



Alfred Sommer

Paris - La Madeleine

**FIT AGREEMENT 2019**

**Between:** **WORLD AVENUES TRAVEL**

Represented by: Sara Abdelwahed  
Telephone: +202 27241025/26/27

E-mail: [contracting1@world-avenues.ch](mailto:contracting1@world-avenues.ch)

**Hereafter «the Tour Operator»**

And

**Hotel Alfred Sommer**

represented by Richard de Warren, Owner and General Manager.

Contact: Mrs Julia AMOUYAL – Director of Sales  
E-mail contact: [julia@alfredsommier.com](mailto:julia@alfredsommier.com)  
Telephone: +33 1 88 22 33 44  
Reservations +33 1 88 22 33 44  
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E-mail Reservations: [reservations@alfredsommier.com](mailto:reservations@alfredsommier.com)

**Hereafter «the Hôtel»**

The Hotel commits to supply the Tour Operator the following services, that the Tour Operator expressly agrees upon, under general and specific conditions hereafter described:



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## FIT RATES 2019

Hôtel ALFRED SOMMIER	LOW SEASON		HIGH SEASON		FAIR DATES	
<u>Standard Periods</u>	Single	Double	Single	Double	Single	Double
Classic Room	300	300	320	320	420	420
Superior Room	320	320	340	340	440	440
Deluxe Rooms	360	360	390	390	490	490
Junior Suite	450	450	500	500	600	600
Allot	1 room per dy		1 room per day		1 room per day	
Release	2 days - 18.00 GMT+1		5 days - 18.00 GMT+1		7 days - 18.00 GMT+1	

80 ROOMS

HIGH SEASON	LOW SEASON
From 01/05/2019 to 16/07/2019 From 01/09/2019 to 31/10/2019	From 01/04/2019 to 30/04/2019 From 17/07/2019 to 31/08/2019 From 01/11/2019 to 31/03/20

Winter Promotion	Summer Promotion
From 01/04/2019 to 30/04/2019 From 01/11/2019 to 31/03/20 except fair dates 4=3	From 16/07/2019 to 31/08/2019 except fair dates 4=3 3=2

SPECIAL OFFERS
Wi-Fi offered
Buffet Breakfast included
Free access to the Fitness Center
Soft drinks in the minibar offered

## HOTEL ALFRED SOMMIER

20 rue de l'Arcade 75008 Paris – France

Tel : +33 1 88 22 33 44 / E-mail : reservations@alfredsommier.com

Website: www.alfredsommier.com



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**PERIODES SALON / FAIR DATES 2019 – HOTEL ALFRED SOMMIER**

Cette liste est susceptible d'être modifiée au cours de l'année

<b>Nouvel An</b>	Paris	From 29/12/2018 to 01/01/2019
<b>Fashion Week (Mode Masculine)</b>	Paris	From 17/01/2019 to 21/01/2019
<b>Maison et Objets</b>	Villepinte	From 18/01/2019 to 22/01/2019
<b>Fashion Week (Haute Couture)</b>	Paris	From 21/01/2019 to 25/01/2019
<b>1er Vision</b>	Villepinte	From 12/02/2019 to 14/02/2019
<b>Fashion Week (Prêt à Porter)</b>	Paris	From 27/02/2019 to 07/03/2019
<b>Paris Art Design</b>	Paris	From 03/04/2019 to 07/04/2019
<b>Art Paris Art Fair</b>	Paris	From 04/04/2019 to 07/04/2019
<b>FORMULA E</b>	Paris	From 23/04 2019 to 27/04/2019
<b>EUROPCR</b>	Paris	From 21/05/2019 to 24/05/2019
<b>ROLAND GARROS</b>	Roland Garros	From 26/05/2019 to 09/06/2019
<b>Salon du Bourget</b>	Bourget	From 17/06/2019 to 23/06/2019
<b>Fashion Week (Mode Masculine)</b>	Porte de Versailles	From 20/06/2019 to 24/06/2019
<b>Fashion Week (Haute Couture)</b>	Paris	From 01/07/2019 to 05/07/2019
<b>Paris Design Week</b>	Paris	N/A
<b>Maisons &amp; Objets</b>	Villepinte	N/A
<b>1er Vision</b>	Villepinte	From 18/09/2019 to 20/09/2019
<b>Fashion Week (Prêt à Porter)</b>	Porte de Versailles	From 25/09/2019 to 03/10/2019
<b>Mondial de l'automobile</b>	Porte de Versailles	N/A
<b>FIAC</b>	Paris	From 17/10/2019 to 20/10/2019
<b>SIAL</b>	Paris	N/A
<b>PARIS PHOTO</b>	Paris	N/A
<b>Nouvel An</b>	Paris	From 29/12/2019 to 01/01/2020

This list may change during the year

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#### CONDITIONS and CONFIDENTIALITY

- Prices set by this contract are strictly reserved to the joint contracting party for performance of their activity as tour operator and/or wholesaler. Consequently, the hotel joint contracting party shall abstain from making use of them outside their activity as tour operator or wholesaler and from offering them direct to customers without intermediary. These prices may not be published in any form or via any medium; they remain strictly confidential between the parties and may not be divulged. Besides, the co-contracting party promises not to broadcast these rates to an intermediary for sale on Internet in B to C. In the event of non-compliance with any one of these obligations, the hotel reserves the right to suspend or cancel this contract.
- Any internet distribution must be in parity with the daily rate of the hotel, sold on the official hotel web site. In case of non-respect of the parity, the hotel is allowed to refuse the booking and cancel the contract
- Confidential net rates per room per night in EUR, inclusive of buffet breakfast, VAT and service charge.
- Negotiated rates are available for reservation up to 10 rooms. All group reservations and long stay are on request.
- City Tax (equal to 3.30 EUR per person per night) is additional and **invoiced to the client at check-out.**
- Reservations must indicate the name of the guests, arrival and departure date, number of people, category of room and should be received either email to [reservations@alfredsommier.com](mailto:reservations@alfredsommier.com). The reservation is guaranteed only upon reception of the confirmation sent from the hotel.
- The buffet breakfast is served at the restaurant and the public price per person is 28 EUR.

#### PAYEMENT POLICY

Payment is due within 30 days upon reception of the invoice.

#### CANCELLATIONS and NO SHOWS

**Late cancellations or no shows will be charge for 1 night**

##### ROOMS & SUITES

**All year (except fairs):** More than 1 day prior arrival at 12.00 GMT+1: no penalty  
Less than 1 day prior arrival at 12.00 GMT+1: 100% of the first night

**Fairs:** More than 7 days prior arrival at 12.00 GMT+1: no penalty  
Less than 7 day prior arrival at 12.00 GMT+1: 100% of the first night

All cancellations or modifications must be received in written by fax or email

#### GENERAL TERMS OF BUSINESS

##### 1 SCOPE

- 1.1 Those general terms of business shall apply to any agreement (the « **Agreement** ») entered into between Hotel Alfred Sommer(the « **Company** ») and their business partners (the « **Partner** »).
- 1.2 Any Agreement consists of the offer proposed by the Company countersigned by the Partner within the deadline specified on the offer and these general terms of business dated and signed by the Partner. In case the Partner does not properly execute the offer or the general terms, the Agreement shall be regarded as void and deprived of any effect.

##### 2 TERM OF THE AGREEMENT

- 2.1 The Agreement is entered into for a one period starting April 1st to March 31st of the following year. It may not be tacitly renewed and shall be renegotiated on an annual basis.



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### **3 CONDITIONS FOR AVAILABILITY OF THE ROOMS**

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- 3.1 Check-in: 3 pm, check-out: 12 (noon).
- 3.2 Any reservation request shall be confirmed by fax, post or email to the hotel.
- 3.3 The Partner shall inform the guests that the voucher must be presented to the hotel at check-in. A copy of the voucher will not be accepted. All extras not mentioned on the voucher shall be paid directly by the guest at check-out. A valid credit card will be requested upon check-in to cover all extras.
- 3.4 Any change (name, date, other) will be considered as a cancellation followed by a new reservation request.
- 3.5 Relocation: in case of exceptional or unpredicted events or force majeure, The Company reserves the right to relocate totally or partially the beneficiaries in a hotel of the same quality (or superior) without any price supplement for the guest. The cost of the transportation will be at the charge of the Company, which would not be indebted for any indemnity.

### **4 COMMITMENTS OF THE PARTNER**

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- 4.1 Confidentiality: the Partner shall keep strictly confidential all the information contained in the Agreement and especially the pricing conditions, for a period of 2 years after signature of the Agreement. The Partner further guarantees that all of its employees or business partner will comply with this obligation.
- 4.2 Loyalty – good faith: the Partner commits to comply with its obligations arising from the Offer as well as from these general terms of business and more generally, to perform the Agreement in a good faith spirit without causing any damage to the Company, for example by proposing lower rates on the internet than those proposed by the Company on its official website.
- 4.3 In case of non-compliance with the commitments set forth above, the Company shall be entitled to terminate immediately and automatically the contract by sending a formal notification to the Partner. Termination shall be effective upon first presentation of the registered letter with proof of receipt to the Partner.

### **5 PRICING - PENALTIES**

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- 5.1 The prices indicated in the Offer are net of commission fees. They are inclusive of VAT, buffet breakfast and service charge. The breakfast is not refundable even when not consumed. An additional local tax (« *taxe de séjour* ») may be charged to the guest depending on the location of the hotel on the French territory.
- 5.2 The prices indicated in the Offer shall not be modified during the term of the Agreement except in case of a legislative or regulatory change inducing a compulsory increase of those prices (modification of the applicable VAT rate, creation of a new tax, etc.).
- 5.3 Any amount over shall bear, by virtue of law and without further notice, penalties for late payment equal to 3 times the French legal rate of interest. Moreover, pursuant to article D441-5 of the French Commercial code, the Partner shall be liable for a fixed penalty of 40€.

### **6 RESPONSIBILITY - INSURANCE**

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- 6.1 The Partner bears full and entire responsibility of the use of the vouchers by the guests, and the Company shall never be held liable for any dispute arising in connection with the vouchers.
- 6.2 In any case (termination of the Agreement for whatever reason, claim by the Partner, etc.), the Company shall never be held liable for a sum in excess of the amount paid by the Partner pursuant to the Agreement.
- 6.3 The Company represents that it has in place all insurance policies required for its activity and will provide to the Partner, upon request, the certificates evidencing that such policies are in effect.

### **7 EARLY TERMINATION**

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- 7.1 Each party will be entitled to terminate the Agreement in case of breach, by the other, of its obligations. Termination will become effective after formal notice of default sent by registered letter with proof of receipt remained without effect during 15 days, without prejudice to the damages the non-defaulting party may claim.

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- 7.2 If, during the term of Agreement, the Company loses its right to operate one or several hotels, the Agreement shall be *ipso facto* terminated as regards those hotels upon first presentation of the formal notice sent by the Company to the Partner, without giving rise to any right to damages for the Partner.
- 7.3 Neither Party shall be liable for the non-respect or delay in the execution of part or all of its obligations, attributable to Force Majeure circumstances. If, during the course of the mission, Force Majeure circumstances arise that halt part or all of the Company's services, the Company will inform the Partner as soon as possible by registered mail. In the event the state of Force Majeure exceeds 30 calendar days, either party may cancel the Agreement by sending formal notice to the other. The Agreement shall be terminated upon first presentation of the registered letter with proof of receipt, without giving rise to any further damages.

## 8 MISCELLANEOUS

- 8.1 The Agreement constitutes the whole and entire agreement between the parties relating to the subject matter thereof and supersedes and extinguishes any other agreement, document, statement and/or representation in any form relating to the same, as well as the general terms of business of the Partner, to which he formally renounces to refer. The Agreement shall not be amended except by mutual consent of the parties expressed in writing.
- 8.2 If one or more of the provisions of this Agreement were for any reason held to be invalid or declared as such pursuant to the law, regulation or final decision of a competent Court, the other provisions of the Agreement would retain their force and scope and the invalid clause would be replaced by a mutually acceptable enforceable provision which comes closest to the original intent of the parties.
- 8.3 The failure of a party at any time to insist upon the strict observance of any of the provisions of the Agreement, or to exercise any rights in respect thereto, shall not be construed as a waiver of such provision or right or in any way affect the validity of the Agreement.

## 9 APPLICABLE LAW - JURISDICTION

- 9.1 The Agreement shall be governed, interpreted and construed in accordance with the laws of France. Any dispute arising in connection with the Agreement and which is not settled to the mutual satisfaction of the parties shall be finally settled by French courts.

TO VALID THIS RATES, WE THANK YOU TO SEND US BACK ONE COPY OF THIS CONTRACT WITH THE DATE, SIGNATURE AND STAMP OF YOUR COMPANY.

### HOTEL ALFRED SOMMIER

Name: Julia AMOUYAL

Title: Director of Sales

Date: 07 March 2019

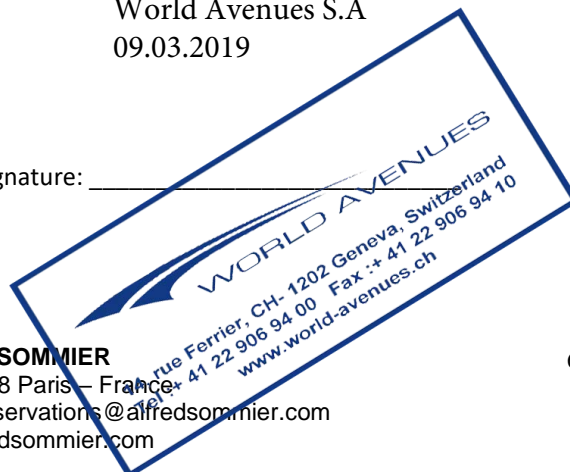
Signature:

### COMPANY

Name: WORLD AVENUES TRAVEL

Title: Sara Abdelwahed  
Contracting Agent  
World Avenues S.A  
09.03.2019

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



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