

INCOMER AGREEMENT 2016/17

Contractual partner: Hotel Europa Ges.m.b.H

Contact person - Contracting: Claudio Buono
Position: Business Development Manager
E-Mail: Sales1@grandhoteleuropa.at

Contact person - Reservation/
Allotment/Changes: Jaqueline Eppensteiner
Position: Reservation Manager
E-Mail: info@grandhoteleuropa.at

Postal Address: Südtiroler Platz 2,
A-6020 Innsbruck

Telephone: +43 512 5931

Contractual partner: World Avenues SA

Contact person - Contracting: Tarek Elbially
Position: ---
Email: contracting@world-avenues.ch

Contact person - Close Out: ---

Postal address: 14 Rue Ferrier
CH – 1202 Geneva

Contract address is billing address

Telephone: +41 225481211

Signed, for and on behalf of:
Hotel Europa Ges.m.b.H

Signed, for and on behalf of:

World Avenues SA

Tarek Elbially - Contracting Manager

HOTEL EUROPA Ges.m.b.H.
Südtiroler Platz 2 · A-6020 Innsbruck
UID-Nr. ATU63381735

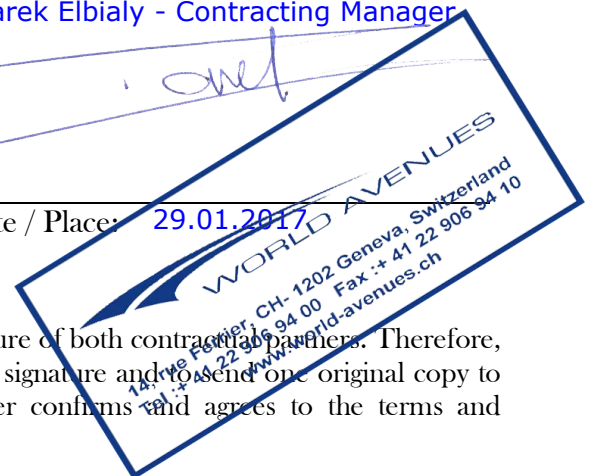
Date / Place: 09/01/17 / Innsbruck

Date / Place: 29.01.2017

The contract will only come into effect with the authorized signature of both contractual partners. Therefore, we kindly ask you to confirm this agreement with an authorized signature and to send one original copy to the hotel. With the authorized signature the corporate partner confirms and agrees to the terms and conditions of this contract.

1. Purpose

The purpose of this contract is to lay out the terms & conditions for the partnership between **World Avenues**, hereafter called the client, and the Hotel Europa Ges.m.b.H, hereafter called the hotel, for the time period Nov 1st 2016 until October 31st 2017.



2. Rates

	Room type	Maximum occupancy	Season I*	Season II*	New Year's Eve*
			01/11 - 25/11/2016 27/11 - 02/12/2016 04/12 - 07/12/2016 11/12 - 23/12/2016 08/01 - 14/07/2017 25/08 - 01/11/2017	25/11 - 27/11/2016 MLOS2 02/12 - 04/12/2016 MLOS2 07/12 - 11/12/2016 MLOS2 23/12 - 28/12 2016 04/01 - 08/01/2017 14/07 - 25/08/2017	28/12/2016 - 04/01/2017 MLOS4 Mandatory NY's Eve Dinner for all bookings over 31" of Dec. (refer to 2.4)
FIT- Rates NET	DSU "Europa"	1	110,00 €	140,00 €	220,00 €
	DSU "Comfort"	1	130,00 €	160,00 €	240,00 €
	Double room "Europa"	2	140,00 €	170,00 €	220,00 €
	Double room "Comfort"	2	160,00 €	190,00 €	240,00 €
	Double room "Superior"	2**	180,00 €	210,00 €	260,00 €
	Studio	2	on request	on request	on request
	"Europa" Suite	2	on request	on request	on request

Group - Rates NET	DSU "Europa"	1	107,00 €	on request	on request
	Double room "Europa"	2	137,00 €	on request	on request
	"Triple" Superior room	3	225,00 €	on request	on request

Additional Services	Half-board (not available Dec. 24 th and 31 st)	FTT	3 course - 28,00 €	4 course - 35,00 €
		Groups	3 course - 25,00 €	4 course - 32,00 €
	Garage (rates are subject to changes since public garage)	FTT / Groups	1 day - 19,00 €	3 days - 38,00 €
	Porterage	Groups	5,00 € p.p. in/out	
	Dog	FTT / Groups	30,00 €	

*Starting and end dates of the respective Seasons refer to the Check in and Check out dates.

**** Child policy/Additional Occupancy**

- Children 0 - 6,99 years free of charge in extra bed when accommodated in parents' room (only possible for max. 1 child and if 2 fully paying persons stay in Double Room "Comfort"/"Superior")
- Children 7 - 11,99 years 25.00 € in extra bed when accommodated in parents' room (only possible for max. 1 child and if 2 fully paying persons stay in Double Room "Comfort"/"Superior")
- Baby cot is available in every room/category free of charge
- For additional persons as of 12 years 55.00 € in extra bed (only possible if 2 fully paying persons stay in Double Room "Superior")

2.1. Rates in general

All rates are in Euro, net per room per night, including breakfast buffet, city tax, service charges and the currently prevailing VAT, effective after conclusion of the agreement. In case of VAT increase during contracted period, the hotel reserves the right to modify the contracted rates accordingly.

2.2. Services included

- 1 bottle of water in the room upon arrival
- Use of relaxation area with sauna, steam bath, infrared cabin and fitness equipment
- Use of WIFI in public areas and guest rooms
- Use of business centre in lobby
- Coffee and tea making facilities in all guest rooms

- 2.3.** The special net rates as a part of the agreement between the company and the hotel cannot be booked via third parties against commission and has to be packaged for the final consumer on-line sales. The Hotel reserves the right to influence the on-line selling rate to the public and control the presentation. The hotel has the right to be removed from such a website and/or cancel reservation lower than the best available rate.
- 2.4.** Rates may be subject to change without notice due to new taxes or other eventualities.
- 2.5.** The rates stated apply only for leisure segment and are not valid for participants of congresses or conferences; in that case separate terms will apply and will be offered. Rates are applicable if the hotel is included free of charge (text and photos) in the contractual partner's catalogue and/or the internet site.

3. RESERVATION, CANCELLATION AND PAYMENT POLICY

3.1 Allotment - hotel and contractual partner have agreed on the following allocation:

Category	Number of Rooms		
	Season 1	Season2	
Europa	On request	On request	
Comfort			
Superior			

3.2 No allotment, all rooms upon request.

3.3 General close-out dates:

26.04. - 28.04.2017

26.05. - 01.06.2017

3.4 Payment conditions for individual tourists

Voucher payment. The full amount is due 30 days after receiving the invoice.

3.5 Cancellation conditions for individual tourists

3.5.1 No costs in case of a cancellation until 18:00 o'clock (CET) 1 day prior to arrival. For later cancellations 100% of the total booking value will be charged to the contractual partner. In case of a "no-show" 100 % of the total stay will be charged to the contractual partner.

3.5.2 For FIT bookings during season 2 cancellations are free of charge till 10 days prior to arrival. For cancellations later than 10 days prior to arrival, the hotel will charge 50% of the total estimated revenue of the booking. For cancellations later than 2 days prior to arrival, the hotel will charge 100 % of the total estimated revenue of the booking.

3.5.3 For bookings during season 3 cancellations until 01st of November 2016 are free of charge. For later cancellations, the hotel will charge 50% of the total estimated revenue of the booking. For cancellations later than 01st of December 2016, the hotel will charge 100 % of the total estimated revenue of the booking.

3.5.4 Early check-out is subject to a fee of 100 % of the total booking value unless the Hotel has been notified by 12:00 o'clock one day prior to the new departure date. In such a case no charges are levied.

3.5.5 Special cancellation terms apply for groups.

3.5.6 Cash or credit card guarantee for extras will be required from the guest upon arrival.

3.6 Particular conditions for groups

- 3.6.1** Group tariffs in force starting from at least 10 rooms (booked together).
- 3.6.2** For each twenty fully paid persons, the twenty first person benefits of a complimentary stay in a double room (max. 4 persons or 2 rooms) on group catering basis.
- 3.6.3** Special rates stated in this contract are valid for leisure groups and not valid for participants of congresses or conferences, in that case separate terms will apply and will be offered.
- 3.6.4** Conditions of group cancellations (unless agreed otherwise):

	up to 20 rooms	more than 20 rooms
Free of charge	Until 30 days prior to arrival	Until 60 days prior to arrival
50 % of total amount	29-15 days prior to arrival	59-40 days prior to arrival
75% of total amount	14-8 days prior to arrival	39-15 days prior to arrival
100 % of total amount	7 days before arrival	7 days before arrival

- 3.6.5** A list of participants (rooming list) must be made available by the contractual partner to the hotel at the latest 7 days prior to arrival date.
- 3.6.6** The client is allowed to release 10% of the total number of rooms booked free of charge 10 days prior to arrival.

3.7 Delay of payment

- 3.7.1** In case the contractual partner does not credit payments in time and the period of delay of payment exceeds 30 days from date of invoice, the hotel reserves the right to require 100% deposit for every next reservation and to close any agreed allotments with immediate effect.
- 3.7.2** In case the contractual partner does not credit payments in time and the period of delay of payment exceeds 60 days from date of invoice, Hotel reserves the right to cancel all bookings and the contract immediately.
- 3.7.3** The hotel will charge default interest in the amount of 3% per day.
- 3.7.4** The contracting parties are committed to provide and confirm a record of receivables and accounts payables per end of year latest by January 31st of the following year.

- 3.8** Regardless of the currency unit/rate, all reservations with payment by credit card or debit card are to be paid in the hotels local currency (Euro). This can lead by payment to fluctuations in the exchange rate. In addition, we point out that by payment with credit card a commission charge from your bank may arise.

3.9 Reservation methods

- 3.9.1** All reservation changes and cancellations require a written confirmation.
- 3.9.2** Reservation has to be made directly to the reservations department of the Grand Hotel Europa to info@grandhoteleuropa.at or by fax: 0043 512 587800

4. General terms and conditions

- 4.1.** This contract replaces all past agreements.
- 4.2.** Check-in from **15:00 o'clock**, check-out until **11:00 o'clock**.

4.3. In case of force majeure any claims for indemnity for damages incurred shall be excluded.

4.4. This agreement shall be governed by and construed in accordance with the Laws of Austria. All terms not specified in this contract are in consideration with the terms and conditions of the Austrian Hoteliers Association (www.oehv.at). Court of jurisdiction is Innsbruck.

4.5. The parties to this contract pledge not to disclose the terms of this agreement, in particular those regarding booking and pricing, to third parties and commit themselves to keep herewith stated conditions as confidential.

4.6. In case that any new government charge is introduced during the term of the agreement it can be added to the above rates without prior notice.

4.7. All prices of third party companies, such as a garage supplier, are subject to change without notice.

