



## *Cardinal Hotel St. Peter*

VATICAN AREA

Via Leone Dehon, 71 – 00165 - Roma

Tel: (+39) 06 632252 – Fax: (+39) 06 631602

[www.cardinalhotelrome.com](http://www.cardinalhotelrome.com) - [info@cardinalhotelrome.com](mailto:info@cardinalhotelrome.com)

This Agreement is entered into this August 9th 2016

Between:

\_a company registered in Italy with registered number 07884221008 and whose registered office is Via Leone Dehon 71, 00165 Roma ("HOTEL"); and

World Avenues SA a company registered in Italy and whose registered office 14, Rue Ferrier, CH 1202("PARTNER")

Hereinafter the "Parties".

WHEREAS the HOTEL is operating as the Cardinal Hotel St Peter Roma

WHEREAS the PARTNER is in the business of intermediating hotel rooms to customers directly and/or to third parties; and

WHEREAS the Parties wish to co-operate with the goal to attract individual travelers to stay at the HOTEL by way of the PARTNER'S distribution and sales efforts;

NOW THEREFORE in consideration of the undertakings and covenants contained herein, the Parties agree as follows:

### Duties of the HOTEL

1. The HOTEL agrees to offer the PARTNER pre-defined non-commissionable room rates ("PARTNER Rates"), room availability and meal plans as outlined in Annex 1 ("PARTNER Rate & Hotel Information") and undertakes to deliver hotel services to the PARTNER's customers.
2. The PARTNER Rates provided are for the specific intention of sale via off-line distribution (non-internet) channels and such that a recommended mark-up of twentyseven percent (27%) above the rate provided by the HOTEL is to be applied for room only sales and a recommended mark-up of twentyseven percent (27%) above the rate provided by the HOTEL is to be applied for package sales.
3. If the HOTEL grants an allotment to PARTNER as set out in Annex 1 and the HOTEL reserves the right to reduce the allotment if the materialization of the allotment is less than seventy percent (70%) as of the end of the first six (6) months of this Agreement.

### Duties of the PARTNER

4. The PARTNER and the third parties may sell the HOTEL's rooms for individual travel as room only or part of a package to any travel agent or tour operator pursuing off-line sales. The PARTNER and the third parties may also sell the rooms via their own brochure(s) and/or catalogue(s).
5. The PARTNER shall confirm all sales of rooms and/or cancellations and/or amendments directly with the HOTEL by email or fax. Room sales, amendments and or cancellations will not be accepted by telephone.
6. The PARTNER acknowledges to act on its own behalf when selling the HOTEL's rooms and services at PARTNER Rates to any individual traveler or third party and hereby warrants that it will perform its obligations under this Agreement with promptness, due care, skill and diligence and in a workmanlike manner in accordance with the highest industry standard.
7. The PARTNER shall issue vouchers to its customers setting out at least the guest's name, arrival date and departure date, meal plan (if applicable), the reservation number, (if applicable); these vouchers shall entitle the guest to stay at the HOTEL



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at PARTNER Rates ("Vouchers"). The Vouchers shall be issued upon the HOTEL's receipt of payment of the PARTNER Rates, and earlier only, if the PARTNER has been granted credit facilities by the HOTEL. For reservations with a lead time less than Thirty (30) days the PARTNER shall request the HOTEL's specific approval prior to issuing the Voucher(s) to the customer or a third party and shall pre-pay the HOTEL's services which are subject to the Voucher latest one (1) day prior to the arrival of the customer at the HOTEL.

8. The PARTNER shall upon the HOTEL's invoice pre-pay the HOTEL for confirmed reservations in full no less than thirty (30) days prior to arrival of the customer, unless it has been granted credit facilities by the HOTEL. In the latter case the PARTNER shall pay the HOTEL upon invoice after the departure of the customer.
9. The PARTNER shall ensure that third parties co-operating with the PARTNER to sell the HOTEL's rooms and services provide sufficient credit facilities to cover the PARTNER Rates. The PARTNER is fully liable for any Vouchers issued without prior proven payment to the PARTNER by a third party.
10. In the event that the guest books additional nights accommodation at the HOTEL directly with the HOTEL then such reservations shall be totally separate from the contract between the individual guest and the PARTNER and shall constitute a new contract between the HOTEL and the guest. The PARTNER shall not be entitled to any fees or other compensation in respect of such additional accommodation booked by guests.

### Cancellation Policy

11. For cancellations received in writing by the HOTEL from the PARTNER no later than forty-eight (48) hours prior to arrival no cancellation fee and/or charge(s) will be incurred by the PARTNER.
12. For cancellations received in writing by the HOTEL from the PARTNER forty eight (48) or less hours prior to arrival a cancellation fee equal to one (1) night accommodation at the contracted rate per cancelled room.

### Invoicing Procedure and Payment Terms

13. Should credit facilities not be provided to the PARTNER by the HOTEL, the HOTEL shall invoice the PARTNER upon its confirmation of reservation, for the PARTNER Rate concerning its services to guests in exchange of the Vouchers. Upon receipt of any cancellation the HOTEL shall invoice the PARTNER the applicable cancellation fee and charges.
14. Should credit facilities be provided to the PARTNER by the HOTEL, the HOTEL shall invoice the PARTNER for the PARTNER Rate concerning its services to guests in exchange of the Vouchers, and for any cancellation fee and/or charges as the case may be, no later than thirty (30) days after the guest's departure date.
15. The HOTEL shall send the invoice to the PARTNER's office located at see above
16. The PARTNER will settle the invoice no later than thirty (30) days after receipt of the invoice, following the payment details on the HOTEL's invoice.
17. Amounts due under this Agreement which are not paid when due shall bear interest at the lesser of one and a half percent (1½%) per month or the maximum contract rate of interest permitted by applicable law.
18. Payment for any items or charges generated by the guest that are not covered by the Voucher shall be invoiced to and paid by the guest directly to the HOTEL. The PARTNER is only responsible for services as covered by the Voucher and related cancellation fees or other charges.

### Duty of Care

19. The HOTEL represents to fully comply with all applicable local fire and safety regulations; the HOTEL pursues regular controls of its technical installations and customer protection processes to ensure highest safety and hygiene standards. The HOTEL undertakes to provide reasonable advance notification to the PARTNER of any refurbishment or renovation taking place to the HOTEL's property which may impact the guest stay experience.

### Intellectual Property



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20. The PARTNER expressly recognizes that it does not obtain without the express prior written approval of the HOTEL, any rights to HOTEL's materials, trademarks, brand names, logos and signs, nor any other information, data, databases, software, design, name or any other material provided/developed and owned by the HOTEL or the. The PARTNER shall not use, without the HOTEL's prior written approval, any Materials in any radio, television or internet marketing or advertising including with regards to the internet the use of the Materials in conjunction with paid listings in search engines, meta tags, keywords, links and any other means intended to influence the results for internet searches invoking the Materials. Any breach of this clause shall entitle the HOTEL to terminate this Agreement immediately without prejudice to any other rights or remedies that it may have against the PARTNER.

### Indemnity

21. The PARTNER shall hold harmless and shall indemnify HOTEL in respect of any loss, liability, obligation, damage, claim, demand, suit, action, deficiency, penalty, tax, levy, fine, judgment, settlement, cost, expense, legal fees and disbursements or liability incurred by the HOTEL where such is caused otherwise than by the performance of the HOTEL's duties under this Agreement.

### Confidentiality

22. Each Party of this Agreement agrees to keep confidential during the term of this Agreement and for a period of one (1) year thereafter all information provided by one Party to the other in relation to this Agreement including, without limitation, this Agreement and its terms, and PARTNER Rates.
23. Notwithstanding the foregoing, the following shall not amount to a breach of confidentiality if the receiving Party can prove that the information:
- a. is in the public domain at the time it was disclosed or has entered the public domain through no breach by the receiving Party of its obligations hereunder;
  - b. is already known to the receiving Party, without restriction, at the time of disclosure, as evidenced by written records of the receiving Party;
  - c. is disclosed with the prior written approval of the disclosing Party;
  - d. is independently developed by the receiving Party without any use of any confidential information;
  - e. is disclosed generally to third parties by the disclosing Party without restrictions on use or disclosure by a third party whose direct or indirect source is not the disclosing Party;
  - f. becomes known to the receiving Party, without restriction, from a source other than the disclosing Party, without breach of this Agreement by the receiving Party and otherwise not in violation of the rights of the disclosing Party; or
  - g. is disclosed pursuant to the order or requirement of a court, administrative agency, or the governmental body or pursuant to law or regulations of a stock exchange provided however, that the receiving Party shall provide the disclosing Party with prompt written notice of such disclosure requirement to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure;

provided that, if only a portion of the confidential information falls within any one of these exemptions, the remainder shall continue to be subject to this Agreement.

### Assignment

24. Neither Party of this Agreement may assign this Agreement without the prior written agreement of the other Party.

### Term and Termination

25. This Agreement shall commence on the date of its execution by both parties and shall continue until 31/10/2017 , (The term of the agreement shall not exceed one year.)
26. Either Party shall be entitled to terminate this Agreement immediately by written notice to the other if the other Party commits any material breach of any provisions of this Agreement or, in the case of a breach capable of remedy, fails to remedy the same within thirty (30) days, fourteen (14) days in case of breach of Clause 4, after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.
27. Either Party shall have the right to terminate this Agreement immediately and without further notice if the other Party becomes insolvent, or is adjudicated bankrupt, or files a voluntary petition or pleading under any applicable bankruptcy or insolvency laws,



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or an involuntary petition is filed with respect to the other Party under any such laws, or a permanent or temporary conservator, receiver or trustee for all or substantially all of the other Party's property is appointed by any court, or the other Party makes an assignment for the benefit of creditors or makes a written statement to the effect that it is unable to pay its debts as they become due, or a final judgment against the other Party remains unsatisfied for thirty (30) days or longer without being discharged, vacated, reversed or stayed.

### Invalid Provision

28. If any term, covenant, condition or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term, covenant, condition and provision shall be valid and be enforced to the fullest extent permitted by law.

### Amendments

29. This Agreement may only be changed by an instrument in writing signed by the authorised representatives of both Parties.

### Entire Agreement & language

30. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements between the Parties, written or oral relating to the subject matter hereof.
31. The language of this Agreement shall be English. Any translation into a language other than English shall be for information purposes only.

### Notices

32. All notices shall be in writing in English and may be delivered personally or by fax, or recognized courier service such as Federal Express or DHL. Notices by fax shall be deemed delivered and received upon transmission provided that the original is delivered as set forth above. Notices by expedited delivery shall be deemed delivered and received on the second day immediately succeeding the date on which the notice was given to the expedited delivery company. Notices shall be delivered to the address set out at the beginning of this Agreement.

### Applicable Law and Arbitration

33. This Agreement shall be governed by the substantive laws of Italy.
34. Any dispute arising between the HOTEL and the PARTNER in connection with this Agreement shall in case of failure of an amicable settlement be brought to the competent courts. The place of jurisdiction is based on Rome.

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

By: World Avenues Switzerland

By: \_\_\_\_\_

Name: Tarek Elbially

Title: Contracting Manager



Cardinal Hotel St Peter Rome

By: \_\_\_\_\_

Name: Ferruccio Cruciani

Title: Director of Sales & Marketing



## Cardinal Hotel St. Peter

### HOTEL INFORMATION

HOTEL NAME: CARDINAL HOTEL ST PETE ROMA  
HOTEL ADDRESS: VIA LEONE DEHON 71  
CITY: ROMA COUNTRY: ITALY  
TELEPHONE: 06 632252 FAX: 06 631602  
WEBSITE: WWW.CARDINALHOTELROME.COM EMAIL ADDRESS: SALES@CARDINALHOTELROME.COM

### RATE INFORMATION

ALL RATES AND CHARGES ARE STATED IN EURO.

#### TAX INFORMATION:

VAT: 10% INCLUDED IN THE RATE: ☒ YES ☐ NO

CITY TAX: 6 EURO PER PAX PER NIGHT% INCLUDED IN THE  
RATE: ☐ YES ☒ NO

IF OFFICIAL GOVERNMENT IMPOSED TAXES AND/OR SERVICE CHARGES INCLUDED IN THE CONTRACTED RATES AS PER THE INFORMATION ABOVE CHANGE DURING THE DURATION OF THE CONTRACT, THE RATES WILL CHANGE ACCORDINGLY AND THE REVISED RATES WILL BE ADVISED TO THE PARTNER IN WRITING BY THE HOTEL.

COMMISSION: THE RATES OFFERED TO THE PARTNER ARE NON-COMMISSIONABLE RATES AND THEREFORE NO COMMISSION IS PAID BY THE HOTEL TO THE PARTNER.

MAXIMUM ROOM OCCUPANCY: THREE PAX (INCLUDES 3 ADULTS )

CHILD POLICY: CHILDREN UP TO AND INCLUDING AGE THREE (3) YEARS OLD STAY FREE OF CHARGE IN AN EXTRA BED OR COT WHILE SHARING THE PARENT'S ROOM BASED ON A MAXIMUM OF ONE (1) CHILD PER ROOM.

CHECK-IN TIME: 14:00

CHECK-OUT TIME: 11:00



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RATE SEASONS (BASED ON STANDARD ROOMS)

### STANDARD ROOM

VALID DAYS (1 (Mo) – 7 (Su))	DATES (DD/MM/YY) (ALL DATES ARE INCLUSIVE OF NIGHTS STAY)			SINGLE PER ROOM	TWIN/DBL PER ROOM	TRIPLE PER ROOM
1-7	01/09/2016	TO	31/10/2016	98	122	165
1-7	01/11/2016	to	28/02/2017	62	72	93
1-7	30/12/2016	to	03/01/2017	98	122	165
1-7	01/03/2017	to	31/03/2017	84	98	132
1-7	01/04/2017	to	30/06/2017	98	122	165
1-7	01/07/2017	to	31/08/2017	84	98	132
1-7	01/09/2017	TO	31/10/2017	98	122	165

### SUPERIOR ROOM

VALID DAYS (1 (Mo) – 7 (Su))	DATES (DD/MM/YY) (ALL DATES ARE INCLUSIVE OF NIGHTS STAY)			SINGLE PER ROOM	TWIN/DBL PER ROOM	TRIPLE PER ROOM
1-7	01/09/2016	TO	31/10/2016	114	136	189
1-7	01/11/2016	to	28/02/2017	71	82	105
1-7	30/12/2016	to	03/01/2017	114	136	189
1-7	01/03/2017	to	31/03/2017	89	106	155
1-7	01/04/2017	to	30/06/2017	114	136	189
1-7	01/07/2017	to	31/08/2017	89	106	155
1-7	01/09/2017	TO	31/10/2017	114	136	189

### Not combined special offers:

1. Early booking at 45 days - 10%
2. not refundable - 10%
3. 3x2 (november-march, NYE (30.12.16-03.01.17 excluded))
4. 4 nights stay - 15% (all year)
5. -4 euro per person room only basis

RATES ARE AVAILABLE SUBJECT TO AVAILABILITY; HOTEL WILL CONFIRM BASED ON RESERVATION REQUESTS RECEIVED. ☒ Yes ☐ No

2. RATES ARE AVAILABLE ON A FREE-SALE BASIS. THE HOTEL MAY STOP SELL BY SENDING AN E-MAIL TO..... ☒ Yes ☐ No

3. RATES ARE AVAILABLE AS PER THE ALLOCATION SCHEDULE BELOW. ☐ Yes ☒ No



## Cardinal Hotel St. Peter

### ALLOCATIONS SCHEDULE

VALID DAYS (1 (Mo) -7 (Su))	DATES(DD/MM/YY) (ALL DATES ARE INCLUSIVE OF NIGHTS STAY)	FREE SALE	RELEASE PERIOD
1-7	01/11/2016 TO 31/10/2017	2 STANDARD ROOMS, 1 SUPERIOR	3 DAYS IN LOW AND MEDIUM, 5 DAYS IN HIGH SEASON

### MEAL PLANS

Breakfast Included in the rate: ☒ Yes ☐ No If yes, type of breakfast included in the rate: Buffet Breakfast

### CONTACT DETAILS:

#### SALES DEPARTMENT CONTACT DETAILS

NAME: FERRUCCIO CRUCIANI

POSITION:

DIRECTOR OF SALES & MARKETING

EMAIL: [F.CRUCIANI@CARDINALHOTELROME.COM](mailto:F.CRUCIANI@CARDINALHOTELROME.COM)

TELEPHONE:

+39 06 632252

#### RESERVATIONS DEPARTMENT CONTACT DETAILS

NAME: SALVATORE DE LUCA

POSITION:

RESERVATION MANAGER

EMAIL: [SALES@CARDINALHOTELROME.COM](mailto:SALES@CARDINALHOTELROME.COM)

TELEPHONE:

+39 06 632252

FAX: 06 400 45 291

#### RESERVATION DELIVERY

☐ BY FAX TO:

☒ BY EMAIL TO: [SALES@CARDINALHOTELROME.COM](mailto:SALES@CARDINALHOTELROME.COM)

#### ACCOUNTS DEPARTMENT CONTACT DETAILS

NAME: CIRO LANGELLA

POSITION:

FRONT OFFICE MANAGER

EMAIL: [FRONTOFFICE@CARDINALHOTELROME.COM](mailto:FRONTOFFICE@CARDINALHOTELROME.COM)

TELEPHONE:

06 632252