same.

# 2. 2017 F.I.T. RATES

The Hotel will grant the Tour Operator the right to book rooms and suites for the duration of this Agreement at the confidential FIT rates as specified in the "**Exhibit A FIT**" which constitutes part of this Agreement.

F.I.T. rates are quoted in CHF currency, on a per room per night basis. Rates are inclusive of VAT and service charge. City tax excluded.

### Further inclusions:

Full buffet breakfast Use of swimming pool, whirlpools, saunas, steam bath, fitness and gymnastic facilities W-LAN.

F.I.T. rates are net to the Hotels and non-commissionable.

The Hotel will honour reservations at F.I.T. rates up to a maximum of 10 rooms per night.

# 3. SPECIAL COMMISSION POLICY APPLIED ON PACKAGES AND PROMOTIONAL RATES SOLD THROUGH WWW.VICTORIA-JUNGFRAU-COLLECTION.CH

To protect your business, and to prevent you from falling into situations that might make your selling price overpriced in specific circumstances, you will have the possibility of reserving all the special promotional rates that are available on our websites, your **special** commission will be:

- On packages which include accommodation you receive a commission as detailed in the Travel Agency Information.
- 15% or 10% commission on promotional rates depending on the type of rate confirmed.

The only requirement to receive the special commission on our Promotional Rates will be:

• When you place the reservation, the promotional rate of your choice must be open to sales through our Web for the exact dates and for the same type of room you are requesting for your client.



- GRAND HOTEL & SPA
- Bookings based on packages and promotions available through our website will be invoiced at the same price as published on our website, and payments will be requested net of your applicable commission. The deposit and cancellation policies of the packages and promotions will apply (details on our website) and may differ from those valid for reservations at FIT rates.
- Bookings made at our package or promotional rates with the special commission can't be combined with any other offer.

## 4. **RESERVATIONS PROCEDURE**

All reservations will be on request and subject to the availability of the requested room type at time of reservation.

Requests of reservations will need to be addressed to the Hotels Reservations Office

Via e-mail:reservation@victoria-jungfrau.chVia Voice:+41 33 828 26 10Via facsimile:+41 33 828 26 8

#### 5. CHILDREN & EXTRABED POLICY

All children are welcome. Baby cots for children under the age of 3 years are free of charge. Regarding further children reductions and children meal policies, please refer to "**Exhibit A FIT**" of the respective Hotel. Maximum capacity of extra beds or baby cots in a room is 1. Extra bedding and baby cots available only in Junior Suites and Suites. No extra bed possible in Bel Air Junior Suites. No extra bed possible in Single Rooms.

#### 6. PAYMENT PROCEDURE & GENERAL TERMS OF BUSINESS

Invoices are to be paid by the Tour Operator within 30 days of the invoice date, without any deductions. In the event of any complaints, these must be submitted within 10 days of the date of invoice. The currency for payment is CHF.

Payments will be made via bank transfer to the Hotels bank account detailed here below (bank transfer costs have to be fully paid by the Tour Operator):

#### VICTORIA-JUNGFRAU Grand Hotel & Spa

UBS AG, 3800 Interlaken IBAN: CH18 0024 1241 4580 3110 T; SWIFT Code: UBSWCHZH80A

Every payment has to clearly state references such as the client names, dates of stay and the Hotels invoice number.

In the event that payment is not performed by the Tour Operator within the above terms, the Tour Operator defaults without further reminders and is liable to payment of 5% default interest. If payment is not effected after the second reminder, the Hotel is entitled to discontinue provision of services to the customer without further notice. The general terms and conditions of the Hotel applies for this agreement.

### 7. CANCELLATION POLICY

Any cancellation by the Tour Operator must be advised to the Hotel in writing and will come into effect on the day it is received. The Hotel will assess the following cancellation fees, depending upon the date the notice of cancellation was received:



GRAND HOTEL & SPA

FEE CXL TIME	VICTORIA-JUNGFRAU
up to 2 days prior to scheduled arrival	no cancellation fee
under 2 days prior to scheduled arrival	1 - 3 nights stay = 100% of the stay 4 nights-stay or more = 50% of the stay
arrival date or no shows	full stay
early departure	1 night of stay
special conditions	For all bookings with a 5 nights-stay or more free cancellation is only possible un- til 7 days prior to arrival

# 8. DISTRIBUTION OF RATES ON THE INTERNET OR TO THIRD PARTIES

Contracted rates are confidential and are not to be disclosed directly to any other party.

The Tour Operator is not entitled to sell and promote the contracted dynamic net rates on any consumer internet website, either directly or via a secondary agent. The distribution of any net (bed and breakfast or room only) rate through an Internet Site or Global Distribution System is strictly forbidden unless the Tour Operator applies the following:

The Tour Operator is not entitled to sell any net rate (bed and breakfast or room only) under **VICTORIA-JUNGFRAU Grand Hotel & Spa's** "Best Available Rate" sold through <u>www.victoria-jungfrau.ch</u>.

Contracting partner must ensure that room rates are sold at the hotel's "Best Available Rate" to the end consumer

The Hotel reserves the right to **immediately terminate the agreement and to refuse the booking** in case of violation of the above term.

## 9. GUARANTEED EXPOSURE TO THE HOTEL

The Tour Operator will be an active partner of the Hotel and will offer full support to position the Hotel as their preferred luxury resorts in the area of Interlaken.

In particular, the Hotel will benefit of:

- The best available space on the Tour Operator 2016 catalogue and website, featuring several images of the Hotel as well as a detailed description of their facilities
- Prominent exposure of the Hotels Special Promotions on the Tour Operator's website
- Assistance in distributing and selling special time-sensitive promotions via direct mailings, enewsletters, website promotions etc.
- The possibility of conducting sales calls to the Tour Operator's Product Manager and training sessions to the Tour Operator's Reservations Agents



## 10. PROPERTY GENERAL INFORMATION

For your information and perusal we are including the Hotels **fact-sheet**. For the latest information, please visit our website: <u>www.victoria-jungfrau.ch</u>. Your attire majorly contributes to the ambiance of the VICTORIA-JUNGFRAU Grand Hotel & Spa. At restaurant La Terrasse elegant evening attire is expected (men: long trouser, closed foot wear). At breakfast, the Victoria Terrasse, and the restaurant Quaranta Uno sporty-casual attire is requested, as it is during the day throughout the premises of the hotel.

#### **11. HOTEL IMAGES**

During the term of this Agreement, the Hotel gives the Tour Operator the non-exclusive right, solely for the purposes of marketing and promoting the Hotel, to use their names, information, including images, photographs, logos and trademarks (Hotels Proprietary Materials). <u>High resolution images</u> (300 dpi) can be downloaded directly from our websites. Please find instructions in **"Exhibit B**". The lay-out of all intended hotels descriptions and images on brochures are subject to written approval from the Hotels prior to publication.

#### **12. TERMINATION**

This Agreement may be terminated immediately upon written notice by either Party if the other Party ceases to do business, becomes insolvent, or is subject to bankruptcy or insolvency proceedings, whether actual or reasonably believed to be imminent. If reasonable grounds for insecurity arise with respect to either Party's performance of this Agreement, the other Party may in writing demand adequate assurance of due performance. Until such Party receives such assurance in writing, it may suspend its performance of this Agreement. If such Party does not receive such written assurance within seven (7) days after its request therefore, then such Party may immediately terminate this Agreement.

#### 13. SIGNATURE

This Contract, with exhibits attached, constitutes the entire agreement between the Parties, and may not be amended or changed unless done so in writing, signed by the Hotel and the Tour Operator.

The undersigned represent that they are authorized to sign and enter into this Contract. The Agreement will bind both the Tour Operator and the Hotel and, except as specified otherwise, may be cancelled by either party upon thirty (30) days prior written notice. This Agreement shall terminate immediately upon the termination or expiration of the Agreement.

Date: 23/10/2016		Date: .25.10.2016	
Submitted by		Accepted by World Avenues Switzer	-land
Urs Grimm	Stéphanie Myter	Name + Last Name , Jarek Elbialy	
General Manager	Director of Sales	Position JE Compacting Manag	jer
VICTORIA-JUNGFRA	U	Tour Operator Switting d Avenues	
Grand Hotel & Spa		City Country ceneval 22 Switzerland	
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4/5	F.I.T (Individual) Agreement 2016	, Vorld Avenues Serrie 306 3 wort 23/10/2016	
	Grand Hotel Victoria-Jungfrau AG Höheweg	z 41, 3800 Interlaken? Schweiz	
Т	el +41 (0) 33 828 28 28 Fax: +41 (0) 33 828 28 80	), E-muil: info@victoria-jungtrau.ch	
	www.victoria-jungfrau	Tour Operator Swittorid Avenues City, Contributing ceneral 22 Switzerland 202 Fax: wes.ch World Avenues Setties of Avond-avenues. 341, 3800 Intedation Schweiz , E-mail: integration integ	



GRAND HOTEL & SPA

Interlaken, Switzerland

# **IMPORTANT**

This contract will be valid only if a copy - including enclosures - <u>signed by the Company</u> is received within 14 days from date of submission (PDF to <u>s.myter@victoria-jungfrau.ch</u> or fax to +41 33 828 28 80).



FIT (INDIVIDUAL) RATES 2017/ 2018 VALID JANUARY 1, 2017 - March 31, 2018			
HIGH SEASON: 26.06.2017-03.09.2017	Double	Single	
PRICE PER ROOM	CHF	CHF	
Superior Double Room	585.00	545.00	
Superior Junior Suite	691.00	651.00	
Deluxe Double Room (Jungfrau view)	708.00	668.00	
Deluxe Junior Suite (Jungfrau view)	816.00	776.00	
Spa Junior Suite "Belair" (Garden view)	975.00	975.00	
Superior Duplex Suite	1309.00	1309.00	
Deluxe Duplex Suite (Jungfrau view)	1892.00	1892.00	
Premium Suite (Jungfrau view)	2308.00	2308.00	
MEDIUM SEASON:	Double	Single	
01.05.2017-25.06.2017			
04.09.2017-30.09.2017			
PRICE PER ROOM	CHF	CHF	
Superior Double Room	485.00	445.00	
Superior Junior Suite	591.00	551.00	
Deluxe Double Room (Jungfrau view)	608.00	568.00	
Deluxe Junior Suite (Jungfrau view)	716.00	676.00	
Spa Junior Suite "Belair" (Garden view)	875.00	875.00	
Superior Duplex Suite	1209.00	1209.00	
Deluxe Duplex Suite (Jungfrau view)	1792.00	1792.00	
Premium Suite (Jungfrau view)	2208.00	2208.00	
LOW SEASON :	Double	Single	
02.01.2017-30.04.2017		-	
01.10.2017-21.12.2017			
02.01.2018-31.03.2018			
PRICE PER ROOM	CHF	CHF	
Superior Double Room	399.00	359.00	
Superior Junior Suite	449.00	409.00	
Deluxe Double Room (Jungfrau view)	466.00	426.00	
Deluxe Junior Suite (Jungfrau view)	516.00	476.00	
Spa Junior Suite "Belair" (Garden view)	625.00	625.00	
Superior Duplex Suite	792.00	792.00	
Deluxe Duplex Suite (Jungfrau view)	1042.00	1042.00	
Premium Suite (Jungfrau view)	1292.00	1292.00	

VICTORIA-JUNGFRAU Grand Hotel & Spa Höheweg 41, CH-3800 Interlaken, Tel. +41 (0)33 828 28 28, Fax +41 (0)33 828 28 80 interlaken@victoria-jungfrau.ch, <u>www.victoria-jungfrau.ch</u>







CHRISTMAS SEASON: 01.01.2017 22.12.2017-01.01.2018	Double	Single
PRICE PER ROOM	CHF	CHF
Superior Double Room Superior Junior Suite Deluxe Double Room (Jungfrau view) Deluxe Junior Suite (Jungfrau view) Spa Junior Suite "Belair" (Garden view) Superior Duplex Suite Deluxe Duplex Suite (Jungfrau view) Premium Suite (Jungfrau view)	499.00 608.00 624.00 733.00 <b>892.00</b> 1225.00 1808.00 2225.00	459.00 568.00 584.00 693.00 <b>892.00</b> 1225.00 1808.00 2225.00
* New Year's eve Celebration at "La Salle de Versailles" or "La Terrasse" is mandatory for the night of the 31 <sup>st</sup> December 2017 and 31 <sup>st</sup> December 2018	420 CHF p.person	
Guests are kindly requested to ensure that they appropriately and elegantly dressed for the New year's eve Celebration. Your attire majorly contributes to the ambiance of the VICTORIA-JUNGFRAU Grand Hotel & Spa. At restaurant La Terrasse elegant evening attire is expected (men: long trouser, closed foot wear). At breakfast, the Victoria Terrasse, and the restaurant Quaranta Uno sporty-casual attire is requested, as it is during the day throughout the premises of the hotel. Room rates include buffet breakfast, free use of pool, whirlpools, sauna, steam bath and the free entry to the fitness- and gymnastic facilities at the VICTORIA-JUNGFRAU SPA, W-LAN, service and VAT (excluding visitor & accommodation tax).		
	CH	г
FOOD & BEVERAGE (PER PERSON) VICTORIA-JUNGFRAU Dine-around (Half board) 3-course dinner with choice at the Restaurant "La Terrasse" or à la Carte or at restaurant "QUARANTA uno".	79.	
CHILDREN & EXTRABED POLICY	CH	
Baby cot * for children under 4 years	free of o	•
50% reduction on half board for children between 3 and under 16 years Extra bed* for children between 4 and under 13 years in parent's room (max. 1 child per room, incl. breakfast) Extra bed* for children between 13 and under 18 years in parent's room (max. 1 child per room, incl. breakfast)	37.5 60	
	120	
Extra bed* from 18 years (max. 1 extra bed per room, including breakfast)	145	
* Extra bedding and Baby cots <b>only available in Junior Suites and Suites</b> excep	ot Bel Air Junior suite	2

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\* \* \* \* VICTORIA-JUNGFRAU COLLECTION \_ INTERLAKEN | LUZERN | ZÜRICH | BERN



VISITOR AND ACCOMMODATION TAX	CHF
01 <sup>st</sup> January 2017 -31 <sup>st</sup> of March 2017(per person per night, payable from 16 years) 01 <sup>st</sup> April 2017 – 31 <sup>st</sup> October 2017(per person per night, payable from 16	3.20
years)	3.50
01 <sup>st</sup> November 2017 – 31 <sup>st</sup> March 2018(per person per night, payable from 16 years)	3.20

# **CANCELLATION POLICY**

As per separate contract. The General Business Conditions of the VICTORIA-JUNGFRAU Grand Hotel & Spa apply. Maximum 5 rooms (1 - 9 individual travellers) per inquiry.

The billing will be in Swiss Francs.

# All rates are subject to change.

# **Closed out dates**

January 2017	February 2017	March 2017	May 2017	June 2017	September 2017
0406.01. 0911.01. 1819.01. 2627.01.	2022.02.	2123.03. 3031.03.	18 20.05	01.06. 07.06. 1417.06. 2224.06.	07 09.09.

November 2017 December 2017
30.1102.12.2017

January 2018	February 2018
1012.01	31 02.02
1517.01	
2527.01.	

Date: 25.10.2016 Accepted by World Avenues Switzerland JUES Name + Last Wame of a Pek Albialy Position - State Contracting I VICTORIA-JUNGFRAU Grand Hotel & Spa D0 Interlaken, Tel. +41 (0)33 808 28 28, Fax 1@victoria-jungfrau.ch, www.ene Tour Operatoria 22 906 Contracting Manager World Avenues Switzerland

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