



STRICTLY CONFIDENTIAL

Rome, 17th October 2016

Rif.: GHVV2017/FIT035

Agency details	Hotel details
World Avenues SA - Travel Services 14, rue Ferrier CH-1202 Geneva - Switzerland e-mail: contracting@world-avenues.ch tel. +41 22 906 94 00 fax + 41 22 906 94 10 Ref. Mr. Tarek Elbialy	Grand hotel via Veneto Via Vittorio Veneto, 155 00187 - Rome (Italy) e-mail: reservations@ghvv.it tel. +39 06 487881 fax +39 06 23326929 Ref. Ms Roberta Valorani

Thank you for choosing Grand hotel via Veneto, we are glad to confirm our special FIT rates as follows :

SEASONALITY 2017										
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
LOW	9 jan		9 mar							30 oct 31 oct
SHOULDER			10 mar	27 apr			3 jul		10 sep	
HIGH				28 apr			2 jul		11 sep	29 oct

VALIDITY

Rates and conditions will be applied from **January 9th** to **October 31st 2017**.

DISTRIBUTION

Rates only valid for **off line distribution**.

BENEFITS AND OFFERS

Children up to the age of 2 years stay free of charge; baby cots are provided free of charge by the hotel.

Wi Fi Internet connection is available in all guest rooms and public areas on complimentary basis.

For the entire duration of their stay, guests may download international newspapers and magazines on their devices (tablet-pc-smart phone), which can also be read *off-line* while outside the hotel or/and at the end of their stay.

Access to our Technogym Fitness Centre, and *Solarium* during summer period, is included in the room rate.

Additional benefits, related to the room category and special packages, will be communicated at a later stage and valid for a specific period of time. Special offers related to the room category or type of stay, that is to say length of stay, will be communicated at a later stage and valid for a specific period of time.

RATES

ROOMS

ROOM TYPE	SUP <i>Superior</i>	SPL* <i>Superior Plus</i>	DLX* <i>Deluxe</i>	GDX* <i>Grand Deluxe</i>	GDV* <i>Grand Deluxe Via Veneto</i>
DIMENSION	27-30mq.	32-42mq.	31-38mq.	35-41mq.	31-39mq.
MAX OCC.	2	3	2 / 3	2	2
VIEW	court view	internal view	internal or court view	street view	via Veneto view
RACK RATE	€ 591	€ 618	€ 711	€ 773	€ 847
FIT RATE					
LOW	€ 230	€ 232	€ 280	€ 339	€ 349
SHOULDER	€ 305	€ 317	€ 358	€ 416	€ 425
HIGH	€ 364	€ 392	€ 411	€ 465	€ 478
FREE SALE					
LOW	4	4	8	2	3
SHOULDER	2	2	4	1	1
HIGH	1	1	1	1	1
ALLOTMENT					
LOW	-	-	-	-	-
SHOULDER	-	-	-	-	-
HIGH	-	-	-	-	-

SUITES

CATEGORIA	JUN* <i>Junior Suite</i>	OPE* <i>Open Suite</i>	OVV* <i>Open Suite Via Veneto</i>	COR <i>Corner Suite</i>	STR* <i>Star Suite</i>
DIMENSION	41-50mq.	47-50mq.	40-49mq.	58-65mq.	66mq.
MAX OCC.	2 / 3	3 / 4	4	4	4
VIEW	street or internal view	street view	via Veneto view	via Veneto & street view	internal terrace
RACK RATE	€ 969	€ 1.240	€ 1.510	€ 2.210	€ 3.500
FIT RATE					
LOW	€ 400	€ 544	€ 714	€ 1038	€ 1640
SHOULDER	€ 500	€ 655	€ 835	€ 1225	€ 1950
HIGH	€ 577	€ 738	€ 929	€ 1380	€ 2220
FREE SALE					
LOW	2	7	-	-	-
SHOULDER	1	3	-	-	-
HIGH	1	1	-	-	-
ALLOTMENT					
LOW	-	-	-	-	-
SHOULDER	-	-	-	-	-
HIGH	-	-	-	-	-

*Room types SPL-DLX-GDX-GDV-JUN-OPE-OVV-STR can have Twin beds.

Penthouse and Royal Suite rates are available only on request.

WORLD AVENUES
World Avenues Switzerland
Tarek Ebialy
Contracting manager
2.10.2017
14, rue Ferrier, CH- 1202 Geneva, Switzerland
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www.world-avenues.ch

RATES

All the above rates are to be considered per room, per night and up to a maximum of two people; VAT [currently 10%], city tax [currently € 7,00 per person per night] and breakfast are not included.

FREE SALE

Please refer to the room types and quantity specified in the above chart.

Release free sale: 48 hours

BLACKOUT DATES

- From April 13th to 17th (Easter)
- May 1st (Labour day)

The above mentioned blackout dates can be modified and new ones can be added.

BEST AVAILABLE RATE

For reservations made at BAR rate or rates derived by BAR (packages) **20% commission** net vat will be applied.

For bookings made at BAR rates or any rate derived from BAR (packages), commission can be claimed only after the guest's departure sending a commission invoice to our accounting department at the e-mail simona.sacchetti@ghvv.it.

BREAKFAST	ADULT	CHILD	INFANT
		3-12 yrs	0-2 yrs
If purchased before arrival, upon reservation	€ 20	€ 10	free
If purchased directly at the Hotel after the arrival	€ 30	€ 15	free

The cost for the breakfast is per person, vat excluded [currently 10%].

THIRD BED SUPPLEMENT	ADULT	CHILD	INFANT
		3-12 yrs	0-2 yrs
Third bed available in the following room types: SPL-DLX-JUN-OPE-OVV-COR-STR-PEN-ROY	€ 80	€ 40	Free in crib

Third bed supplement is per night, per person (kindly consider the maximum occupancy specified in the chart), vat [currently 10%] and breakfast are excluded.





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CANCELLATIONS

Cancellations and/or amendments have to be communicated by the Agent in writing within and no later than:

- **48 hours** before the arrival date (13:00 local time) **in low and shoulder season**;
- **72 hours** before the arrival date (13:00 local time) **in high season**.

For changes or cancellations received after our cancellation period, the Hotel will apply a penalty of one night of stay, to be charged on the credit card given as guarantee at the moment of reservation.

CHECK-IN / CHECK-OUT

The room will be at your disposal from **2 p.m.** of the arrival date (check-in) until check-out time by **12 p.m.** (noon) on your departure date (check-out).

If the check-in is made before 2:00 PM, it will be necessary to book the room starting from the previous night. If the check-out is made after 2:00 PM and within 6:00 PM, 50% of the room cost will be charged; if it is made after 6:00 PM, 100% of the room cost will be charged.

APPLICABILITY

The above rates must be considered for individual reservations only for a **maximum of 9 rooms per night**. For reservations over **8 nights** or **10 rooms** and for groups, events and meeting requests please contact our Sales Department at the e-mail address sales@ghvv.it

The present offer, rates, commissions, offers are bound by the acceptance of "Terms and legal conditions" and of "Terms and conditions of the contract", hereto indicated as part of the present offer.

RESERVATIONS

For direct reservation, please contact our Reservations Department, by e-mail reservations@ghvv.it or by fax + **39. 06 48 78 87 88** mentioning the reference number indicated in the subject line of this letter. *Reservations must be guaranteed by a valid credit card.*

PAYMENT

The payment for the overall stay must be paid **within 30 (thirty) days** from the receipt of the invoice through:

- Bank transfer IBAN: IT 77 J 01030 03250 000063346241 (BIC/SWIFT PASCTM1R50)
Bank expenses will be charged to the payer;

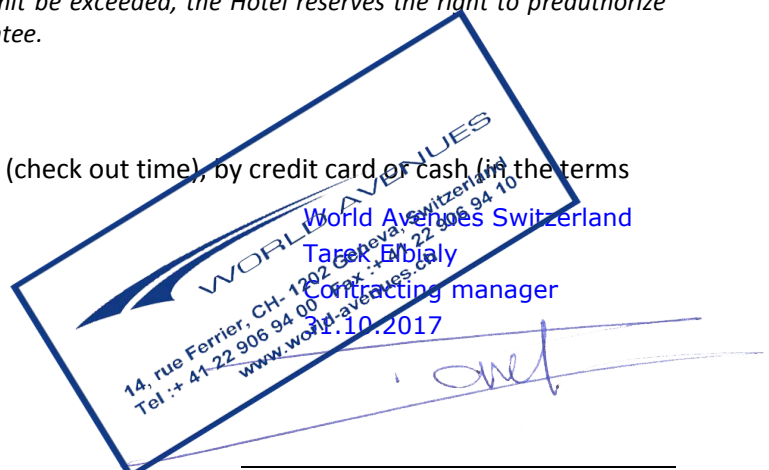
- Credit card

Cheques or cash payments exceeding the limits allowed by Italian law will not be accepted.

*Credity facility granted is **euro 10.000,00**. Should this limit be exceeded, the Hotel reserves the right to preauthorize the exceeding amount on the credit card given as guarantee.*

INCIDENTALS

All incidentals must be paid upon Guest's departure (check out time), by credit card or cash (in the terms allowed by Italian law); Cheques are not accepted.





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CONFIDENTIALITY AND AMENDMENTS

Rates are strictly confidential and are subject to change without notice; changes will not affect confirmed reservations; other verbal and/or written agreements preceding this present contract are void.

VALIDITY

The present "offer" will become an "agreement" once approved and accepted by your legal representative. It should be carrying the initials of the legal representative on every page as well as the full signature and stamp at the final page of this document. This offer shall be sent back not later than **7 (seven) days** from the receipt.

After this date, the offer will be considered void. In case of acceptance, the Agreement will be valid from January 9th to October 31st 2017.

* * *

With very best regards,

Roberta Valorani
Sales Manager
GRAND HOTEL VIA VENETO

The Company, for acceptance and agreement



[date, stamp and signature (+signatory's name and surname)]

Accounting Manager
Grand hotel via Veneto

Internal use

CODE 1: _____
CODE 2: _____
CODE 3: _____
CODE 4: _____

WARNING

All the information included in this document are confidential and might be actionable. This is addressed to the addressee only. If the receiving party is not the intended addressee, the disclosure of the contents of this document, its copy, its distribution or any action taken or omitted, resulting from such unauthorized acts, are forbidden and unlawful.



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TERMS AND LEGAL CONDITIONS

Definitions -The terms in capital used in the present agreement and unexplained should have the following meaning:

“Agreement” stands for the present Agreement, as well as any possible attachment.

“Agent” stands for the physical or juridical person who acts, in his/her own name, and the direct assumption of obligation on behalf of his/her clients.

“Room” stands for the accommodation at the Hotel.

“Agent’s Client” stands for the Guest who is the object of the reservation by the Agent.

“Effective date” stands for the date shown at the bottom of the signature of this Agreement by the Agent, given the validity term of this proposal.

“Reservation Data” are the information personally recognizable (information that can be traced back to a specific client such as name, address, telephone number, mail address or invoice details) of any client booking a Room at the Hotel, through the Agent, as per this Agreement.

“Hotel” stands for “Grand hotel via Veneto”, located in Rome, in via V. Veneto, n. 155, which undertakes to make its rooms available, upon availability, to the Agent for the commercialization following this Agreement.

“Taxes” stands for VAT and any other possible tax on sale and use of Hotel services, stay, on tenancy of goods and services.

“Package only” stands for a Room sold in a package together with one or more elements that are related to the journey, such as flight tickets, car rent, restaurants reservations and/or exhibitions tickets.

“Part” stands for, by the context, the Agent or the Hotel; collectively they are referred to as “Parties”.

“Room Only” stand for a Room made available individually and not as part of a “trip packet”.

“Rate” stands for the applicable rate to a certain class of Rooms and rules, including terms and conditions related to it, with no limitations: cancellation, pre-booking, “no-show”, participation policy to fidelity programs.

“Standard rate” stands for (a) the net rate for a room, besides (b) each and every applicable fee on the net rate, and (c) any other compulsory expenses charged to the Hotel client or in connection with Rooms sale, such as additional costs for electricity consumption and tips (but not only the accessory charges that the Client could stand to his/her own discretion for any goods and/or services acquired directly at or through the Hotel, such as, with no limitations, mini-bar, room service, pay-per-view films, additional guests charges, extra bed or telephone call charges).



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“Net Rates” stands for reduced rates for rooms offered as per this Agreement and that are not directly offered to the general public. The Agent, without the Hotel consent, will not make these rooms available (=Room Only) at Net Rates applied only for Rooms included in “package trips “(=Package only).

TERMS AND CONDITIONS OF THE CONTRACT

Representations / Guarantees – Each Party represents and guarantees to have company right or other legal right, power and authority in order to sign this Agreement and to comply with all its obligations, and that this Agreement constitutes legal obligation, valid and binding of that Party, practicable against that Party in accordance with its terms. The Hotel represents and grants that operates in compliance with Italian laws.

Contract duration / Term – The duration of this Agreement will start from the Effective Date and will continue for reservations by Guests arrived up to the end of its duration term, except from earlier cancellation as for this Agreement. At the expiration, this Agreement can be renewed exclusively through the drawing up of a new contract. The Hotel has the right to rescind unilaterally this Agreement, in every moment, even before its arranged termination. The obligations of the Parties as per this Agreement that, by their own nature, would continue beyond its expiration term or the rescission date, included, without limitations, the responsibilities and the obligations, pondered before that term or expiration, will survive and every Party will maintain each and every right by the Italian laws in force.

Licence limitations - As per the terms and conditions of this Agreement, the Hotel will have the faculty to grant the Agent, exclusively in written form, the non-exclusive right and licence, royalty-free, for the duration of this Agreement, to use, reproduce or show, in any size, on the Agency Sites and on promotional material: (a) the logos, commercial names, service brands and logos (“authorized brands”) and (b) images, photos or description (or any part of them) of the Hotel (“authorized contents”) every time they are provided or made available to the Agent from or on the part of the Hotel itself. The Agent accepts not to make use of authorized Brands or Contents in a way that could be harmful or have a material impact affecting negatively the reputation associated to the authorized Brands, diminish their value or the company image, the activity or the Hotel reputation, even in an involuntary way.

Possible promotional materials produced directly by the Agent and containing what indicated under point a) and b) will have to be previously authorized, by the Hotel in written form.

Room Access - Through this Agreement, the Hotel gives to the Agent the non-exclusive right to make Hotel Rooms available for reservation by Clients of the Agent under the terms and conditions defined by this Agreement.

Benefits - The Agent agrees that the benefits within this Agreement are granted in exchange of, and depends from the adherence to this Agreement.

Rate Policy - the Hotel confirms that Room Rates offered to the Agent, as per this Agreement, are those indicated in the proposal and are to be intended net of commissions, for the Hotel. Any possible expense will be care of the Agent. It is agreed that the Agent will not, in any case, have the possibility to propose rates higher than those indicated in this Agreement. The non-observance of this latter clause will void this Agreement.



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Availability - The Hotel has no obligation to allocate rooms in favor of the Agent

Cancellation / "No-Show" - The Hotel will accept possible cancellation made exclusively by the Agent and in no case by the Guest. In case of cancellation of late reservation or "no-show", a penalty corresponding to the first night stay rate will be applied, without any further communication.

Stay extension - In case that a Guest wishes to extend its stay beyond the date of his/her reservation, he/she will have to negotiate the rates and make the payment directly at the Hotel (according to availability). The Hotel will not be obliged to pay the Agent any additional cost nor it will be obliged to pay additional costs deriving for the extension of the stay.

Guests Data - Each Party accepts to own the reservation Data given to it directly or indirectly by any Guest or in the process of Reservation through the Agent's Sites or during the stay at the Hotel. With the only purpose of facilitating the process, the Reservation Data can be transmitted from one Party to the other, since: (a) each of the Parties is compliant with the law, rules and regulations in force and the current privacy policy; (b) possible revelations to third parties are made on the sole purpose of facilitating the above-mentioned reservation process and under the strictest discretion.

Confidential Information - Confidential information of each Party are made by each and every piece of information and material revealed by the revealing Party to the receiving Party (in written, verbal, electronic or in any other form) that is signaled or identified as (or provided under circumstances reasonably indicating so) confidential or proprietary. Each of the Parties will maintain the confidential information of the counterparty under the utmost discretion and will not reveal those confidential information to third parties nor it will make use of these for other purposes, besides those indicated in this Agreement, without the previous written consent of the counterparty.

These restrictions will not apply to information otherwise confidential that (i) are already acknowledged by the receiving Party, (ii) becomes, not because of or by the action of the receiving Party, publicly known, (iii) are received by the receiving Party from a third party without a limitation on revelation or use, or (iv) are independently developed by the receiving Party without any reference to confidential matter.

Force majeure - No Party will be considered deficient or otherwise responsible as per this Agreement for the incapacity of observing its obligations in case of fire, earthquake, inundation, epidemic, incident, explosion, accident, strike, lock out, trade union dispute, revolt, disturbance of the public order, act of public enemy, embargo, any executive, administrative or judicial order (not resulting from acts or omissions that would constitute the non-fulfillment as per this Agreement), or any failure or delay of the transport, electric energy or communication system or any other cause beyond the control of the said Party.

Communication - The communication under this Agreement will be given in writing and be delivered personally or through registered post or through express courier and sent, in the case of the Hotel, to the address indicated on the first page of this Agreement and, in the case of the Agent, to the address indicated on the first page of this Agreement. These communication will be considered successfully delivered: (a) upon receipt, if delivered personally or sent through registered post; (b) when the receipt is confirmed if the communication is sent through express courier or other mailing service.



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Modifications / Derogations - Any modification of this Agreement will have to be notified in written form and signed by the Hotel and the Agent. In spite of the above, the Hotel can update the terms and conditions of this Agreement with a prior written notice sent by the Agent within fifteen (15) days. If the Agent does not communicate to the Hotel within the term of fifteen (15) days that it does not agree with those updated terms and conditions, these will be considered as accepted by the Agent. In the event that the Agent decides not to accept those terms and conditions, the Hotel will have the faculty to rescind this Agreement. It will not be made any derogation of any term and condition of this Agreement nor it will be justified any violation of the latter, except in the case that this derogation or justification have been communicated in written form by registered mail or have been executed by the Party against which this derogation or justification is claimed.

Exclusions and guarantees - The Hotel will not be responsible, in any way, of what is set by the Agent, towards the Guest and third parties that hold with the Agent relations connected with its activity.

Enforceable Law / Place of jurisdiction - This Agreement is subjected, in an exclusive way, independently from the place of its subscription, to the Italian laws. Any possible controversy surging about the content and execution of this Agreement, will be within the Juridical Authority of Rome, excluding any possibility of arbitration.

