

GENERAL DMC AGREEMENT  
1 November 2016 to 31 October 2017

COMPANY NAME: World Avenues	HOTEL NAME/ ENTITY NAME:  L’Hotel du Collectionneur Arc de Triomphe Paris 51 – 57 rue de Courcelles 75008 Paris – France
ADDRESS:  14, Rue Ferrier,CH-1202 Geneva, Switzerland Tel: +41 225481211 -	HOTEL/ CONTACT:  Maureen Claussmann – Director of Leisure Sales L’Hôtel du Collectionneur Arc de Triomphe Paris 51 Rue de Courcelles - 75008 Paris - France <a href="mailto:Maureen.claussmann@thegatecollection.com">Maureen.claussmann@thegatecollection.com</a>
ACCOUNT NUMBER: N/A	Phone Reservations: +33 1 58 36 67 33
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FAX +202 27296771	Sales Fax: + 33 1 58 36 67 37 Sales Phone: + 33 1 58 36 66 57
EFFECTIVE DATE OF AGREEMENT : From November 1 <sup>st</sup> 2016 to October 31 <sup>st</sup> 2017 inclusive of dates	



Lobby



Le Patio

General terms

- These general terms and conditions apply from November 1st 2016 to October 31st, 2017
- Supplement for Triple room for 3rd adult includes buffet breakfast
- Spa (Jacuzzi – Sauna – Hammam) is included for all categories: Upon availability & from 16 years old
- In application to the law, all common areas, the bar and restaurant are non-smoking.
- Rooms are available from 4.00pm on the day of arrival and must be released before 12.00pm on the day of departure.
- For Executive room, breakfast is available in the Executive lounge or at The Safran Restaurant free of charge.
- Child under 12 years old (not included) sharing a room with parents is free of charge

Description of the Executive lounge

- Included in Executive categories & Suites : Personalized welcome & service during the stay
- Private check-in and check-out
- Buffet Breakfast in a private dining room
- Finger food, fruit and soft drinks served all day
- Coffee, tea, pastries and fruit served in the afternoon
- Evening cocktails with wines, soft drinks and canapés
- Exclusive view of the Paris rooftops
- Large-screen television and a decked terrace



DMC Agreement 2016 / 2017  
Rate per room, per night, buffet breakfast

<b>WINTER 2016/ SUMMER &amp; WINTER SEASON 2017</b>	Below rates are 'net', <b>inclusive</b> VAT. City tax excluded. Room rates always include American Breakfast Buffet served at the restaurant.		
<b>Low Season</b>	<b>Single Superior Room</b>	<b>Double Superior Room</b>	<b>Triple Superior Room</b>
01 NOV 2016 – 16 AVR 2017 included	Eur 249	Eur 264	Eur 304
<b>Mid Season</b>	<b>Single Superior Room</b>	<b>Double Superior Room</b>	<b>Triple Superior Room</b>
17 AVR 2017 – 14 MAY 2017 included 10 JUL 2017 – 03 SEPT 2017 included 21 OCT 2017 – 31 OCT 2017 included	Eur 275	Eur 290	Eur 330
<b>High Season</b>	<b>Single Superior Room</b>	<b>Double Superior Room</b>	<b>Triple Superior Room</b>
15 MAY 2017 – 09 JUL 2017 included 04 SEPT 2017 – 20 OCT 2017 included	Eur 330	Eur 345	Eur 385

SUPPLEMENT 2016 - 2017 ( per room per day / From the Superior Room )										
ROOM TYPE	Double Double Superior	King Deluxe	King Executive	Double Double Executive	Executive Eiffel	Classic Suite	Deluxe Suite	Suite Terrace	Suite Presidential	Royal Suite
RATES	40	25	150	185	200	275	415	595	2000	3500

\*Triple and Twin are only On Request – Not guarantee at the time of the reservation  
\*Triple : 1 king size bed + 1 extra bed

Double Double room (2 double beds):

- 4 Adults = Triple Superior Basis + Supplement Double Double (Sup or Exécutive) + 40€ for the fourth Breakfast
- 3 adults + 1 child = Triple Superior Basis + Supplement Double Double (Sup or Exécutive)
- 2 adults + 2 child = Double Superior Basis + Supplement Double Double (Sup or Exécutive)



Executive room



Double Double room



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**FAIR DATES ( In Eur per room per day) – Superior room : Subject to modification**

	NEW YEAR	EURO PCR	HAUTE COUTURE	PREMIERE VISION	HAUTE COUTURE
	Rates : + 95€ from the High Season				
FROM	30 DECEMBER 2016	15 MAY 2017	01 JULY 2017	18 SEPTEMBER 2017	26 SEPTEMBER 2017
TO	31 DECEMBER 2016 included	18 MAY 2017 included	04 JULY 2017 included	21 SEPTEMBER 2017 included	30 SEPTEMBER 2017 included

**BLACK OUT DATE** : Airshow : From 18/06/17 to 22/06/17 included

**SPECIAL OFFERS**

These promotions are not valid on Fair dates and not combinable with other promotions.  
These promotions are only valid during the Low & Mid Seasons.

- 15% discount from the Superior room for all stays
- 4=3 from the Executive room



**III. PAYMENT:**

☐ Company will remit full payment to Hotel before guest check in. Net Rates are net of your fee.

**IV. PREFERRED PLACEMENT:**

The Company shall promote favorably The Hotel du Collectionneur room inventory and products online and offline. The company shall guarantee that, when selling online they will appear on the first page above the fold for the applicable destination search.

**VII. BLACK OUT DATES :**

Hotel reserves the right to impose blackout dates at its sole direction. In such case, Hotel will honor all reservations for the blackout dates period, which were made prior to the notification of the black out, provided reservation are received 24 hours of the notification of the black out at Hotel. Please note that the blackout dates may be added during the year at any time.

#### VIII. RATE CONDITIONS :

**Taxes :** All room rates quoted are net, non-commissionable, include the VAT at 10%. The percentages specified are subject to change by government regulation and may be payable by Company on the margin applied to the guest rooms over and above the room rate.

The city tax is excluded and will be charge to the clients at check out time

**Split season Rate :** For any reservation that commence in one season and overlap into another season during the guest's stay, the corresponding rate for each season will apply.

**Cancellation and no-show policy for individuals:** Any reservation can be charged or cancelled free of charge until 2 PM( Paris Local time) on the day prior to arrival.

Any reservation changed or cancelled after 2PM ( Paris Local Time) on the day prior to arrival will be billed on the basis of a one-night stay per room.

No show will be billed on the basis of a one-night stay per room.

#### . IX. OTHER:

- Rates are valid for a maximum of 9 rooms.
- Reservations are made on a free sale (Maximum : 7 DD & JS per day. Free sale in all other category) basis with a D-1 release unless written notification has been received to close out any specific dates. All reservations should be made to the hotel and confirmed in writing.
- Hotel currency : EUR
- If Company is interested in discussing group (any booking of more than 9 rooms) please call the Hotel at the contact number given above. This agreement does not cover other negotiated or corporate rates. Also, static rates (not directly connected) may never be sold online.
- B-to-B sale only :

The Partner commit himself to use these rates only for B to B sale. If it is not the case the hotel shall be entitled to terminate this agreement **immediately**.

#### IV. ADDITIONAL TERMS AND CONDITIONS:

**(a) UNAVAILABILITY OF ROOMS:** On occasions due to unanticipated circumstances, the Hotel may not have rooms available for all guests who wish to check-in on a particular night. While the Hotel will use reasonable efforts to avoid such situation impacting the Client, in the event any guest with a confirmed reservation cannot be accommodated by the Hotel, the Hotel will provide the following:

- Accommodations at a comparable hotel as close as possible, for the first night the guest is displaced from the Hotel.
- One complimentary round trip ground transportation between the Hotel and the alternate hotel.
- The Hotel will make necessary arrangements for the displaced guest's telephone messages and mail to ensure that they are properly forwarded.
- The Client will receive credit for any guests displaced toward its pick up for purposes of this agreement.
- If a room becomes available at the Hotel for the displaced guest and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.
- When a room becomes available at the Hotel and the displaced guest returns, the Hotel will provide upgraded accommodations if available and provide the guest with a welcome expression from the General Manager.

**(b) TAX AND OTHER CHANGES:** Hotel reserves the right to change the rates in case of changes in applicable government taxes, fees or assessments as well as any changes in applicable labour or service charges or fees.

Following the legal deliberation of the Council of the City of Paris dated February 13th, 2015, the increase of local taxes has been voted. From March 1st 2015, it is €3.3 per night per person.

**(c) RATES NOT APPLICABLE TO GROUP BOOKINGS.** Rates are applicable only for individual bookings. Conference and Group rates may vary based on the hotel availability for the required period.

**(d) CONFIDENTIALITY.** Partner will not disclose Hotel Confidential Information to any third party (except with respect to contractors or travel agents providing travel management services to Partner who have signed agreements requiring them to keep the Hotel Confidential Information confidential and to not use or disclose it to third parties or for their own benefit). "Hotel Confidential Information" shall include Hotel's non-published, prospective and current service offerings and rates.

**(e) TERMINATION:** Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party.

**(f) JURISDICTION AND GOVERNING LAW:** Legal disputes in relation to the interpretation or use of this Agreement shall be settled before the courts in the city and country where the Hotel is located (or the closest available) and the laws of the country where the Hotel is located shall be the governing law.

**(g) MISCELLANEOUS:** Except for an assignment to any parent corporation, subsidiary or successors-in-interest to either party (excluding competitors of the other party), neither party may assign any rights, duties, obligations or privileges under this Agreement without the written consent of the other party.

This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or representations, whether oral or written, pertaining to the content hereof and may not be amended except by a written document signed by all parties. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon any party unless made in writing and signed by all parties. The parties agree that for purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as original signature by the party signing. For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement. A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement, or to exercise any option which is hereby provided, or to require at any time performance of the provisions hereof, shall in no way be construed a waiver of, nor preclude the exercise of, any of the provisions of this Agreement. The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.



# L'HOTEL DU COLLECTIONNEUR

ARC DE TRIOMPHE - PARIS

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**ACCEPTED AND AGREED TO:**

By: World Avenues Switzerland  
[sign here]

Name: Tarek Elbialy  
Title: Contracting Manager  
Date: 27.11.2016



**Hotel du Collectionneur Arc de Triomphe Paris**

By: \_\_\_\_\_  
[sign here]

Name: Maureen Claussmann  
Title: Director of Leisure Sales  
Date: \_\_\_\_\_

**Billing Contact:**

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