

World Avenues SA 2017 F.I.T. (INDIVIDUAL) AGREEMENT

1. PARTIES, PURPOSE AND LENGTH

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

PALACE LUZERN in Lucerne

(Hereinafter referred to as the "Hotel"), and is valid till **December 31st, 2017.**

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 "PL_FIT Rates_2017" 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 is excluded.

<u>Further inclusions</u>: Full buffet breakfast, free Wi-Fi, free minibar (soft drinks, beer and water with one refill per day), free public transfer ticket for Lucerne city (Zone 10) and free use of spa & fitness facilities.

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

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

1. SPECIAL COMMISSION POLICY APPLIED ON BEST AVAILABLE RATE SOLD THROUGH WWW.PALACE-LUZERN.CH

To protect your business, and to prevent you from falling into situations that might make your selling rate overpriced in specific circumstances, you will have the possibility of booking rates online which reflects either a 10% discount on the best available rate inclusive breakfast (FIT NET RATE) or the best available rate inclusive breakfast is with 10% commissionable (FIT COMMISSION RATE). Access the rates through the "Book Now" button on our home page www.palace-luzern.ch and enter the Access code and IATA code provided below. You can choose between the following:

FIT NET RATE

IATA Code: FITNET Access Code: *NWWN\$

BOOK NOW



FIT COMMISSION RATE

IATA Code: FITCOMM Access Code: *NWBM\$

BOOK NOW

The only requirement to receive the rates through the agent access code will be:

- The rate of your choice must be open to sales through our Web for the exact dates and for the type of room you are requesting for your client.
- Bookings 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 booked rate will apply (details on our website) and may differ from those valid for reservations at FIT rates.
- Bookings made through the agent online access with the special commission can't be combined with any other offer.

ROOM ALLOCATION AND RESERVATIONS PROCEDURE

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

Further reservations on requests will need to be addressed to the Hotels Reservations Office:

reservation@palace-luzern.ch Via e-mail:

Via Voice: +41 41 416 10 08 Via facsimile: +41 41 416 10 00

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 "PL_FIT Rates_2017" of the Hotel. Maximum capacity of extra beds or baby cots in a room is 1. Extra bedding and baby cots available in all room categories. No extra bed possible in Single Rooms.

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):

PALACE LUZERN

UBS AG, 6002 Luzern

IBAN: CH89 0024 8248 8495 6001 Y; 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 individual general terms and conditions of the Hotel applies for this agreement.

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:

FEE CXL TIME	FEE	
up to 2 days prior to scheduled arrival	no cancellation fee	
under 2 days prior to scheduled arrival	1 night and any pre-booked meals	
arrival date or no shows	full stay	
early departure	1 night of stay	

6. DISTRIBUTION OF RATES ON THE INTERNET OR TO THIRD PARTIES

Contracted F.I.T. 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 F.I.T. 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 minimum mark-up of 30 % on the net rate.

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

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 Lucerne

In particular, the Hotel will benefit of:

- The best available space on the Tour Operator 2017 catalogue and website, featuring several images of the Hotel as well as a detailed description of the 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

PROPERTY GENERAL INFORMATION



For your information and perusal we are including the Hotels fact-sheet. For the latest information, please visit our website: www.palace-luzern.ch

9. **HOTEL IMAGES**

During the term of this Agreement, the Hotel give the Tour Operator the non-exclusive right, solely for the purposes of marketing and promoting the Hotel, to use the name, information, including images, photographs, logo and trademarks (Hotels Proprietary Materials). The lay-out of all intended hotel descriptions and images on brochures are subject to written approval from the Hotel 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: 25/07/2016 Date: Submitted by Accepted by

Raymond Hunziker Nina Rahmann **Director of Business Development** General Manager PALACE LUZERN PALACE LUZERN Luzern, Switzerland Luzern, Switzerland

Tarek Elbian Contracting Manag

rid-avenues.ch Fax: + An CH 100

25/07/2016

IMPORTANT

This contract will be valid only if a copy - including enclosures - signed by the Tour Operator is received within 1 416 10 9 14 days from date of submission (PDF to sales@palace-luzern.ch or fax to +41

www.palace-luzern.ch



FIT (INDIVIDUAL) RATES 2017 / VALID JANUARY 1 - DECEMBER 31

HIGH SEASON:	СН	F
MAY, JUNE, SEPTEMBER		
PRICE PER ROOM	Double use	Single use
Double Room city view	405	345
Double Room lake view	505	455
Superior Double Room lake view	525	475
Junior Suite lake view	565	565. -
Corner Suite lake view	765	<i>7</i> 65

MID SEASON:	CH	łF
APRIL, OCTOBER		
PRICE PER ROOM	Double use	Single use
Double Room city view	345	295
Double Room lake view	445	395
Superior Double Room lake view	465	415
Junior Suite lake view	515	515
Corner Suite lake view	615	615

LOW SEASON: JANUARY, FEBRUARY, MARCH, NOVEMBER, DECEMBER	CH	IF
PRICE PER ROOM	Double use	Single use
Double Room city view	305	235
Double Room lake view	405	335
Superior Double Room lake view	425	355
Junior Suite lake view	475	475
Corner Suite lake view	575. -	575. -

RACK RATES:	СН	F
JULY, AUGUST		
PRICE PER ROOM	Double use	Single use
Double Room city view	435	365
Double Room lake view	535	465
Superior Double Room lake view	555	485
Junior Suite lake view	605	605
Corner Suite lake view	805	805

Room rates are net and include PALACE buffet breakfast, free minibar (soft drinks, beer and water with refill once daily), public transfer ticket for Lucerne city (Zone 10), free use of spa & fitness facilities, free Wi-Fi, service and VAT.

<u>Excluding</u> city tax and resort fee of CHF 4.- per person and night. From April 1, 2017 on: city tax and resort fee of CHF 4.40 per person and night.



FOOD & BEVERAGE (PER PERSON)	CHF
Half board (4-course lunch or dinner)	95
Half board (3-course lunch or dinner)	<i>7</i> 5
Half board (2-course lunch or dinner)	55

CHILDREN & EXTRABED POLICY	CHF
Baby cot for children under 3 years in parent's room (bed only)	Free of charge
Reduction on half board for children between 3 and under 16 years	50 %
Reduction on room rate for children between 3 and under 16 years in a separate room (discount applies on rack rate only)	50%
Extra bed for children between 3 and under 16 years in parent's room (max. 1 child per room, incl. breakfast and VAT)	50
Extra bed from 16 years (max. 1 bed per room, incl. breakfast and VAT, excl. city tax and resort fee of CHF 4.40 per person and night) No extra beds in Double Rooms lake view.	115

CANCELLATION POLICY

As per separate contract. The General Business Conditions of the PALACE LUZERN apply. Maximum 5 rooms (1 - 9 individual travellers) per inquiry.

The billing will be in Swiss Francs.

CLOSED OUT DATES

For certain periods during the year, we cannot accept bookings with your FIT rates. In order to keep you updated with possible closed out dates, please indicate here below the contact details of the person at your company we should get in touch with.

Name: Position: Email address:

All rates are subject to change without any previous notice.

Date: 25/07/2016 Submitted by

Raymond Hunziker General Manager PALACE LUZERN

Luzern, Switzerland

Nina Rahmann

Director of Business Development

PALACE LUZERN Luzern, Switzerland

Date:

Accepted by

Tarek Elle Contracting

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