

Milano, July 30th 2016

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

To the kind attention of Mr Tarek Elbially

Re: Contract FIT 2016/2017

Dear Mr Tarek Elbially

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

2016/2017 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)
			02/05/17	28/06/17	01/11/16	16/12/16	17/12/16	08/01/17
			28/08/17	31/10/17	09/01/17	01/05/17	28/07/17	27/08/17
					29/06/17	27/07/17		
	High Fair MOBILE	Medium Fair	Week	W.E.	Week	W.E.	Week	W.E.
Double per person	245,00 €	199,00 €	118,00 €	91,00 €	99,00 €	82,00 €	82,00 €	82,00 €
Single supplement	225,00 €	199,00 €	118,00 €	91,00 €	99,00 €	82,00 €	82,00 €	82,00 €
Triple supplement (Superior only)	110,00 €	100,00 €	82,00 €	67,00 €	66,00 €	55,00 €	55,00 €	55,00 €
Deluxe supplement per room (triple only on request)	40.00 €		40.00 €		30.00 €		30.00 €	
Executive supplement per room (max occupancy 2 people)	90.00 €		90.00 €		70.00 €		70.00 €	
Meal supplement	40.00 €		40.00 €		35.00 €		35.00 €	
ALLOTMENT	Not available		Not available		Not available		Not available	
RELEASE	14days		7days		3days		1days	

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

Rack rates 2016: Double room for single use and Double room € 1.300,00

1. Rates

1.1 The contract includes the Hotel rates valid from 01/11/2016 to 31/10/2017, 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.

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.

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 (see calendar) prior to arrival by 4 p.m. local time
- No - show and late cancellation fees:
 - 1 night fee for up to 3 nights reservation.
 - 2 nights for up to 5 nights reservation.
 - 3 nights fee for up to 6 nights reservation.

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 Starhotels Website description.

6. Terms of payment:

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

Payment within 30 days date of invoice (per operatori con AR number)

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 In the event of decrease of the Hotel capacity due to any reason, including unpredictable reasons or structural reasons, the Hotel shall have the right to renegotiate the present contract.

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.

10. Language

This contract shall be executed in 2 counterparts, one in Italian and one in English, each of which shall be deemed an original, and each of which shall constitute one and the same contract. In the event of any discrepancies the Italian version shall prevail.

Agostino Buggio
General Manager

Starhotels Rosa Grand



World Avenues SA

Tarek Elbially - Contracting Manager
World Avenues Switzerland

