

Commercial Agreement for Tour Operator Preferred Partners



COURCHEVEL  
1850

The Hotel: Hotel La Sivolière (SAS La Veranda)  
VAT Number: FR6442119028193393001  
Address: Rue des Chenus – 73120 - Courchevel 1850 – France  
Tel: +33 (0) 479 08 08 33  
Fax: +33 (0) 479 08 15 73  
Website: [www.hotel-la-sivoliere.com](http://www.hotel-la-sivoliere.com)  
Represented by: Florence Carcassonne – General Manager

**AND:**

The Tour- World Avenues SA  
Operator: \_\_\_\_\_

Iata Number: 96-0 3299 6  
\_\_\_\_\_

Tel: 41(0)22 906 94 00  
\_\_\_\_\_

Fax: 41(0)22 906 94 10  
\_\_\_\_\_

Website: www.world-avenues.com  
\_\_\_\_\_

Represented by: Ms. Alaa huseen  
\_\_\_\_\_

Bank and accounting details

Account number: 41(0)22 906 94 00  
\_\_\_\_\_

Bank: CREDIT SUISSE  
\_\_\_\_\_

Address: CH-1211 GENEVA 70  
\_\_\_\_\_

Rib: \_\_\_\_\_

Swift: \_\_\_\_\_

Vat number: CHE 109 867 307  
\_\_\_\_\_

## Commercial Agreement for Tour Operator Preferred Partners

The above are collectively referred to as the “Parties” or individually as a “Party”.

NOW, THEREFORE IT IS ORDERED AND AGREED AS FOLLOW:

### **Art.1: Validity**

This Commercial Agreement is exclusively reserved to Tour-Operators.

The contract takes effect from the date of receipt of a copy of the commercial proposal and this Commercial Agreement duly dated and signed by the tour operator, returned before the end date option and accompanied by payment of the deposit as stated here below. It is hereby specified that all these conditions must be met cumulatively, payment deposit on the price being an essential condition of the validation of booking.

For stays of a group during an exceptional time (salons, day of the year ...), specific conditions of sale may apply.

This contract is concluded on a personal basis. The Tour-Operator undertakes to respect and uphold its intermediaries, the full of its obligations as a result of the signing of this contract, this obligation is considered as an obligation of result.

### **Art.2: Agreement Object**

The Tour-Operator enjoys preferential terms and conditions in return to promote the hotel, using its resources and communication channels with Travel Agencies or direct Customers; and to suggest the property every time there is a similar request by type of product or to the destination where the property is located.

“Direct Customers” or “Customers” mean people who may or will or had spent time on La Sivolière Hotel.

### **Art.3: Duration of this agreement**

**The present agreement is valid for one season (2018-2019), from the day it will be signed and for stays booked between December 14<sup>th</sup> 2018 (opening date) and April 14<sup>th</sup> 2019 (closing date). It will be validated only after the return of one copy signed by both parties.**

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### **Art.4: Allotments and requests**

Contact directly the reservations department to assure your booking or availability request at:

**Email:** [lasivoliere@sivoliere.fr](mailto:lasivoliere@sivoliere.fr) - **Telephone:** +33 (0) 479 08 08 33 – **Fax:** +33 (0) 479 08 15 73.

You can check the availability online through the online booking system on the official website [www.hotel-la-sivoliere.com](http://www.hotel-la-sivoliere.com). You can book through this system using the code **SIVOLIERE2018TO**, this in order to identify you as a travel agent.

### **Art.5: Booking and quote requests conditions**

The reservation will be confirmed after a pre-payment of 40% from total stay including VAT.

The other 60% should be paid 30 days prior to the scheduled arrival day.

For Low and Medium seasons, reservations made until 90 days prior to arrival, only a 10% pre-payment will be required, 30% should be paid 60 days prior to the scheduled arrival day and the balance should be paid 30 days prior to the scheduled arrival day.

Upon payment of the deposit, La Sivolière Hotel will confirm the booking by email, fax or mail.

Following confirmation of booking, La Sivolière Hotel will send an invoice to the Tour-Operator together with the voucher indicating the cost of services ordered and which have been previously submitted to La Sivolière Hotel by Customers upon arrival.

Reservations, as well as any payment of deposit constitute acceptance of these Terms and Conditions of Sale, notwithstanding the existence of any other conditions of purchase or sale on which these prevail.

All bookings and quote requests must be confirmed written by the Tour-Operator, addressed to the correct channel of communication mentioned on the article n.16 of this agreement. The following data is required to proceed with the booking request:

- Adult's first and last names
- Children first and last names + ages
- Required bedding
- Check-in and check-out dates
- Flexible dates: YES/NO
- Any preference or special request

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**Art.6: Rates and conditions**

The rates mentioned on the document “SIVOLIERE TO RATES SEASON 2018-2019” attached to this agreement includes:

- Contract rates,
- Special deals,
- Extras & supplement.

All rates are NET. **Calculation of the net rate is based on room only rates.**

Extras and supplement (net rates) have to be added, depending on occupancy.

The payments are in the currency stated on invoices issued by La Sivolière Hotel (€).

Only bank transfers or default, bank checks issued from a bank known and favorably known institution are accepted for payment of bills and deposit.

Bank charges related to regulations invoices are payable by the Customer.

It is recalled that the effects of trade and foreign checks in the country of location of the Hotel will not be accepted as means of payment.

**Compulsory half board and required minimum stays may apply during certain periods.  
For further information, check your dates of stay with reservation department**

**Art.7: Taxes and extras**

Service and governmental taxes are included on the rates. Local tax is 2.30 euro (€) per person/night, is not included in the rate and must be paid directly at the hotel (subject to change without previous notice).

Extras (laundry, minibar, phone, etc..) must be paid at checkout Hotel by Customers before their departure.

The Hotel accepts no responsibility for the consequences of delayed due to start this receipt.

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**Art.8: Cancellation Policy, cancellation, late arrival and no-show**

In case of cancellation less than 30 days prior to the arrival date, or in case of no-show on the confirmed arrival date, 100% of the full stay is due.

If the other 60% are not paid 30 days prior to the scheduled arrival day, the reservation is lost and the paid deposit is not refundable, even in case of “force majeure”.

Full prepayment before Customer’s arrival is mandatory and without exceptions.

It is the agent’s responsibility to inform the hotel by written about any booking cancellation. The Tour-Operator must assure an acknowledged of receipt by the hotel about any cancellation request. Weather conditions are not considered as valuable arguments to justify cancellations, late arrivals or no-shows.

**Art.9: Responsibility and Insurance**

The hotel will not be liable for any total or partial breach of its obligations if such failure is due to force majeure or circumstances beyond his control.

La Sivolière Hotel disclaims any responsibility in case of theft, loss, degradation effects belonging to Customers during their stay.

The Customer agrees to purchase and maintain necessary for the exercise of its business insurance. Similarly, La Sivolière Hotel declares to have insurance covering its activity.

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### **Art.10: Reallocation**

In the exceptional case or “force majeure” where the hotel would be unable to host one or more clients who have confirmed reservations, the Hotel will be in charge to reallocate the guests in hotel of the same or superior category. If necessary, it is understood that the hotel held liable to pay any price difference for room rates only. Extra charges are not included.

### **Art.11: Check-in and check-out schedules**

Check-out time is 12am. Check-in time is 3pm.

At the customer's arrival, La Sivolière Hotel reserves the right to request an imprint of the credit card to the attendant and / or credit cards to one customer per room.

Check out procedure must be performed on the day of departure before noon.

When late check-out is needed and possible, an additional fee will be charged to the guest.

### **Art.12: Child Conditions:**

Childs from 0 to 3 years are under complimentary supplement fee.

At La Sivolière all children until 14 years old benefit from special child policy: special rates for extra bed, breakfast and half board.

For further details, check on the “SIVOLIERE TO RATES SEASON 2018-2019” sheet attached.

### **Art.13: Complaint**

Any claim of a customer and / or Client should be directed to La Sivolière Hotel at [fcarcassonne@sivoliere.fr](mailto:fcarcassonne@sivoliere.fr) , by any written means to obtain a receipt, within 15 days after the occurrence of the incident.

After this period, no claim will be considered and any event / incident will be considered as prescribed.

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### **Art.14: Others Information**

#### 14.1 - Good Behavior

La Sivolière Hotel reserves the right to stop the provision of its services if Customer damages the good working of the hotel or if it puts in jeopardy the reputation or safety of the hotel.

In case of inappropriate behavior of the Customer, La Sivolière Hotel keeps itself the right to ask the Customer to leave the premises without compensation and without reimbursement, and to charge the cost of the damaged furniture and / or restoration work.

#### 14.2 - Smoke -free

La Sivolière Hotel is a non-smoking area in its entirety.

### **Art.15: Unforeseeable circumstances - Force majeure**

The responsibility of La Sivolière Hotel cannot be sought if the performance of this Commercial Agreement is altered, suspended, delayed or prevented due to force majeure or fortuitous event, due to the the Tour-Operator or the Customer or a third party or external causes such as social conflicts, the involvement of civil or military authorities, natural disasters, fires, water damage, malfunction or interruption of telecommunication network or grid. Force majeure means any event beyond the affected Party, with one character at a time unforeseeable, unavoidable and insurmountable, which prevents either party from performing all or part of the obligations imposed upon it.

La Sivolière Hotel will notify the Client of the occurrence of such a fortuitous event or force majeure within 15 days from the date of occurrence of the event.

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**Art.16: Contacts:**

**Reservations Department:**

For quotes, bookings, cancelations and hotel's general inquiries.

**Contact:** Séverine Beaupoil

**Email:** lasivoliere@sivoliere.fr

**Telephone:** +33 (0) 479 08 08 33

**Fax:** +33 (0) 479 08 15 73

**Accounting Department:**

For commissions, refunds and accounting matters.

**Contact:** Alexandrine Desbois

**Email:** adesbois@sivoliere.fr

**Telephone:** + 33 (0) 479 08 08 33

**Fax:** +33 (0) 479 08 15 73

**Sales Department:**

**Contact:** Julien Strozyk

**Email:** [js@sivoliere.fr](mailto:js@sivoliere.fr)

**Telephone:** +33 (0) 479 08 08 33

**Fax:** +33 (0) 479 08 15 73

**Skype:** juliensivoliere

**Sales & marketing for LATAM,**

**Portugal and Spain – LATS Member**

**Contact:** Carla Moura Pinheiro

**Email:** [carla@lats.com](mailto:carla@lats.com)

**Telephone:** +5521 4063 8315

**Skype:** cminspiredselection

**Art.17: Nullity**

If one or more contractual provisions between the parties, including this Commercial Agreement, is/are become invalid or is/are declared as such pursuant to a statute, regulation or following a final decision of a competent Court, other provisions shall remain in full force and effect.

**Art.18: Confidentiality**

Without the express written consent of the disclosing party, no party shall disclose or allow the disclosure to any third party other than its professional advisers, or use other than as specifically permitted in this Agreement, any confidential, property, or trade secret information of such disclosing party.

**Art.19: No Waiver**

The fact that either party does not claim at a given time any of the dispositions of this Commercial Agreement shall never be deemed as a waiver of its rights that it holds thereof.

## 2018/2019 Winter Season

# Commercial Agreement for Tour Operator Preferred Partners

### **Art. 20: Election of domicile**

For the execution of this Commercial Agreement, the parties elect domicile at the address of their headquarters.

### **Art.21: Applicable law**

Relations between the parties are governed by French law without giving effect to any conflict of law principles.

### **Art.22: Amicable Settlement and Jurisdiction**

If a dispute arises under this Commercial Agreement, the parties will have to try to reach an amicable settlement in good faith prior to commencing a lawsuit by sending a letter with acknowledgment of receipt.

After 30 days without answer, the claimant can sue the other Party in Court.

It will be the same if the Party defendant does not try to reach an amicable settlement.

A party's failure to perform under this Agreement is excused if the failure results from emergency or an unforeseeable causes beyond that Party's control (save where the same event generally constitutes an insurable risk under industry standard insurance policies), such as war, fire, weather and natural events, or act of government. A party whose performance is impaired as a result of such an unforeseeable cause shall promptly notify the other party.

Any dispute between the parties may be resolved by the French Courts and specifically by the Courts of Chambéry or in the jurisdiction area of the Court of Appeal of Chambéry which will have exclusive jurisdiction regardless of the cause, nature and location of the dispute and whatever may be the specific terms of the transaction, even in the case of a guarantee and multiple defendants.

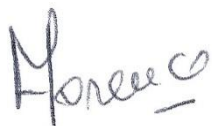
## 2018/2019 Winter Season

### Commercial Agreement for Tour Operator Preferred Partners

#### **Art.23 : Amendments to this agreement:**

Modifications to this Commercial Agreement shall be made in writing and signed by both Parties.

Read and approved by:



Florence Carcassonne  
General Manager  
La Sivolière



Julien Strozyk  
Reservations Department  
La Sivolière

Agency name World Avenues SA

Legal representative Gabriella Nagy

Commercial contact Alaa Huseen

Signature *Alaa Huseen*