

Milan, 12th July, 2018

WORLD Avenues SA - Travel Services
14, Rue Ferrier, CH-1202 Geneva,
Switzerland

At the kind attention of: Ms Amira Elbatal

Re: Contract FIT 2018/2019

Dear Ms Amira Albatal,

further to our conversations and previous correspondence, we are delighted to enclose herewith our contract proposal, including the agreed rates as indicated in the rate plan.

We kindly ask you to return a copy of the present contract duly signed on each page.

We also remind you that reservations shall be sent to the following numbers:

Tel. +39 02 88311
Fax. +39 02 8057964
E-mail reservations.rosa.mi@starhotels.it
Contact Emiliano Fucarino – General Manager

We remain at your complete disposal for any further information you may need and we are looking forward to hearing from you.

Yours Sincerely

Emiliano Fucarino
General Manager
Starhotels Rosa Grand



Encl/7 pages

Pag.1

Terms and Conditions

RATE PLAN

*** on 31/12/2018 Minimum stay of 3 nights**

2018/2019 SUPERIOR ROOM	Peak Periods (Fair Periods as per attached list)				High Season		Shoulder Season		Low Season	
	High Fair		Medium Fair							
	from included	to included	from included	to included	from included	To included	from included	To included	from included	to included
					06/05/2019	30/06/2019	01/11/2018	23/12/2018	<u>24/12/2018</u> *	06/01/2019
					30/08/2019	31/10/2019	07/01/2019	05/05/2019	29/07/2019	29/08/2019
							01/07/2019	28/07/2019		
		Week Days	Week End	Week Days	Week end	Week Days	Week end	Week Days	Week end	Week Days
Double per person	223,00		126,00		126,00	97,00	106,00	87,00	92,00	
Single supplement	223,00		126,00		126,00	97,00	106,00	87,00	92,00	
Triple supplement (Deluxe only)	50,00				50,00		50,00		50,00	
Deluxe supplement per room	40,00		30,00		30,00		30,00		30,00	
Grand Deluxe supplement per room (max occupancy 2 people)	90,00		90,00		90,00		70,00		70,00	
Junior Suite Supplement	200,00		200,00		200,00		200,00		200,00	
Meal supplement	40,00		35,00		35,00		35,00		35,00	
ALLOTMENT	N/A		N/A		N/A		N/A		N/A	
RELEASE	14 days		14 days		14 days		11 days		7 days	

Week: Mon – Tue – Wed – Thu
W.E.: Fri – Sat – Sun

Rack rates 2018: Double room for single use and Double room € 1.500,00

1. Rates

1.1 The contract includes the Hotel rates valid from 01/11/2018 to 31/10/2019, according to the seasonality as above indicated.

1.2 The rates are considered confidential and not applicable to third parties, therefore the client shall communicate to the hotel how rates shall be distributed, either by means of traditional channels or by web (rates package only)

1.3 Rates are per person, per day and include American Buffet Breakfast, 10% VAT and service.

City tax not included: City tax is not included and must be paid by the Clients upon departure, in accordance with municipality regulation. In case of the introduction of new City taxes, the rate will not include those taxes

1.4 Check-in: 2.00 pm – Check-out: 12.00 pm

1.5 The Hotel shall apply the “Starhotels Family Plan” that grants, one child free up to 12 years old (breakfast included) sharing with the parents’ room. Roll-away bed is based on availability

1.6 Rates are valid for individual booking only (for groups and meeting inquires ad hoc rates will be quoted); rates are not valid for Business Travel, Incentive, Congresses and during Exhibitions.

1.7 All rates granted to WORLD Avenues SA - Travel Services are intended net and to be used for worldwide B2B channels only. Activation in B2C distribution channels will be considered as a breach of contract.

If breaches this provision Starhotels reserves the right to terminate this agreement if WORLD Avenues SA - Travel Services fails to remedy such breach within 7 days of receiving written notice by registered letter with return receipt from Starhotels requiring it to do so.

Further the foregoing, if WORLD Avenues SA - Travel Services breaches the provision a second time, Starhotels reserves the right to terminate this agreement immediately giving a notice in writing by registered letter with return receipt.

All obligations of each party that have accrued prior to a termination of the agreement or that are a continuing nature shall survive termination of the agreement.

1.8 All rates are quoted net of commission.

1.9 Should either VAT or other taxes be increased, the Hotel have the right to modify the rates accordingly.

1.10 Should the Client find lower rates on other websites, the Client shall have the right to buy such offers at the conditions requested by the website. It is understood that in such case the conditions provided by the present contract shall not be applied.

During the validity of the present FIT agreement, whenever the daily BAR rate included breakfast is lower than the contracted FIT rate added of your mark up, the hotel will offer, only upon request (email or phone directly to the hotel) the choice to opt for the following alternatives:

20% discount on the BAR with breakfast or 20% discount on the following public rates: pay now-not refundable, if they are available.

Terms and conditions

We inform that the hotel will apply terms and conditions according to the public rates requested.

Regarding cancellation policy the terms will be the same as per the 2018/2019 FIT contract (except for not refundable rates)

The above mentioned discount cannot be applied to any “package” or new promotions which may become available. We inform you the discounted rate is **net of commission**.

2. Allotment

The hotel will constantly monitor the materialization of the contracted allotment and reserves the right to periodically revise the number of rooms based on their conversion ratio.

During the black out date no rooms will be granted on allotment.

Availability and rates will be confirmed upon request.

3. Book-out

In the event of book-out previously agreed with the Client, the Hotel shall relocate the guests in hotels of same category – without any further hotel cost for the client.

4. Cancellations:

- High season: no penalties for cancellation received within 72 hours prior to arrival by 4 p.m local time
- Low and Shoulder season: no penalties for cancellation received within 48 hours prior to arrival by 4 p.m.local time
- High Fair Period: no penalties for cancellation received within 14 days prior to arrival by 4 p.m. local time
- Medium Fair Period: no penalties for cancellation received within 07 days prior to arrival by 4 p.m. local time
- Furniture Fair: no penalties for cancellation received within 30 days prior to arrival by 4 p.m. local time.
- No - show and late cancellation: full stay amount will be charged.
- No - show and late cancellation: 1 night will be charged
- No - show and late cancellation for a stay of minimum 4 nights: 2 nights will be charged

5. Hotel Description

The Client, for the duration of the contract, shall represent correctly the Hotel on each media communication (brochures, web sites, etc..), by using the following description:

The only hotel on Piazza Fontana, the Rosa Grand is just a short stroll from some of Milan's most impressive artistic and architectural treasures. Ideally located in the historic centre, it's just minutes from the gothic spires of Milan's famous Duomo cathedral and many of the city's modern attractions.

6. Terms of payment:

6.1 For each reservation, it shall be applied the following payment policy:

Payment within 30 days date of invoice arrival

Bank details: Unicredit S.p.A. – Branch: via dei Vecchietti 11 – 50123 Firenze - Italy
IBAN: IT 62 C 02008 02854 000004859468 – BIC/SWIFT CODE: UNCRITMMOTU
Beneficiary name Starhotels S.p.A., Viale Belfiore, 27 – 50144 Firenze

6.2 In case of late payment, interests will be charged in accordance with the Legislative Decree 231/2002(artt. 3-4) modified by the Legislative Decree 192/2012

7. Miscellaneous

7.1 This contract sets forth the entire agreement and understanding reached by the Hotel and Client relating to the subject contained herein and replaces all prior agreement between them, including the Client contract form dated _____

7.2 In the event of discrepancy between the present contract and the Form, the present contract shall control.

7.3 To maintain its hotels in a state of optimum efficiency, Starhotels carries out routine upgrading and renovation works, that can affect or reduce the room availability.

Starhotels shall inform the Client at least 60 days prior to the commence date. The Client acknowledges and agrees that Starhotels may carry out such work and recognizes:

- a) The contract can be re-negotiated;
- b) The contract can be terminated in case the hotel is unable to perform the service.

Besides the foregoing, in the circumstance of termination of the contract, for reservations already confirmed, Starhotels undertakes to make available to the Customer another accommodation of the same category or higher category. Consequently, Starhotels will sustain the total cost such as the difference to be paid, generated by such changes and alterations, including any transport costs to reach the proposed accommodation.

8. Independent Data Controller

8.1 Parties mutually undertake to carry out the processing and protection of the information and data that will be exchanged in full compliance with applicable laws as well as with the provisions of the General Data Protection Regulation 2016 (hereinafter the “GDPR”).

8.2 In carrying out such activities under this Agreement, Parties will be qualified as Independent Data Controllers, that will be competent to determine purposes and methods of the processing of personal data and the relevant means, including security matters.

As Independent Data Controller, each Party undertake to process the data and information concerning the other Party and his customers solely for the purpose in connection with this Agreement, ensuring the security and confidentiality, and that the same data and information are not disclosed to third parties without the prior consent of data subjects.

8.3 Finally, each Party, processing the information and data of common customers for the purpose in connection with this Agreement, will be liable for the performed activities and, therefore, for any violations of the GDPR's provisions and regulations, even if committed by data processor, persons in charge of the processing or employees involved in the execution of this Agreement.

9. Code of Ethics

Starhotels has published the "Code of Ethics" on its website www.starhotels.com. By signing this Agreement, WORLD Avenues SA - Travel Services accepts the contents of the "Code of Ethics" and engages in relation to the execution of this Agreement, also for its employees, pursuant to and for the purposes of art. 1381 cod. civ., to respect it in particular the provisions of point 7 of article 10. In the event that Cieli di Toscana srl violates the obligations referred to in this article, Starhotels will have the right to terminate this Agreement pursuant to and for the purposes of Article 1456 of the Italian Civil Code. civ., by sending simple written communication by registered letter, without prejudice to Starhotels' right to compensation for damages.

10. Damages

The guest shall be liable to the Hotel for any damages, including property damages and/or personal injuries suffered or incurred by the Hotel or any employee or staff member of the Hotel or other guest of the Hotel, directly or indirectly caused by the guest, negligence of the guest or any other person hired by the guest. The guest agrees to indemnify and hold harmless the Hotel, the Owner of the Hotel, the Operator of the Hotel, all entity affiliated to the Hotel and any director, employee and agent ("the Indemnities"), of and from any cost, expense, damage and any third party's claim including reasonable attorney's fees and action arising from the use of the services and hotel properties by the final guest, save the events in which they are caused by a gross negligence or willful misconduct of the Indemnified or any more or more of them.

11. Applicable Law and disputes

11.1 The validity, interpretation and implementation of this contract shall be governed by and construed in accordance with the laws of Italy.

11.2 If a dispute arises out of the execution, performance or interpretation of this contract, or breach thereof, and if that dispute cannot be settled through direct discussions, the parties agree that any unresolved controversy or claim arising out or relating to this contract, or breach thereof, shall be finally settled by the Court of Florence.

Emiliano Fucarino
General Manager

WORLD Avenues SA- Travel Services

Rosa Grand Milano
Starhotels Collezione

