

Dynamic Corporate rate 2016

BETWEEN

Jeddah Hilton Hotel, P.O. Box 128428 Jeddah 21362
 represented by Kaiser Alam *hereinafter referred to as "the Hotel"*)

&

Middle East Council of Shopping Centers, with its office
 Dubai UAE represented by
 Ms Lea Venezuela (*hereinafter referred to as "the Company"*)

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Rates are applicable during peak periods subject to availability, and non-commissionable for transient business travel only up to 9 (Nine) rooms per night (excluding bookings for conference or group events) and confirmed upon availability. Rates and conditions cannot be applied for clients attending city-wide congresses, meetings or events, which are contracted by separate Groups & Conventions Agreement.

Maximum 2 children under 12 years of age are allowed to share with their parents' room with no additional room charge.

Executive Floor Privileges:

Dedicated Executive check-in and check-out facilities
 Complimentary Late Checkout up to 15:00hrs.
 Complimentary breakfast in the executive lounge
 Canapés and beverages served from 17:30hrs. – 20:00hrs.

The Company's guests (Males only) will enjoy a Complimentary access to Hiltonia Club (the in-house recreation facility for Jeddah Hilton residents) except for massage and bowling. For (Females only) the Spa by Clarins located at the adjacent Qasr Al Sharq will enjoy complimentary access for using the Spa facilities except for massage and treatments. Private beach access facilities are available upon request at a charge.

Upon check-in, guests will be requested to present the company identification card. In case the guest is not employed by the company, the hotel should receive such requests on the company official letterhead prior to guest's arrival in order to grant the contracted corporate rate.

1. SUBJECT OF THE AGREEMENT

The subject of this agreement is between the parties defined above concerning the provision of rates at the Hotel for accommodation of transient business guests granted by the Hotel to the Company under the conditions stipulated by this agreement.

2. DURATION OF THE AGREEMENT

Subject to Section 8 below, the agreement will be valid from [23/02/2016] until [31/12/2016] and shall not be automatically extended and is to be renegotiated By [01/12/2016] for the following year.

3. ROOM RATES & CONDITIONS

(The following rates Applies during 2016)

Room Types	Single Room	Double Room
Hilton Deluxe	10 % Discount On BAR*	10 % Discount On BAR*
Hilton Deluxe Plus	10 % Discount On BAR*	10 % Discount On BAR*
Hilton Executive Room	10 % Discount On BAR*	10 % Discount On BAR*
Sultan Suite	10 % Discount On BAR*	10 % Discount On BAR*
Ameri Suite	10 % Discount On BAR*	
Royal Suite	10 % Discount On BAR*	

Above Rates are NET & confidential, quoted in SAR and are valid per room, per night on room only basis.

*BAR : Best Available rate.

4. RATE REVIEW AND ADJUSTMENT

The above rates are based on the Company achieving a minimum of ---- room-nights in 2016 "Annual Room Night Production". The Hotel will review room night production on a [quarterly] basis. Should the Hotel find that room night production in an applicable period is below the Hotel's expectations based on the Annual Room Night Production levels stated in this Agreement, Hotel shall be entitled to immediately upon notice to Company, adjust the above room rates.

5. PEAK PERIODS

Dynamic Corporate Rates discount applies during high seasons and peak periods of 2016.

SALES AGREEMENT

6. RESERVATIONS / CANCELLATIONS / NO-SHOW / CHECK-IN / CHECK-OUT / LATE CHECK OUT

RESERVATIONS. All reservations are guaranteed until 4 pm. local hotel time. For arrivals after 4 p.m. the Hotel requires a guarantee by the guest's credit card or guarantee by the Company

Reservation methods:

Reservations Tel Direct to Hotel Reservation	00966 92000 3800
Direct fax E-mail	00966 12 658 1939 jeddah.reservations@hilton.com
Via Hilton Reservations Worldwide	800 82000 10
Company Corporate Number	D113051725

Check in and check out time:

CHECK-IN is as of 03:00 p.m., **CHECK-OUT** is to be completed by 01:00 pm.

LATE CHECK OUT up to 6 pm on the day of departure will be charged 50 % of the room charge of the previous night.

Late Check out later than 6 pm on the day of departure will be charged 100 % of the room charge of the previous night.

-For early arrivals it is recommended that the room to be booked one night prior to the arrival in order to ensure the room availability

-Its preferable to guarantee all reservations. Rooms booked without a guarantee will be released back to the hotel 48 hours prior to the arrival date.

-None Guaranteed reservations may be cancelled before 16:00 hrs, local time, on the day of arrival and there would be no cancellation charges. If the room/s is cancelled after 16:00 hrs, local time, the company/the guest will be charged one night stay as per the contracted rate and the room type confirmed by the hotel.

-Cancellation must be requested in writing by the company/ the guest to the reservation department. Accordingly the hotel will confirm a cancellation number which must be maintained by the company / the guest for any future reference.

- Guaranteed reservations – All no shows for guaranteed reservations will be charged a one-night stay as per the rate and room type booked

7- Payment Terms & Conditions:

Cash advance deposit or valid approved credit card authorization is to be collected prior to guest's check-in unless the company guarantees the settlement of the hotel bill. No third party credit card will be accepted to guarantee the company's booking. Credit facility with the hotel is mandatory in case the company wishes to guarantee its bookings or settle its guest hotel bills.

- In case of hotel credit facility is approved and valid to the company, the hotel should receive the LPO (Local Purchase Order) at least 24 hours prior to the guest(s) arrival otherwise the payment should be in cash or by an approved valid credit card.

- Any room reservation request will not be considered as an LPO unless received in writing from the company on its letterhead, stamped and signed by the company's authorized signature/s and clearly indicates the services to be paid for by the company. The company should be enjoying an approved credit facility with the hotel.

- Should the company wish to apply its agreed corporate rates after its guest has checked-in the hotel, a written request should be sent and acknowledged by the hotel's reservation department. The hotel will then change the rate applied as of the date that such request is received. No room rate change will be applied retroactively.

-Once credit facilities have been established, all invoices must be settled within 21 days of receipt of invoice. Any delay in the settlement of hotel invoices will result in the cancellation of the credit facility extended by the hotel and action to recover payment will be taken.

8. 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 are 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.

SALES AGREEMENT

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 labor or service charges or fees.

(c) RATES NOT APPLICABLE TO GROUP BOOKINGS. Rates are applicable only for individual bookings up to 9 (Nine) rooms at the same time. Conference and Group rates may vary based on the hotel availability for the required period.

(d) CONFIDENTIALITY. Company will not disclose Hotel Confidential Information to any third party (except with respect to contractors or travel agents providing travel management services to Company 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 Jeddah where the Hotel is located and the laws of Kingdom of Saudi Arabia shall be the governing law.

(g) Force Majeure

The hotel cannot be held responsible and the client agrees that should any event occur due to the reasons beyond control of the management of the hotel, that include natural forces or acts of war or if the government requires the hotel to host delegations that might partially or fully occupy the property. For security reasons, the government may impose that guests are to be removed from their rooms or bookings to be cancelled. In such situation, the hotel will try its utmost to relocate the guest, but does not have the obligation to compensate potential losses or inconveniences caused to the guest.

(h) 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.