

# Room Allocation Contract

Congrex Travel AG  
Peter Merian-Strasse 80  
Postfach  
CH-4002 Basel

and

Sample GmbH  
99, Sample Road  
TR-1234 Sample City

referred to as "Congrex"

referred to as "client"

conclude herewith a Room Allocation Contract for the

## Worldsleep 15/Istanbul, 31 October - 3 November 2015 The 7th World Congress of the World Sleep Federation (WFSRSMS)

with the following contents:

1. The Client hires from Congrex Travel and Congrex Travel rents to the Client the following room allocations:

**Hotel Sample**  
99, Sample Road  
TR-1234 Sample City

**Tel.: +99 99 999 99 99**

**Room type: Standard room with bath/shower**

**Single:** EUR 111.00

**Double:** EUR 122.00

**Arrival date Departure date Number of rooms**

31.10.2015 03.11.2015 20

incl. 5 room(s) double use in the period 01.11.2015 - 02.11.2015

EUR 6'825.00

**Total**

**EUR 6'825.00**

The stated prices include breakfast, taxes and VAT. All rates might be subject to change in case of VAT changes. Any fluctuation in exchange rates shall have no impact on the above stated hotel price.

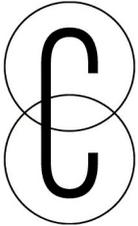
The rooms are available for occupancy starting at 3pm on the day of arrival and must be vacated no later than 12pm on the day of departure. Congrex Travel cannot accept any responsibility for the variance in facilities offered at each hotel.

The client needs to submit the rooming list to Congrex Travel until the following date:

09.10.2015 (1st Rooming list)

20.10.2015 (2nd Rooming list)

After receipt of the 2nd rooming list, Congrex Travel reserves the right to charge a handling fee of EUR 20.00 per change for changes exceeding 20% of the total number of rooms, based on the 2nd rooming list.



2. The Client may withdraw from the contract in full or in part under the following conditions: A total cancellation and/or a reduction of the booked room allotment is only possible for the whole contracted period.  
The following penalties apply for cancellations or reductions:
- From contract signing till 07.05.2014, the client can cancel 15% of the total allocation booked without penalty. Above 15%, the client must pay 10% of the established rental price for the room in question.
  - From 08.05.2014 till 07.08.2015 the client can cancel 5% of the total allocation booked without penalty. Above 5%, the client must pay 50% of the established rental price for the room in question.
  - Starting 08.08.2015 the full rental price shall be payable in the event of a cancellation or reduction of the rented room allocation.

All cancellations and changes must be made in writing to Congrex Travel. Please note that Congrex Travel cannot accept any amendments made directly with the hotel.

Congrex Travel undertakes every effort to resell any cancelled room or room nights. Rental price of the third party may also be lower than the contracted rate.

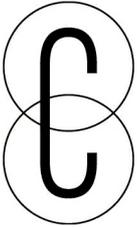
Applicable refunds are only possible after the congress and subject to a handling fee of EUR 50.00 per night.

3. The Clients undertakes to pay the following deposit sums:
- at contract signing EUR 682.50 10 %
  - 2. Deposit until 21.05.2015 EUR 2'730.00 40 %
  - 3. Deposit until 21.08.2015 EUR 3'412.50 50 %
  - Final invoice for double room supplements, extra nights etc. by 23.10.2015

All bills must be settled within 15 days of the due date, failure to do so will be subject to finance charge of 1.5% per month (18% per annum)

Payments are made to the Congrex Travel Account No. 233-595.400.60G, Swift/BIC: UBS WCH ZH 80A, IBAN:CH950023 3233 5954 0060G at the UBS AG, Postfach, CH-4002 Basel, Switzerland. Failure to make the deposit payments on time is tantamount to withdrawal from the contract and causes the cancellation consequences listed in clause 2 to take effect. Credit card payment is acceptable however a handling fee of 3% for Visa and Mastercard and AMEX does apply. Correct invoice address has to be advised upon signature of contract.

4. Incidental expenses (food and beverages, telephone calls, laundry etc.) are payable by the guests, who settle them directly with the hotel upon checkout. Should however the hotel ever claim such charges from Congrex Travel on grounds that the guest failed to make payment, the Client undertakes to remunerate Congrex Travel for the amount due to the hotel.
5. Should individual clauses of this contract be declared invalid this shall have no effect on the rest of the contract's content. The Client and Congrex Travel undertake to replace an invalid clause by one that fulfils the economic intent of the original clause.
6. This contract will be valid only if duly signed by both parties and the original contract together with the first deposit payment is returned to Congrex within 14 days latest.
7. Congrex Travel shall not be held liable to the client for any failure of or delay in performance any of it's obligations due to any cause of circumstances which are beyond control, including - but without limiting the generality of the foregoing - "Force Majeure". According to the terms of this agreement, force majeure conditions are defined by the law that cannot be controlled by the parties such as general strike, riots, civil disorders, war natural disasters, earthquake, epidemics, fire etc. within the destination of the meeting. Upon occurrence of such conditions the contractual relation between the parties will be terminated automatically without any further obligations on Congrex Travel and the Client's part. Under reserve of the restitution of an eventual unjustified gain both parties are not liable to refund each other any payments previously agreed according to this contract.



8. The contract is subject to **Swiss law**. The parties accept **Basel** as **legal venue** in the event of any disputes.

Basel, \_\_\_\_\_

Sample City, \_\_\_\_\_

Anne Fonjallaz  
Accommodation Coordinator

Franziska Widmer  
Operations Director

Name/Function \_\_\_\_\_

**Congrex Travel AG**

**Signature** \_\_\_\_\_

Sample GmbH