

CONTRACT NO

Concluded on _____

Between:

S.C. Moxa International S.R.L., whose offices are at Mihail Moxa Street, No. 4, 1st District, Bucharest, Romania, branch, registration no. With the Trade Registry: J40/6483/2005, Fiscal code: RO 17456177, Phone: +40 21.650.55.55, Fax: +40 21.650.66.66, E-mail: laura.banciu@hotelmoxa.com , **IBAN EURO: RO52 BACX 0000 0004 9658 7001**, IBAN RON: RO79 BACX 0000 0004 9658 7000, opened with UNICREDIT BANK – Branch – Unirii, SWIFT: BACXROBU, representative by **Laura Banciu , Director of Sales and Marketing and Gratiela Badicu - General Manager**, hereinafter called the **SUPPLIER**

And

World Avenues SA Travel Services, whose offices are at Cofid SA, Route de Frontenex 51, CH-1207 , CP 6169, CH-1211 Geneva 3, Switzerland .Phone:Fax: +..... E-mail....., account no _____, opened with _____ Branch, SWIFT: _____ registration no. with the Trade Registry _____, fiscal code _____, represented by _____, hereinafter called the **BENEFICIARY**

CHAPTER 1. SUBJECT MATTER OF THE CONTRACT

Art.1.1. Hotel services and other tourist services in the “Le Boutique Hotel Moxa” hotel (hereinafter “the Hotel”) for the tourists brought in an organized way by the Beneficiary, subject to the terms and conditions of this Contract.

Art.1.2. The **Beneficiary** shall be provided with spaces for accommodation by the Supplier for the groups of tourists and the individual tourists only within the limits of the free sale agreement of **3 rooms per day**.

Art.1.3. All the services to be provided subject to the provisions of this Contract, including the hotel services and any other tourist services mentioned herein shall be provided in accordance with the quantitative and qualitative standards normally provided by the **Supplier**. For the avoidance of any doubt, the Parties expressly mention that the **Beneficiary** is well aware of and fully satisfied with the qualitative and quantitative standards normally used by the **Supplier**, which shall represent the evaluation basis for the services provided by the **Supplier**.

CHAPTER 2. ACCOMMODATION RATES

RACK RATES:

ROOM TYPE	RATE
Standard	175
De luxe	280
Executive	360

Special rates for World Avenues

* High season: 4.03.2019-18.07.2019;26.08.2019-01.09.2019;27.09-12.12.2019

Room Type	SINGLE RATE	DOUBLE RATE
Standard	62 Euro	72 Euro
Deluxe	70 Euro	80 Euro

**Low season and weekend 01.01 – 03.03.2019 / 19.07.2019 – 25.08.2017 / 13.12.2019-31.12.2019

Room Type	SINGLE RATE	DOUBLE RATE
Standard	52	59
Deluxe	62	72

George Enescu Festival 2 – 26.09.2019

*Rates are valid Monday – Sunday (no weekend period)

Room Type	SINGLE RATE	DOUBLE RATE
Standard	80	90
Deluxe	90	100

*****Week-end:** Friday, Saturday and Sunday

Child: 0-6.99 years old – free without services when sharing parents' bed. Extra bed: 40 Eur/day/pax - ON REQUEST– But please note only in Deluxe and in Executive rooms it can be confirmed. In Standard room there is no place for extra bed.

Free sale : 3 standard rooms and 2 Deluxe room per day with 0 release day in Low Season , 3 days release before arrival on High Season and 5 days during George Enescu Festival.

Art. 2.1. The accommodation rates are expressed in EURO/hotel day (as defined hereunder) and include breakfast, taxes (VAT 5% and 1% City tax), wifi internet , access to fitness center .

A hotel day starts at 15:00 h and ends at 12:00 h PM. In exceptional cases rooms may be vacated the latest at 12:00 h. In case the rooms are still occupied till 18:00, in the last day of accommodation, the **Beneficiary** shall pay to the **Supplier** 30 Euro for the rooms so occupied and in case the rooms are still occupied after 18:00, in the last day of accommodation, the **Beneficiary** shall pay to the **Supplier** the full amount of one night for the rooms so occupied.

CHAPTER 3. RESERVATION OF THE ACCOMMODATION SPACES AND CANCELLATION

Art.3.1. The accommodation spaces will be available with free sale with a maximum number of 3 standard rooms and 2 deluxe rooms per day. If more rooms are requested they will be confirmed upon on availability or by top ups from the **Supplier**. All reservations made under the free sale agreement within the maximum number of 5 rooms are considered confirmed by the **Supplier** unless a close out request was sent 24h prior to the booking date. The **Beneficiary** needs to advise the **Supplier** in written about each reservation made.

Art. 3.2. All the reservations must be sent by Fax: **+40 21 650 66 66** or E-mail: reservations@hotelmoxa.com

Art.3.3. Without derogation from the provisions herein, including but not limited to the provisions in Chap.4 below, the **Parties** shall agree upon a credit limit which will govern the maximum amount the **Supplier** will credit the **Beneficiary** at any time (hereinafter the "Credit limit") regarding the value of the orders issued by the **Beneficiary** for the accommodation spaces .

The orders, whose value will exceed the Credit limit, shall be accepted by the **Supplier** subject to either of the following conditions: either (i) pay to the **Beneficiary** a down payment whose value will depend on the basic value of the ordered accommodation spaces, or (ii) give the **Supplier** an autonomous and irrevocable letter of bank guarantee, payable on the first and simple demand of the **Supplier**, issued by a bank previously accepted by the **Supplier**, for an amount equal to the basic value of the orders.

Art.3.4. The reservation of the accommodation spaces for individuals and groups of tourists shall be made within the limits of availability subject to Art.1.2 above.

The orders shall contain the name and surname of the individuals, the type and category of the services ordered the accommodation period, the bank and the bank account of the payer, the arrival date and hour, the signature of the legal representative, the stamp of the issuer.

Art.3.5. Cancellation for the groups of tourists shall be done for each group in the confirmation and for the individuals at least 24 hours before the beginning of the accommodation period mentioned in the order accepted by the **Supplier**.

Modification, cancellation may be done only in writing.

The accommodation period may be prolonged only upon minimum 24 hours' notice before the expiration of the respective period, and shall be deemed by the hotel as a new accommodation request. Any cancellation after the cancellation time or no shows are going to be charged with the value of the first night of accommodation.

Art.3.6. For groups of tourists, as well as for the periods when the hotel is busy, reservations may be made only and strictly subject to the provisions in art. 3.2. and 4.2 herein.

Art.3.7. Allocation can be closed at any time and must be confirmed by the **Beneficiary** within 24 hours. The **Beneficiary** must supply the **Supplier** with an email address to where close outs or top ups will be sent.

CHAPTER 4. PAYMENT

Art.4.1. The payments between the **Parties** herein shall be made based on the invoices issued by the **Supplier** once a month.

From that moment, the **Beneficiary** shall have maximum 30 days from sending the invoice to make the payment. The payment shall be made by payment order confirmed by the bank or in cash, or in any other accepted legal way (credit cards).

Should the payment term mentioned above be not observed, the **Supplier** shall issued a collection order for the amount to be paid, and, by the day that amount enters the **Supplier's** account, the **Beneficiary** shall pay delay penalties according to art.5.2 herein.

Art.4.2. The ordered services shall be paid fully in Euro, in accordance with the rates mentioned in CHAP.2. ACCOMMODATION RATES.

Art.4.3. Additional services (beside the ones ordered by the **Beneficiary**) shall be paid for by the guest straight at the hotel's Reception desk, unless the reservation request does not specify otherwise.

CHAPTER 5. PENALTIES

Art.5.1. In case of non-observance of the terms of cancellation for the accommodation spaces reserved for individuals or if they fail to turn up at the Hotel, the **Beneficiary** shall pay the **Supplier** the whole value of the ordered spaces for the first day of accommodation, after which the order shall be cancelled.

Art.5.2. Should the **Beneficiary** fail to observe the terms mentioned in CHAP.4 PAYMENT, art.4.1. the **Beneficiary** shall, based on a collection order issued by the **Supplier**, pay 0.1% per day delay penalties of the total amount to be paid. For the avoidance of any doubt, the **Parties** expressly mention that the cumulated value of the delay penalties may exceed the total amounts owed by the **Beneficiary**.

Art.5.3. The present contract is subject to the Romanian Law. Any litigation that might appear must and will be presented and solved under the Romanian Court.

CHAPTER 6. FINAL PROVISIONS

Art.6.1. Possible complaints regarding the services provided shall be expressed in writing and submitted at the **Supplier's** Registration office.

Art.6.2. During the accommodation period, the **Supplier** understands to assure all the ordered and accepted services, and the **Beneficiary** undertakes to previously and correctly inform the tourists with regard to the hotel's by laws and to take all the steps in order to assure that the tourists will observe the hotel's regulations and will not perform any activity against the Romanian law.

Art.6.3. Non-observance of one or more provisions herein, which lasts more than 30 days, shall lead to the termination of this contract. Nevertheless, the **Parties'** undertakings on going at the moment of termination (all the reservations confirmed, financial obligations respectively) shall be fulfilled properly by the **Parties**.

Art.6.4. In case the fiscal laws affect the stability of the prices and the rates, the **Supplier** reserves the right to make the necessary relevant changes in the contract.

Art.6.5. The validity term of this contract: **from signing the contract till 31st of December 2019**– may not be prolonged unless upon a written agreement of both parties.

Art.6.6. The **Parties** state that they comply with all the legal conditions necessary for the execution of this Contract and that they have all the licenses, authorizations, permits, etc. required by the law for performing the activities that are the subject matter of this Contract. Each of the **Parties** shall be liable in front of any authorities of third parties for the absence of inefficiency of any of its licenses, authorizations, permits, etc.

Beneficiary
Marwa Emad
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Contracting Agent
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Le Boutique Hotel Moxa

Gratiela Badicu
General Manager

Laura Banciu
Director of Sales and marketing