

COLLABORATION AGREEMENT FOR 2018-2019 HOTEL BARRIÈRE LES NEIGES - COURCHEVEL

An agreement has been drawn up by and between the undersigned: **THE TOUR OPERATOR**

WORLD AVENUE

14 Rue Ferrier, CH- 1202 GENEVA SWITZERLAND

+41 22 9069400

Gamal Khalil

Sales Manager

Tour Operator

sales@world-avenues.ch

www.world-avenues.com

Represented by Acting in his/her capacity as Hereinafter referred to as

And

Groupe Lucien Barrière

A French 'société par actions simplifiée' with share

Capital of € 1,215,144.68 having its registered office at: 35 Boulevard des Capucines 75002 Paris France Phone: 0033 (0)1 42 86 12 14 Fax: 0033 (0)1 42 86 12 13

Registered with the Paris Trade and Companies Register Under number 320 050 959 and

Represented for the purpose hereof by

Veronique Beulz – Hotel Barrière Les Neiges Director of Sales and Marketing vbeulz@groupebarriere.com

Acting in the name and on behalf of Société d'Exploitation de l'Hôtel des Neiges, SARL au capital de 37 000 euros having its registered office at 35 Boulevard des Capucines à Paris (75002)

Hereinafter referred to as

Groupe Barrière

N.B: No written amendment to this agreement shall be taken into consideration apart from the signature on each page and information relating to tourist taxes and prepayment.



GENERAL TERMS AND CONDITIONS

1) TERM OF THE AGREEMENT

A. This agreement shall be valid only from **<u>14</u>th December 2018 to 7th April 2019** together with the price list of the Hotel Barrière Les Neiges Courchevel under contract (Please find below the price list).

B. Reservations must be made directly to the hotel by phone or mail:

Hôtel Barrière Les Neiges Courchevel

Phone: +33 (0) 970 81 85 01 / reservations.hotellesneiges@groupebarriere.com

The reservation must include:

- The guest's name (name and surname)
- Dates of stay (date of arrival and departure number of nights)
- Type of room reserved
- Exact number of persons (number of adults number of children ages rooming list)
- If possible their estimated arrival time
- In order to ensure a memorable stay with us for our guests, our guests relation guests prior to their arrival to obtain their preferences and make tailor made suggestions for activities and experiences. To do this purpose, we will be highly grateful that you provide your guest's contact details at the time of bookings. Alternatively, our guests relations will be contacting you directly.

Any modification or cancellation of a reservation must be confirmed in writing to the reservation department of the hotel and will be considered final after they have been confirmed by the reservation department of the Les Neiges.

2) HOTEL OPENING AND CLOSING DATES

- Opening date: 14th December 2018
- Closing date: 07th April 2019
- These dates are subject to change without prior warning.

3) SEASON PERIODS

- **Season:** From 14th to 22nd December 2018, from 12th to 19th January 19 and from 1st to 7th April 19.
- + **High Season**: From 19th January 2019 to 9th February 2019 and from 10th March 19 to 1st April 19.
- Very High Season: From 9th February 19 to 10th March 19.
- New Year Season : From 22th December 2018 to 12thJanuary 2019

4) **RESERVATION CONDITIONS**

Minimum stay requirements may be in place. During the very high season, we do require a 7 nights stay, for Christmas, New Year and beginning of January, please contact the booking department. Short stays or weekends are confirmed according to availability.



5) WINTER PRICES 2018 / 2019

Rates are per room and per night with half board and include service, VAT (value added tax). The VAT percentage included in the FIT Rates is the percentage applicable under French law at the date of this agreement. The FIT Rates are subject to modification in the event of a change of legislation concerning the percentage of VAT applicable in France as well as any new taxes which would be due by the customers or the contracted hotel. These FIT rates shall be valid only if the name, location and at least one picture of the hotel covered by the agreement is contained in the Tour Operator's brochure and website.

	Season	High Season	Very High Season	Christmas and New Year
	14/12/18 to 22/12/18 12/01/19 to 19/01/19 04/04/19 to 07/04/19	19/01/19 to 09/02/19 10/03/19 to 01/04/19	09/02/19 to 10/03/19	22/12/18 to 12/01/19
Superior room – 35 sqm	1 290 € *	1 550 € *	1 790 € *	1 990 € *
Deluxe room – 38 sqm	1 600 € *	1 900 € *	2 300 € *	2 690 € *
Prestige room – 42 sqm	1 850 € *	2 250€ *	2 750 € *	3 270 € *
Junior Suite – 46 sqm	2 050 € *	2 450 € *	2 950 € *	3 370 € *
Junior Suite Prestige – 58 sqm	2 500 € *	3 000 € *	3 600 € *	4 190 € *
Deluxe Suite - 90 sqm	3 600 € *	4 700 € *	5 600 € *	6 450 € *
Prestige Suite - 116 sqm	4 600 € *	5 600 € *	6 500 € *	7 650 € *
Suite Les Neiges - 206 sqm	6 500 € *	7 500 € *	8 500 € *	10 050 € *
Penthouse des Neiges 3 bedrooms - 310 sqm	10 850 €*	12 750 € *	14 850 € *	17 510 € *

*Rates are quoted in euros on a half-board basis per night, excluding local city tax at 3.30 € per adult per day; and for the penthouse rated quoted in euros on a half board basis per night for 6 people.

The daily rate includes :

The rates are quoted in Euros, per night, on half-board basis, including breakfast in our Brasserie Fouquet's and one meal per day per person in one of our restaurants, excluding all beverages. <u>The half board can not be</u> <u>applied on room service orders and Bar. The half-board may not be deducted, refunded, exchanged nor cumulative</u>.

Guaranteed Commission on the FIT rate :

Hotel Barriere Les Neiges guarantees a commission of : 20% of commission all the winter season

Sales to third parties on and offline

The Tour Operator undertakes to advise the hotel before promoting or providing special rates to a third party for commercial purposes, including publication in brochures issued by a third party.

In any event, the Tour Operator shall only be permitted to sell [accommodation services] via Internet or a third party website provided it has the prior specific consent of Group Lucien Barrière, in writing. A copy of the agreement signed by the Tour Operator and the third party shall be sent to Groupe Barrière.

In the event of non-compliance with this provision, Group Barrière may terminate the agreement by giving the Tour Operator notice in writing. This termination will come into force on the date the Tour Operator receives a recorded delivery letter from Group Lucien Barrière referring to this provision and terminating the agreement. Such termination shall be without prejudice to any claim Group Barrière may make for damages.



The Tour Operator undertakes to ensure compliance with the RMSP (Recommending minimum selling price) by any such third party. In the event of non-compliance with the RMSP, Group Lucien Barrière shall be entitled to refuse to allow accommodation services in its hotel to be sold on this website and to duly inform all its partners of its decision. If, despite this, the third party continues to sell accommodation services of Group Lucien Barrière and fails to comply with rate parity, the agreement with the Tour Operator selling these rooms shall be terminated and this shall be solely due to the Tour Operator's failure to comply.

A list of websites that fail to comply with rate parity for Group Barrière and on which Group Lucien Barrière <u>does</u> <u>not want</u> to be included or to have its accommodation services marketed is appended hereto:

www.otel.com	www.hotelclub.com	www.onhotels.com
www.amoma.com	www.olotels.com	www.hotel.info
www.logitravel.com	www.travelrepublik.com	www.easytobook.com
www.gtahotels.com	www.hotelsclick.com	www.hotelius.fr
www.easyclicktravel.com	www.lastminutetravel.com	www.cancelon.com
www.alpharooms.com	www.bravofly.com	www.getaroom.com

6) OTHER EXTRAS

A. SPECIAL EVENTS: Half-board will be served exclusively for lunch on these dates.

- Gala dinners are served at Fouquet's Brasserie (In the Hotel Barrière Les Neiges) with a single menu, without drinks.
- Gala dinners are proposed at the following dates, with a no supplement on half-board for the residents
 - Monday 24th December 2018
 - Monday 31st December 2018
 - Sunday 6th January 2019
 - For the non-residents the price are : Adult: 450 € Child (under 12 y.o): 200€

B. EXTRA ADULTS / KIDS

EXTRA BED

- + One child (under 6 years old) may stay in the parents room on a B&B basis free of charge.
- + For kid from 6 to 12 years old, the extra charge is 150 euros daily on a half board basis
- + For guests above 12 years old, the extra charge is 250 euros daily on a half board basis.
- + NB: Not all rooms can accommodate an extra bed. Availability should be checked on booking time.
- + Not all triple rooms can add a baby cot. Please check on the enclosed rates sheet of the concerned hotel.

FULL BOARD

Extra charge of 150 € per person per day and 75 € per day and per kids under 12 years old.



7) INVOICING AND PAYMENT

- + The hotel shall send an invoice with a value "net of commission" corresponding to the proforma invoice.
- + 50 % or 100 % of the stay (net amount) will be required upon confirmation, in regards to our reservation policy.
- The stay shall be paid for in full prior to the arrival of the guest.

Balance must be paid:

- 60 days before the customer's arrival (Season and High Season periods)
- + 90 days before the customer's arrival (Christmas, New Year's Eve & Very High Season periods)

If customers arrive less than 60 days (Season & High Season periods) and 90 days (High Season period) after the reservation, prepayment must be made in full by credit card or wire when the reservation is made (upon confirmation)

If prepayment (by wire transfer or credit card) has not been received 60 or 90 days before the customer's arrival, the reservation will be automatically cancelled due to the Tour Operator's failure to comply with the terms and conditions of payment under the agreement.

Bank details for payment:

RELEVE D'IDENTITE BANCAIRE / BANK DETAILS						
	ACCOUNT OWNER : SOCIETE DE DEVELOPPEMENT LB					
BA	BANK LOCATION: 35 BOULEVARD DES CAPUCINES – 75002 PARIS – France					
Bank Code	Sort code	Account Number	Кеу			
30003	03620	00020488522	05			
	IBAN : FR76 3000 3036 2000 0204 8852 205					
BIC : SOGEFRPP						

8) TERMS AND CONDITIONS OF CANCELLATION

The hotel must be informed of a cancellation, in whole or in part, by email sent to the booking department: **reservations.hotellesneiges@groupebarriere.com / +33 (0) 970 81 85 01** If a confirmed stay is cancelled in whole, the hotel shall charge penalties in accordance with the terms and conditions:

Condition of cancellation in Season Period

- + Until the 60th day prior the arrival date, the hotel will keep 1 night of cancellation fees per room reserved.
- + Between the 60th and 30th day prior the arrival date, 50% of the total amount of the stay (net amount) will be kept.
- \star Between the 30th day and the arrival day, the full amount of the stay will be kept (net amount).

Condition of cancellation in High Season Period

- + Until the 90th days prior the arrival date, the hotel will keep 1 night of cancellation fees per room reserved.
- Between the 90th day and the 60th day prior the arrival date, 50% of the total amount of the stay (net amount) will be kept.
- + Between the 60th day and the arrival day, the full amount of the stay will be kept (net amount).

Condition of cancellation in Very High Season and Christmas and New Year Periods

- Until the 90th days prior the arrival date, the hotel will keep 1 night (gross amount) of cancellation fees per room reserved.
- + Between the 90th day and the arrival day, 100% of the total amount of the stay (net amount) will be kept.



9) NO SHOW

If the client is not arrived within the 48 hours period following their planned date of arrival, the room(s) will be resold, and no compensation may be claimed by either the client or the agency representing the client. The Hotel is allowed to keep prepayment as indemnities.

10) MODIFICATION OF THE STAY AND MODIFICATION OF THE NAME

- + A name change will be considered as a cancellation. Therefore our cancellation policy will apply.
- A decrease in length of stay or change in dates will be considered as a cancellation. Therefore our cancellation policy will apply.

11) AVAILABILITY OF ROOMS

- + Upon arrival, the rooms are available from 4 pm.
- On the departure day, rooms have to be vacated before 12 am.
- We strongly recommend to book the night before in case of an early arrival. Extra charge may apply in case of late check-out.

12) ANIMALS

Pets are allowed with no supplement

13) BROCHURE

The Tour Operator undertakes to reproduce, free of charge, one or more photographs provided by Group Lucien Barrière (the use of a trademark owned by Group Lucien Barrière shall be strictly limited to the scope of this agreement) and to submit a "final corrected proof" of the text and prices before it is published in its brochure and/or on its website. The hotel shall not be liable for publications that it has not approved. **Financial contribution to the 2018/19 brochure:** (please invoice the hotel directly, no barter agreement) Photographs can be found on: www.lucienbarriere-photo.com - *Please register to this website, you will be given*

a login and password within 24 hours.

As soon as the brochure is published, one copy should be sent to the hotel and another to the International Sales Department of Group Lucien Barrière, 35 Boulevard des Capucines, 75002 Paris.

This agreement shall be automatically cancelled if it has not been returned, duly signed, by May 31, 2018.

For the Tour Operator **WORLD AVENUE** Name **Gamal Khalil** Position **Sales Manager** Date 27th April 2018 Signature For Hotel Barrière Les Neiges Veronique Beulz Director of Sales and Marketing

Signature

Vérange Souly

Alaa Huseen