

## TOUR OPERATOR AGREEMENT 2019

CONFIDENTIAL FIT RATES VDecember 20<sup>th</sup> 2018

**BETWEEN:** World Avenue SA  
**Contact:** Mrs. Sara Abdelwahed  
**Title:** Contracting Agent  
**Address:** 14, rue Ferrier  
 CH-1202 Geneva  
**Tel:** +41 225 48 12 11  
**Fax:** +202 27 296 771  
**E-mail:** [contracting1@world-avenues.ch](mailto:contracting1@world-avenues.ch)  
 Herein after referred to as the "Tour Operator TO"

**AND** Grand Hotel Villa Castagnola  
**Mr. Ivan Zorloni**  
**General Manager**  
 Viale Castagnola 31  
 6906 Lugano, Switzerland  
 +41 91 973 25 55  
 +41 91 973 25 50  
[info@villacastagnola.com](mailto:info@villacastagnola.com)  
 Herein after referred to as the "Villa Castagnola"

### DEFINITE STATUS

The following is a confirmation of our agreement listing terms and conditions, which are the basis for our co-operation.

<b>27.01.2019-10.03.2019 Bed &amp; Breakfast</b>	<b>SQM estimation</b>	<b>NET FIT Rates 20% off Rack Rates</b>	<b>RACK RATES</b>	<b>RATE EXPLANATION</b>
Single standard Room	22-26	CHF 216.--	CHF 270.--	per day, for one person
Double standard Room		CHF 256.--	CHF 320.--	per day, for two people
Junior Suite	50 60	CHF 320.--	CHF 400.--	per day, for one/two people
Suite	80	CHF 360.--	CHF 450.--	per day, for one/two people
Supplement 3 <sup>rd</sup> person		CHF 96.--	CHF 120.--	per day, for one person
<b>12.03.2019-07.04.2019 &amp; 01.10.2019-27.01.2020</b>	<b>SQM estimation</b>	<b>NET FIT Rates 20% off Rack Rates</b>	<b>RACK RATES</b>	<b>RATE EXPLANATION</b>
Single Garden Room	22-26	CHF 276.--	CHF 345.--	per day, for one person
Double Garden Room		CHF 356.--	CHF 445.--	per day, for two people
Single standard Room	22-26	CHF 292.--	CHF 365.--	per day, for one person
Double standard Room		CHF 372.--	CHF 465.--	per day, for two people
Junior Suite Standard	50	CHF 480.--	CHF 600.--	per day, for one/two people
Junior Suite Superior	60	CHF 520.--	CHF 650.--	per day, for one/two people
Junior Suite Executive	70	CHF 560.--	CHF 700.--	per day, for one/two people
Suite	80	CHF 640.--	CHF 800.--	per day, for one/two people
Supplement 3 <sup>rd</sup> person		CHF 96.--	CHF 120.--	per day, for one person
<b>08.04.2019-30.09.2019</b>	<b>SQM estimation</b>	<b>NET FIT Rates 20% off Rack Rates</b>	<b>RACK RATES</b>	<b>RATE EXPLANATION</b>
Single Garden Room	22-26	CHF 320.--	CHF 400.--	per day, for one person
Double Garden Room		CHF 400.--	CHF 500.--	per day, for two people
Single standard Room	22-26	CHF 344.--	CHF 430.--	per day, for one person
Double standard Room		CHF 424.--	CHF 530.--	per day, for two people
Junior Suite Standard	50	CHF 544.--	CHF 680.--	per day, for one/two people
Junior Suite Superior	60	CHF 584.--	CHF 730.--	per day, for one/two people
Junior Suite Executive	70	CHF 640.--	CHF 800.--	per day, for one/two people
Suite	80	CHF 720.--	CHF 900.--	per day, for one/two people
Supplement 3 <sup>rd</sup> person		CHF 96.--	CHF 120.--	per day, for one person

See room description and maximum occupancy in the annexe 1



VIALE CASTAGNOLA 31  
 TEL. + 41 (0)91 973 25 55  
 FAX + 41 (0)91 973 25 50



LES  
GRANDES  
TABLES  
DE SUISSE



QUALITY  
Our Passion

6906 LUGANO, SWITZERLAND  
 INFO@VILLACASTAGNOLA.COM  
 WWW.VILLACASTAGNOLA.COM



#### **RATES:**

- All rates are in Swiss Francs CHF per room per night, include daily breakfast buffet, service and VAT. Rates are NET and not commissionable.
- Tourist taxes are **not** included in the room rates and are charged at **CHF 6.10** per person/day **and includes a daily transport card**. Will be settled from the guest directly at the Hotel. If any government tax is raised within this contract period, the Villa Castagnola reserves the right to adjust the contract rates accordingly.
- Maximum occupancy and extra bed:
  - Maximum occupancy per room of 3 people (except for the single room) or as specified in the room description.
  - Children: 1 child per room with his parents: 0/3 years free of charge BB, 4/13 years CHF 48.00 per night BB.
  - Adults or children over 14 years old CHF 96.00 per night BB.
- **Allotment: Rooms on request.**

#### **PRIVILEGES:** All room types

- All room rates include daily breakfast buffet, available at our Restaurant Le Relais
- Welcome amenities in room upon arrival
- Free access to our fitness corner, open from 7am to 8pm
- **Free access to our Wellness Area with Sauna, Bio-sauna, steam bath, caldarium & Hydropool**
- Free use of the indoor swimming pool
- Free use of the private sundeck terrace at the lake (Lido)
- Free use of internet access in all the hotel

#### **SPECIAL OFFERS:**

- Tennis clay court (in Summer CHF 15.00 per hour, prior to reservation and not included in room rate, not commissionable)
- Preferred access to the Clarins Beauty Corner and Danilo Hairstyling, prior to reservation (these services are not included in room rates, not commissionable)
- Access to the two Gourmet Restaurants of the Hotel: Le Relais (open daily from 19:00) and Gallery Arté al Lago (open Tuesday-Saturday) and the Restaurant La Rucola - Fresh & Easy Dining ( open daily 11:00 to 22:30)-, consumption not included in room rate and not commissionable
- **Kindly note that during Bed&Breakfast period The Restaurants and room service so as the Wellness and pool will not be available for guests.**

#### **1. SUBJECT OF AGREEMENT**

- 1.1. This agreement is valid until **January 30th 2020** and will automatically end at this date. It may be extended in writing based on the produced room nights during the contracted year.
- 1.2. In accordance with the terms and conditions set forth below, the "Tour Operator" shall order, and the "Villa Castagnola" shall undertake to provide reservation services and certain hotel services to individual guests and groups (hereinafter "Guests"). Such services shall be provided by the "Villa Castagnola" at the "Villa Castagnola".
- 1.3. This Agreement shall apply exclusively to such services provided to Guests who have purchased a reservation or a tour (a package of tourist services including travel arrangements, hotel accommodations, transfers, etc.) from the "Tour Operator".
- 1.4. Picture and description of "Villa Castagnola" must be published in a preferential position in the "Tour Operator" main brochure at no extra cost for "Villa Castagnola". Furthermore, "Villa Castagnola" will be entitled to review its illustrations and editorial descriptions granting its approval before being published. Only material provided exclusively by "Villa Castagnola" has to be used. Photography can be downloaded from the Hotel's Photo Library. Copies of the brochures/promotional literature must be delivered to the Hotel as soon as it is available to the "Tour Operator".
- 1.5. All information in this contract is strictly private and confidential between the two above-named parties.
- 1.6. Legal venue is the location of our company and therefore Lugano



VIALE CASTAGNOLA 31  
TEL. + 41 (0)91 973 25 55  
FAX + 41 (0)91 973 25 50



LES  
GRANDES  
TABLES  
DE SUISSE



6906 LUGANO, SWITZERLAND  
INFO@VILLACASTAGNOLA.COM  
WWW.VILLACASTAGNOLA.COM



## 2. HOTEL ROOM RESERVATION TERMS AND CONDITIONS

- 2.1. After having checked the availability with the Hotel, bookings should be sent in writing to the Hotel's reservation department.
- 2.2. The rates hereto shall apply on the condition that the "Tour Operator" reserves and guests occupy no fewer than 50 rooms/nights in the course of 1 year. In the event that the above condition has not been fulfilled during the revised period, the "Villa Castagnola" shall be entitled to unilaterally change (raise) the rates given.
- 2.3. The rate information given in page 1 hereto is intended exclusively for settlements between the "Tour Operator" and the "Villa Castagnola", and shall be used by the "Tour Operator" to set tour prices charged by the "Tour Operator" to the Guest. The "Tour Operator" shall not disclose this information to Guests or any third parties. In the event that "Tour Operator" fails to abide by this provision, the "Villa Castagnola" shall have the right to discontinue immediately performance of this Agreement.
- 2.4. Mark up: if the room rates are shown without a package, the "Tour Operator" is obligated to reach a minimum selling rate not smaller than the mentioned rack rate (see page 1). This has to be respected at all times.
- 2.5. **Breakfast:** Available from the Buffet selection at Restaurant Le Relais between 7.00 am and 10.30 am (Saturdays and Sundays until 11.00 am). Guests will not be refunded for any unconsumed meals.
- 2.6. **Garage parking: indoor parking space is available for an extra charge of CHF 25.00 per day per car. Rates are net, not commissionable and inclusive of service charge and VAT.**
- 2.7. Cancellation and 'No Show'. The "Tour Operator" must notify all cancellations before 18h00 in writing to the "Villa Castagnola" and must be reconfirmed by the "Villa Castagnola" in writing. **The cancellation deadline is of 7 days.** Less than 7 days prior to arrival or in case of No-Show, cancellations will be charged at full rate for one night's stay. Also applicable for all extra services booked the 1 night stay. The cancellation deadline correspond to the pre-payment time of 7 days prior to client arrival (details point 4.1)
- 2.8. The "Tour Operator" shall issue a voucher to Guests for whom guaranteed reservations have been made, with the following information: full name of Guest, name of hotel, number and category of rooms reserved, reservation number given to the "Tour Operator" by the "Villa Castagnola", date of Guest arrival and departure, listing of services included.
- 2.9. The "Villa Castagnola" shall forward to the "Tour Operator" written confirmations of reservation, change in reservation, or reservation cancellation, indicating the reservation number or cancellation number, as the case may be. A reservation confirmation shall be considered valid provided that the "Tour Operator" has made timely payment for the services rendered by the "Villa Castagnola".
- 2.10. Under no circumstances will the "Tour Operator" be authorized to agree any discount, retention or claim from a client if any of the aforesaid cases have not been previously claimed, notified or requested by the client during his/her stay and agreed by "Villa Castagnola" in writing to the "Tour Operator".
- 2.11. "Villa Castagnola" does not grant the "Tour Operator" exclusivity for any country and is not obliged to restrict its contracts in the same market.

## 3. PROCEDURE FOR PROVISION OF SERVICES

- 3.1. Check-in time shall be 3.00 pm on the date of arrival, and check-out time shall be 12.00 am noon on the date of departure
- 3.1.1. Early Check-In / Late Check Out: The rooms are guaranteed from 3.00 pm on the day of arrival and available until 12.00 am on the day of departure. Subject to availability a "late check-out" is possible until 2.00 pm with no additional cost, until 2.00 to 4.00 pm 25% of room rate, from 4.00 to 6.00 50% of the room rate, will be charged and 100% of the room rate starting from 6.00 pm. An "early check-in" is only guaranteed if the room has been booked the previous night.
- 3.2. Guests holding reservations shall be provided a hotel room upon presentation of a voucher. Any additional services not paid for by the "Tour Operator" shall be paid for by the Guest at the rates established by the "Villa Castagnola".
- 3.3. In the event that the "Villa Castagnola" is unable to accommodate any Guest holding a guaranteed reservation, the "Villa Castagnola" shall arrange other accommodation for such Guest at a higher room category or comparable hotel, transfer to such other hotel, and one telephone call.

#### 4. SETTLEMENT OF ACCOUNTS AND LIABILITY OF THE PARTIES

- 4.1. **Payment. All reservations are payable 15 days after guest's departure by bank transfer.** Were the "Tour Operator" to arrange payment of the Hotel account through a third party, the "Tour Operator" shall remain responsible for such accounts until full payment has been received by the Hotel. The currency used in all invoices will be Swiss Francs (CHF).
- 4.2. Non forward clause of the rates: The given rates are only valid for the "Tour Operator" and it's forbidden and penalized to give these rates to 3rd parties' websites without prior authorization from the "Villa Castagnola".
- 4.3. Furthermore, under this agreement we will avail of the right to recover any outstanding credit using the appropriate legal channels.

#### 5. CLOSING PROVISIONS

- 5.1. This Agreement shall enter into effect on the date of its execution by the authorized signatories of both parties hereto, and shall remain in effect until **January 30<sup>th</sup> 2020**. The termination of the performance of this Agreement does not liberate the "Villa Castagnola" and the "Tour Operator" from any payment commitments to this Agreement.
- 5.2. The Agreement (composed by the present contract) shall be signed on each page and returned within thirty (30) days after the "Villa Castagnola" has issued and signed the Agreement and received by the "Tour Operator". The Agreement signed by "Tour Operator" may be returned to the "Villa Castagnola" by facsimile or e-mail followed by the original Agreement (incl. all documents).
- 5.3. Applicable laws: The present Contract will be sustained by and interpreted on the basis of the Swiss Law. All controversies which arise as to the validity, efficacy, execution, dissolution and interpretation of the present contract will be the exclusive competence of the competent authorities in Lugano.
- 5.4. This contract substitutes and prevails over any other agreement between both parties.

##### 5.5. Hotel & bank details.

Payment will be accepted by Bank draft only

Bank name: UBS  
Account's name: **Albergo Villa Castagnola SA, Viale Castagnola 31, 6906 Lugano**  
Account no.: 247/914.124.01T (IBAN CH31 0024 7247 9141 2401 T)  
BIC/SWIFT: UBSWCHZH80A  
Bank's Address: UBS SA, 6901 Lugano

##### 5.6. Hotel Contacts :

Reservations and billing questions: Mrs. Barbara Cerullo  
Tel.: +41 91 973 25 55 Reception Manager  
Fax: +41 91 973 25 50 Email: [info@villacastagnola.com](mailto:info@villacastagnola.com)

- 5.7. Modifications of the Agreement. Any modifications related to the contents of this contract must always be agreed in writing between both parties.

#### 6. SUSPENSION OF OBLIGATIONS:

- 6.1. The Hotel shall not be responsible and shall be relieved of its obligation under this agreement in the event and to the extent the performance of this agreement is delayed or prevented by any cause reasonably beyond its control, including "acts of God", and circumstances not due to its fault or negligence.

**Please return this offer duly signed and stamped for acceptance in order to consider the agreement on a definitive basis and instruct our booking office accordingly.**

At disposal for any further information you might need we thank you for the attention and send our best regards.

Signed for \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
(Signature and stamp for acceptance)

Annex 1: Room description

Signed for \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Albergo Villa Castagnola SA  
Ivan Zorloni  
General Manager



VIALE CASTAGNOLA 31  
TEL. + 41 (0)91 973 25 55  
FAX + 41 (0)91 973 25 50



LES  
GRANDES  
TABLES  
DE SUISSE



6906 LUGANO, SWITZERLAND  
INFO@VILLACASTAGNOLA.COM  
WWW.VILLACASTAGNOLA.COM



## ROOM DESCRIPTION

### **Double Garden Room**

All our garden floor double rooms have a twin beds, bathroom (bath tub), small garden/terrace, plush bathrobes and terry slippers, hairdryer, minibar, digital safe, air conditioning, direct-dial phone, Internet connection, Wireless LAN Internet, flat-screen satellite TV. The rooms are approx. 22-26 m2. **Only smoking rooms.** Maximum occupancy of the room: 3 persons (adults and/or children).

### **Double Standard Room**

All our standard double rooms have a twin or queen size bed (160cm), bathroom (bath tub or shower), balcony, plush bathrobes and terry slippers, hairdryer, minibar, digital safe, air conditioning, direct-dial phone, Internet connection, Wireless LAN Internet, flat-screen satellite TV. The rooms are facing south with park and/or lake view and are approx. 22-26 m2. Maximum occupancy of the room: 3 persons (adults and/or children).

### **Junior Suite Standard**

All our standard junior suites have a twin or queen size bed (160cm), bedroom, living room, the most have 2 bathrooms (one with bath tub and one with shower), balcony, plush bathrobes and terry slippers, hairdryer, minibar, digital safe, air conditioning, direct-dial phone, Internet connection, Wireless LAN Internet, flat-screen satellite TV. The rooms are facing south with park and lake view and are approx. 50 m2. Maximum occupancy of the room: 3 persons (adults and/or children).

### **Junior Suite Superior**

All our superior junior suites have twin beds, bedroom, living room, most of them have two bathrooms (one with bath tub and one with shower), balcony, plush bathrobes and terry slippers, hairdryer, minibar, digital safe, air conditioning, direct-dial phone, Internet connection, Wireless LAN Internet, flat-screen satellite TV. The rooms are facing south with park/lake view and are all approx. 60 m2. Maximum occupancy of the room: 3 persons (adults and/or children).

### **Junior Suite Executive**

All our executives junior suites have twin bed, bedroom, living room, the most of them with two bathrooms (one with bath tub and one with shower), balcony, plush bathrobes and terry slippers, hairdryer, minibar, digital safe, air conditioning, direct-dial phone, Internet connection, Wireless LAN Internet, flat-screen satellite TV. The rooms are facing south with park/lake view and are approx. 70 m2. Maximum occupancy of the room: 3 persons (adults and/or children).

### **Suite**

All our suites have a twin bed, bedroom, living room, two bathrooms (one with bath tub and one with shower), balcony, plush bathrobes and terry slippers, hairdryer, minibar, digital safe, air conditioning, direct-dial phone, Internet connection, Wireless LAN Internet, flat-screen satellite TV. The rooms are facing south with park/lake view and are all approx. 80 m2. Maximum occupancy of the room: 3 persons (adults and/or children).



VIALE CASTAGNOLA 31  
TEL. + 41 (0)91 973 25 55  
FAX + 41 (0)91 973 25 50



LES  
GRANDES  
TABLES  
DE SUISSE



6906 LUGANO, SWITZERLAND  
INFO@VILLACASTAGNOLA.COM  
WWW.VILLACASTAGNOLA.COM

