

## Breidenbacher Hof, a Capella Hotel LEISURE CONTRACT 2016/2017

**COMPANY NAME** World Avenues SA- Travel Services  
Full Name Tarek Elbially  
Title Travel Services  
Address 14, Rue Ferrier  
1202 Geneva  
Switzerland  
Tel: +20122 1412612  
E-mail: contracting@world-avenues.ch

Date February 9<sup>th</sup>, 2016

### **BREIDENBACHER HOF, A CAPELLA HOTEL - LEISURE CONTRACT**

Dear Tarek,

Warm greetings from the Breidenbacher Hof, a Capella Hotel!

Thank you very much for your interest in continuing our cooperation.

We are pleased to submit to you our wholesale contract for FIT bookings.

Below are details on our room categories offered in this contract.

- Superior Room (41 sqm)
- Deluxe Room (48-55 sqm)
- Capella Suite (76 sqm)
- Executive Suite (96 sqm)
- Grand Suite (120 sqm)
- Presidential Suite (172-222 sqm)

Please be so kind and return a signed copy of this contract within 15 days at your convenience.

On behalf of Breidenbacher Hof,  
a Capella Hotel  
Name: Carolin Beuster  
Title: Director of Sales

Accepted by World Avenues SA- Travel Services

Name: Tarek Elbially  
Title: Travel Services

Signature:  
Date: 16.02.2016

## Breidenbacher Hof, a Capella Hotel LEISURE CONTRACT 2016/2017

**COMPANY NAME** World Avenues SA- Travel Services  
Full Name Tarek Elbialy  
Address 14, Rue Ferrier  
1202 Geneva  
Switzerland

**and** WPHG Düsseldorf Operating GmbH,  
Breidenbacher Hof, a Capella Hotel  
Königsallee 11  
D-40212 Düsseldorf  
Germany

**Validity:** 1<sup>st</sup> April, 2016 – 31<sup>st</sup> March, 2017  
**Currency:** EUR  
**Rate basis:** per room per night; applicable for single or double occupancy (if not indicated differently), inclusive of tax, service charge and daily breakfast for 2 persons per room; applicable for bookings from 1 to 3 rooms.

Room category	Period	Validity	Contract rates	Allotment	Cut-off date
Superior Room	1 April 2016 – 10 July 2016	Mon-Sun	295,-	free sale	
Deluxe Room	1 April 2016 – 10 July 2016	Mon-Sun	355,-		
Capella Suite	1 April 2016 – 10 July 2016	Mon-Sun	600,-	on request	
Executive Suite	1 April 2016 – 10 July 2016	Mon-Sun	1.900,-		
Grand Suite	1 April 2016 – 10 July 2016	Mon-Sun	2.400,-		
Presidential Suite	1 April 2016 – 10 July 2016	Mon-Sun	6.000,-		

Room category	Period	Validity	Contract rates	Allotment	Cut-off date
Superior Room	10 July 2016 – 10 September 2016	Mon-Sun	320,-	free sale	
Deluxe Room	10 July 2016 – 10 September 2016	Mon-Sun	370,-		
Capella Suite	10 July 2016 – 10 September 2016	Mon-Sun	700,-	on request	
Executive Suite	10 July 2016 – 10 September 2016	Mon-Sun	1.900,-		
Grand Suite	10 July 2016 – 10 September 2016	Mon-Sun	2.400,-		
Presidential Suite	10 July 2016 – 10 September 2016	Mon-Sun	6.000,-		

Room category	Period	Validity	Contract rates	Allotment	Cut-off date
Superior Room	10 September 2016 – 31 March 2017	Mon-Sun	295,-	free sale	
Deluxe Room	10 September 2016 – 31 March 2017	Mon-Sun	355,-		
Capella Suite	10 September 2016 – 31 March 2017	Mon-Sun	600,-	on request	
Executive Suite	10 September 2016 – 31 March 2017	Mon-Sun	1.900,-		
Grand Suite	10 September 2016 – 31 March 2017	Mon-Sun	2.400,-		
Presidential Suite	10 September 2016 – 31 March 2017	Mon-Sun	6.000,-		

### BLACK-OUT DATES

Kindly note that the above mentioned contract rates and allotments are not available on the following dates:

<u>Fair</u>	<u>Date</u>	<u>Cancellation Deadline</u>
Prowein	12-15 March 2016	14 days
Wire & Tube	03-08 April 2016	14 days
DRUPA	30 May - 10 June 2016	60 days
Glasstec	19-23 September 2016	14 days
K	18-26 October 2016	60 days
Medica	13-17 November 2016	60 days
Valve	28 November - 1 December 2016	14 days
Prowein	18-21 March 2017	14 days
Euroshop	4-9 March 2017	60 days

On behalf of Breidenbacher Hof,  
a Capella Hotel  
Name: Carolin Beuster  
Title: Director of Sales

Accepted by World Avenues SA Travel Services

Name: Tarek Elbiary  
Title: Travel Services

14, rue Ferrier, CH-1202 Geneva, Switzerland  
Tel.: +41 22 906 94 00 Fax: +41 22 906 94 10  
www.world-avenues.ch

Signature: \_\_\_\_\_  
Date: 16.02.2016

## RATES INCLUSIONS

- Check-in on arrival date and check-out on departure date at any desired time without charge.
- The service of your Capella Personal Assistant.
- Complimentary usage of wireless internet access.
- Daily breakfast at Brasserie "1806", our restaurant.
- Complimentary in-room refreshments inclusive of bottled water, juices and soft drinks as well as tea & coffee making facilities.
- Exclusive and complimentary access to our Capella Living room with fruits, sweets and refreshments.
- Welcome amenities upon arrival.
- A selection of newspapers delivered daily.
- Free access to our spa including gym, pool, sauna and steam room – exclusively for hotel guests.

## MEAL RATES

- A-la-carte lunch and dinner are available at our restaurant – Brasserie "1806".

## CONTRACT TERMS AND CONDITIONS

### 01. RATES & TAXES

- All contract rates are quoted net and non-commissionable. All government taxes and service charges are included (subject to change).
- Rates may increase without notice due to any changes in, or imposition of government charges, taxes or levies.
- Rates are valid for inbound individual leisure guests only. Rates for groups from 05 rooms, meetings, incentives, conventions or exhibitions may vary and are subject to availability.
- Rates are not valid until a signed copy of this contract is returned to the hotel, so as to have your rates loaded into the hotel's reservation system.
- Contract rates are applicable on the Tour Operator's account against an official authorized voucher. Should guests pay by personal account or extend their stay, best public rates will apply.
- Rates are not guaranteed for last room availability. In this case, best public rates will apply.

### 02. DISTRIBUTION OF CONTRACT RATES

- Contract Rates are only valid for **Time Europe International Travel Service GmbH**.
- Contract Rates cannot be offered by the Tour Operator direct to the consumer via the Internet, or by any other internet channels, through owned, affiliated or subsidiary companies, without prior written approval from Capella Hotels and Resorts (to be given or withheld in Breidenbacher Hof, a Capella Hotel's absolute discretion).
- Internet rates are available by contacting Breidenbacher Hof, a Capella Hotel.

On behalf of Breidenbacher Hof,  
a Capella Hotel  
Name: Carolin Beuster  
Title: Director of Sales

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Title: Travel Services

Signature:  
Date:  
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Signature:  
Date: 16.02.2016



- The Contract Rates are not to be offered, knowingly or unknowingly, to any party that distributes or retails via the Internet, or to any party that causes to distribution or retailing via the Internet.

### 03. RESERVATIONS

- Reservation requests must be sent in writing by fax or email to [reservations.breidenbacherhof@capellahotels.com](mailto:reservations.breidenbacherhof@capellahotels.com) with all necessary details.
- Reservations will not be considered as confirmed until the Tour Operator receives confirmation in writing from the Hotel. In case no prior reservations are made, best public rates will apply.
- Telephone availability checks are not considered as a commitment for the reservation. The Hotel is not required to provide verbal confirmation of availability.

### 04. ARRIVAL / DEPARTURE TIME

- Check-in at any desired time on arrival date without charge. However, availability for the desired check-in time to be **confirmed** by the Hotel upon Hotel's occupancy. Breakfast is not included in room rate on day of arrival.
- Check-out at any desired time on departure date without charge. However, availability for the desired check-out time to be **confirmed** by the Hotel upon its occupancy.

### 05. CHILDREN POLICY

- Maximum two (2) adults and one (1) child less than 12 years of age can stay in one (1) **Superior room in existing bedding** (no extra bed possible). The child can stay free of charge with the parents.
- Baby cot for infant is free of charge.
- Maximum two (2) adults and two (2) children or three (3) adults can stay in one (1) **Deluxe room in existing bedding plus one (1) extra bed**. The charge for one extra bed is EUR 90 per night including breakfast.
- Baby cot for infant is free of charge.

### 06. ALLOTMENTS


- Allotments negotiated must materialize at a ratio higher than 80%. If this level is not achieved, the hotel reserves the right to reduce allotment size to match allotment materialization criteria. Evaluation will take place each three (03) months.
- Hotel automatically releases negotiated room allotment space at agreed release dates. Reservations after release date are on request only basis, via the Hotel reservations department only.

### 07. BROCHURE INCLUSION

- When Breidenbacher Hof, a Capella Hotel is included in an overseas Tour Operator/Travel Agent's brochure, a pre-copy must be signed off by the Hotel prior to printing. Otherwise, incorrect information will be the responsibility of the Tour Operator/ Travel Agent and not of Breidenbacher Hof, a Capella Hotel.

On behalf of Breidenbacher Hof,  
a Capella Hotel  
Name: Carolin Beuster  
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Title: Travel Services  
14, rue Ferrière CH-1202 Geneva, Switzerland  
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[www.worldavenues.ch](http://www.worldavenues.ch)  
Signature:   
Date: 16.02.2016

## 08. CANCELLATION / AMENDMENT / NO-SHOW POLICIES

Number of rooms reserved	01 to 05 rooms	06 and more rooms
Deadline for cancellation/ amendment without charge	07 days prior to arrival date	14 days prior to arrival date
Cancellation/ amendment/ shortening of stay made on arrival date or no-show	90% charge of total cancelled/ amended/ shortened stay or no-show stay	
In case of no-show	90% of total room charge will be levied as no-show charge. Space for subsequent nights will be released for resale	
Full name list	To be provided at moment of booking	

## 09. PAYMENT

- To be referred to credit application result in a separate document. Should there be no credit facilities, pre-payment to be settled to hotel 07 days prior to arrival date.

## 10. BANK DETAILS

Commerzbank AG  
Bank account Nr. 02 323 291 00  
IBAN DE85 30080000 0232329100  
Swift-Bic.: DRES DE FF 300

## 11. AMENDMENTS

- Amendments to this contract shall only be valid if made in writing and signed by the Hotel. Telephone changes are not accepted.  
- The waiver of any terms and conditions for one particular occasion shall not be deemed a waiver of such terms and conditions on any future occasions.

## 12. CONFIDENTIALITY

- The Tour Operator/ Travel Agent confirm and agrees that this agreement is confidential. The Tour Operator/ Travel Agent shall not in any circumstance divulge or permit to be divulged the contents of this agreement.  
- Contracts may not be transferred from one company to another without specific authorization of the hotel.

## 13. RIGHT TO TERMINATE

- If either the Tour Operator or Hotel fails or neglects to perform or observe the covenants it is required to perform or observe under this agreement ("the defaulting party") and such failure continues for a period of 07 days after service of a notice from the other of them ("the non-defaulting party") calling upon the defaulting party to remedy the failure, then the non-defaulting party can terminate this agreement without prejudice to any rights of the parties arising prior to such termination and any rights of action or remedies of the non-defaulting party in respect of the breach, non-performance or non-observance of a covenant or term of this agreement.

On behalf of Breidenbacher Hof,  
a Capella Hotel  
Name: Carolin Beuster  
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#### 14. GENERAL TERMS AND CONDITIONS

- Our general terms and conditions are part of this leisure contract. (Attachment 1)

#### 15. ACT OF GOD


- In the event of an Act of God or of unpredictable events against which it is powerless or which are beyond reasonable control, the party concerned (the hotel or the Tour Operator/Travel Agent) shall be released from its obligations without compensation.

#### 16. JURISDICTION

- In the event of dispute, including disputes for checks and bills of exchange, the courts at the location of the hotel's registered office shall have exclusive jurisdiction for commercial transactions. Insofar as a contacting party fulfills the requirements of § 38, pam. 2 of the German Code of Civil Procedure and does not have a general venue within the country, the courts at the location of the hotel's registered office shall have jurisdiction.

On behalf of Breidenbacher Hof,  
a Capella Hotel  
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