

Milan, 04/07/2017

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

To the kind attention of Amira Elbatal

Re: Contract FIT 2017/2018

Dear Amira Elbatal,

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:

Phone **+39 02 88311**
Fax **+39 02 8057964**
E-mail **reservations.rosa.mi@starhotels.it**
Contact **Agostino Buggio – 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

Agostino Buggio
General Manager
Starhotels Rosa Grand



Encl/4 pages

Terms and Conditions

RATE PLAN

2017/2018 SUPERIOR ROOM	Peak Periods (Fair Periods as per attached list)		High Season		Shoulder Season		Low Season	
	from (included)	to (included)	from (included)	to (included)	from (included)	to (included)	from (included)	to (included)
			07/05/2018	28/06/2018	01/11/2017	20/12/2017	21/12/2017	07/01/2018
			27/08/2018	31/10/2018	08/01/2018	06/05/2018	27/07/2018	26/08/2018
					29/06/2018	26/07/2018		
	MOBILE	Fair Periods	Week	W.E.	Week	W.E.	Week	W.E.
Double per person	254,00	215,00	121,00	94,00	102,00	84,00	84,00	84,00
Single supplement	230,00	199,00	121,00	94,00	102,00	84,00	84,00	84,00
Triple supplement (Superior only)	110,00	100,00	82,00	67,00	69,00	57,00	57,00	57,00
Deluxe supplement per room (triple only on request)	40.00 €		30.00 €		30.00 €		30.00 €	
Executive supplement per room (max occupancy 2 people)	90.00 €		90.00 €		70.00 €		70.00 €	
Meal supplement	40.00 €		35.00 €		35.00 €		35.00 €	

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

Rack rates 2017: Double room for single use and Double room € 1.500,00

1. Rates

1.1 The contract includes the Hotel rates valid from 01/11/2017 to 31/10/2018 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

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: 2.00pm – 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 not valid for Business Travel, Incentive, Congresses and during Exhibitions.

1.7 All rates granted to World Avenues SA are intended net and to be used for worldwide B2B channels only. Activation in B2C distribution channels will be considered as breach of contract and will result in the immediate termination of the present 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 (Oct, 31th, 2018), whenever the daily BAR rate 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 (best available rate unrestricted) or 20% discount on the following public rates: pay now-not refundable, minimum stay 2/3 nights, room only, 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 2017/2018 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 in 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 48 hours prior to arrival by 4 p.m local time
- Low and Shoulder season: no penalties for cancellation received within 24 hours prior to arrival by 4 p.m.local time
- Fair Period: no penalties for cancellation received within 14 days prior to arrival by 4 p.m. local time
- No - show and late cancellation: 1 night will be charged
- 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.

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 Rosa Grand Milano - Starhotels Collezione is a luxury hotel near Duomo in Milan city center that perfectly captures Milan's mix of the innovative and the inspiring. Widely acclaimed as one of the best hotels in the city centre of Milan, the Rosa Grand puts you in the heart of the city's historic district.

The magnificent Duomo di Milano, the world-famous La Scala Theatre and the city's elegant Via Montenapoleone shopping street are a five-minute walk away.

The refurbished interior exudes Italian craftsmanship with each of the 330 rooms fusing impeccable comfort with chic Italian style.

5. Terms of payment:

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

Payment within 30 days date of invoice

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.

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. Applicable Law and disputes

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

8.2 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.

9. 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.

Agostino Buggio
General Manager
Starhotels Rosa Grand



World Avenues SA

Amira El Batai
Contracting Agent

8.07.2017

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