



# Contract Agreement 2018 – 2019

Date:

Contracts Manager:

Company name:

Dear

Thank you for considering Kalara group International Properties : Lanna & Code hotels, Koh Samui as your preferred choice of accommodation.

We are pleased to offer the following **2018 - 2019 contract** rates to your organization for our luxury resorts in Koh Samui, Thailand

**Rates are valid from 1<sup>st</sup> September 2018 – 31<sup>st</sup> August 2019 and subject to change without prior notice**

We look forward to welcoming your guests at our hotel and to the opportunity to ensure an incredible stay in Koh Samui.

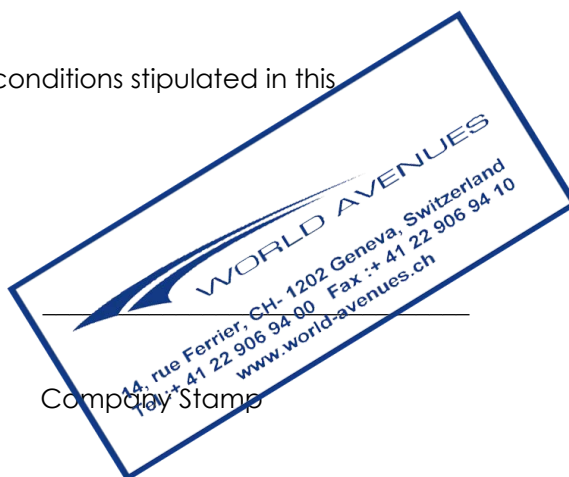
Please indicate your acceptance by signing this letter on the section below, please scan and email back to [Salesmanager@kalaraco.com](mailto:Salesmanager@kalaraco.com) before the **31<sup>st</sup> of August 2018**

With warm regards,

Kalara International Properties

We accept the rates and agree to the conditions stipulated in this

Marwa Emad  
Contracting Agent  
World Avenues SA  
10.01.2019



Authorized Signatory

Company Stamp

### Contract rate Lanna Samui 2018/2019

| BEGINNING PERIOD | ENDING PERIOD     | SEASON | NET RATES STUDIO 10 SUITES | NET RATE ONE BED 4 SUITES | NET RATE 2 BEDROOM 1 SUITE |
|------------------|-------------------|--------|----------------------------|---------------------------|----------------------------|
| 1 SEPTEMBER 2018 | 30 SEPTEMBER 2018 | LOW    | 2319                       | 2999                      | 5999                       |
| 1 OCTOBER 2018   | 15 OCTOBER 2018   | PEAK   | 3599                       | 4399                      | 7999                       |
| 16 OCTOBER 2018  | 21 DECEMBER 2018  | LOW    | 2319                       | 2999                      | 5999                       |
| 22 DECEMBER 2018 | 6 JANUARY 2019    | PEAK   | 3599                       | 4399                      | /                          |
| 7 JANUARY 2019   | 31 JANUARY 2019   | HIGH   | 2999                       | 3999                      | 7199                       |
| 1 FEBRUARY 2019  | 15 FEBRUARY 2019  | PEAK   | 3599                       | 4399                      | /                          |
| 16 FEBRUARY 2019 | 15 APRIL 2019     | HIGH   | 2999                       | 3999                      | 7199                       |
| 16 APRIL 2019    | 15 JULY 2019      | LOW    | 2319                       | 2999                      | 5999                       |
| 16 JULY 2019     | 31 AUGUST 2019    | HIGH   | 2999                       | 3999                      | 7199                       |

### Contract rate Code Samui 2018/2019

| BEGINNING PERIOD | ENDING PERIOD     | SEASON | NET RATES 1 BEDROOM 5 SUITES | NET RATE PENTHOUSE 3 SUITES |
|------------------|-------------------|--------|------------------------------|-----------------------------|
| 1 SEPTEMBER 2018 | 30 SEPTEMBER 2018 | LOW    | 2799                         | 3199                        |
| 1 OCTOBER 2018   | 15 OCTOBER 2018   | PEAK   | 4799                         | 5599                        |
| 16 OCTOBER 2018  | 21 DECEMBER 2018  | LOW    | 2799                         | 3199                        |
| 22 DECEMBER 2018 | 6 JANUARY 2019    | PEAK   | 4799                         | 5599                        |
| 7 JANUARY 2019   | 31 JANUARY 2019   | HIGH   | 3999                         | 4399                        |
| 1 FEBRUARY 2019  | 15 FEBRUARY 2019  | PEAK   | 4799                         | 5599                        |
| 16 FEBRUARY 2019 | 15 APRIL 2019     | HIGH   | 3999                         | 4399                        |
| 16 APRIL 2019    | 15 JULY 2019      | LOW    | 2799                         | 3199                        |
| 16 JULY 2019     | 31 AUGUST 2019    | HIGH   | 3999                         | 4399                        |

Rates are inclusive of 10% service charge and 7% VAT.

Any change to existing taxes or changes or any introduction of new government taxes or changes will be passed on to the agent commencing on the day they become applicable and the agent agrees to honour such changes. Failure to comply with the conditions specified above will lead to cancellation of contract.

- All above rates are non-commissionable.
- Breakfast inclusions: Studio or 1 Bedroom unit –2 complimentary daily breakfasts for 1 bedroom / 4 complimentary daily breakfasts for 2 bedrooms
- Complimentary Wi-Fi internet access is included.
- Complimentary scheduled beach transfer.
- Access to facilities – Tennis court, gymnasium, spa, steam room, swimming pool and restaurant.

Maximum number of occupants allowed :

CODE:

- 1 Bedroom & Penthouse Unit : 2 persons + 1 extra bed with additional charge ( total 3 persons)

LANNA :

- Studio Suite Unit : 2 persons only cannot add extra bed
- 1 Bedroom Unit: 2 persons + 1 extra bed with additional charge (total 3 persons)
- 2 Bedroom Unit: 4 persons + 2 extra bed with additional charge (total 6 persons)

| SEASON | CUT OFF DAYS | CANCELLATION POLICY |
|--------|--------------|---------------------|
| LOW    | FREE SALES   | 14 DAYS             |
| HIGH   | 3            | 14 DAYS             |
| PEAK   | 14           | 30 DAYS             |

| PROMOTIONS ALL ROOM TYPE ALL SEASON  |      |                                   |
|--------------------------------------|------|-----------------------------------|
| Early bird 45 days                   | -5%  | -                                 |
| Minimum 3 nights                     | -5%  | -                                 |
| Minimum 5 nights                     | -10% | -                                 |
| 2 nights in Lanna + 2 nights in Code | -10% | free transfer between both hotels |
| 3 nights in Lanna + 3 nights in Code | -15% | free transfer between both hotels |

Note the discounts are not cumutable / not cancellable / not refundable those rate are net rates for 2 pax for 1 bedroom 4 pax for 2 bedrooms

## GENERAL TERMS & CONDITIONS

- Room allotments are subject to seasonal variation. The resort may request return of allotment during high demand periods.
- All information & rates offered in this agreement are strictly confidential & may not be disclosed to third parties for whatsoever reason or purpose.
- Contract rates cannot be offered by the wholesaler direct to the consumer via the internet, or by any other internet channels, through own or subsidiary companies, or to any party that distributes or retails via the internet
- Contract rates must be bundled and packaged with wholesaler's mark-up and inclusions, and cannot be offered in other markets than specified.
- Bundled rate must not be less than our Best Available Rate of the day.
- Doing so constitutes a breach of contract – Kalara International Properties will terminate the contract immediately without any prior warning.

|                  |   |
|------------------|---|
| <b>Extra Bed</b> | <b>Adult @THB 1,500 net / Children 750 net</b> (Breakfast is included 1 person) |
|------------------|---|

## MEALS

| Meal Type Price per person | Breakfast |
|----------------------------|-----------|
| Adult                      | THB 400   |
| Child below 12 years       | THB 250   |
| Child below 2 years        | FOC       |

## TRANSPORTATION

|                                     |                              |                 |
|-------------------------------------|------------------------------|-----------------|
| <b>Samui Airport – CODE Resort</b>  | Private Van (max. 6 persons) | THB 800 per way |
| <b>Samui airport - Lanna Resort</b> | Private Van (max 6 pax )     | THB 400 per way |

## ADD ONS

| Massage                 | Spa price   | Agent price  |
|-------------------------|-------------|--------------|
| Foot reflexology 60 min | 800 THB ++  | 640 THB net  |
| Thai massage 60 min     |             |              |
| Thai massage 90 min     | 1000 THB ++ | 800 THB net  |
| Oil signature 60 min    | 1400 THB ++ | 1100 THB net |
| Oil signature 90 min    | 1700 THB ++ | 1300 THB net |

| Restaurant                | Restaurant Price | Agent price  |
|---------------------------|------------------|--------------|
| Thai set menu             | 800 THB ++       | 640 THB NET  |
| Thai Cooking class        | 1400 THB ++      | 1100 THB NET |
| Thai Cooking class couple | 2500 THB ++      | 2000 THB NET |

## STOP SELL

The resort reserves the right to request a Stop Sell to the business partner. All rooms sold under confirmed allotment must be reported in writing within forty-eight hours (48) of the Stop Sell notification to the Resort and unused allotment must be returned to the Resort by the business partner.

## CHILDREN CONCESSIONS

Children 12 years and younger stay free when they share the same room as their parents. Does not include any additional bed or bedding or breakfast.

Children age 2 or younger enjoy free breakfast with a complimentary baby cot. Complimentary baby cot can be provided on request - this service is subject to availability.

## NO SHOW POLICY

A reservation is considered "No show" if arrival does not occur on the date reserved and the hotel is not notified of any emergency delays in writing, the hotel reserves the right to charge a no show fee of 1 nights on that confirmed booking.

## CHECK IN / CHECK OUT TIME

Check-in time is 14:00 hrs. Check out time is 12:00 hours (noon). Late checkout will be charged at 50% of contract rate and subject to hotel availability.

## EARLY CHECK OUT

In the event that the individual checks-out ahead of the booked and confirmed dates, the Resort reserves the right to charge a penalty to the business partner equivalent to the contract rate of the full length of stay.

## RESERVATIONS

The business partner shall direct all reservations to the resort by email to;

Email: [rsvn@samuicode.com](mailto:rsvn@samuicode.com) / [salesmanager@kalaraco.com](mailto:salesmanager@kalaraco.com)

Email: [rsvn@lanna-samui.com](mailto:rsvn@lanna-samui.com) / [bookings@lanna-samui.com](mailto:bookings@lanna-samui.com)

## TERM OF PAYMENT

Pre-payment is required for all bookings:

Low Season: 7 days prior to arrival

High Season: 14 days prior to arrival

Peak Season: 28 days prior to arrival

## BANK DETAILS

### CODE:

|                     |                        |
|---------------------|------------------------|
| Name of Account:    | Kalara Code Management |
| Bank :              | Bangkok Bank           |
| Branch :            | Koh Samui Branch       |
| Current Account No. | 541-033-1994           |
| Swift Code :        | BKKBTHBK               |

### LANNA:

|                 |                                 |
|-----------------|---------------------------------|
| Account Name:   | Lanna Hotel Management Co.,Ltd. |
| Bank Name:      | Bangkok Bank                    |
| Bank Branch:    | Koh Samui                       |
| Account Number: | 541-033-2133                    |
| Swift Code:     | BKKBTHBK                        |

\*\*\*All guests must present credit card or cash deposit as a guaranteed of their incidental expenses upon check in.\*\*\*

## DISPUTES, ACTIONS OR OTHER MATTERS ARISING

It is expressly agreed and declared that the proper law of this Agreement is the law of Thailand and that any disputes, actions or other matters arising hereunder shall be determined in a court of Thailand in accordance with the laws and procedures of Thailand and under any all circumstance.

In order to validate and activate this contract, please indicate your acceptance of the terms and conditions by signing and return a copy with authorized signatory of the Company. Reservations cannot be taken at this contracted rate until the Resort is in procession of this contract signed by the Company.

## ROOM ALLOTMENT

- All reservations made within Allotment must be booked on a sell and report basis. The allotment will be filled first and only once complete are reservations on request, subject to availability. After the above cut-off days,
- The allotment agreement is provided separately with the main contract (special term provided) which will be sent to business partners in same time.
- All unsold space will automatically be released and any reservations received after that date will be subject to availability.
- This allotment is extended on the understanding of full utilization of rooms will be used. Allotment materialization is reviewed quarterly. The Hotel reserves the right to amend the Allotment should materialization fall below an average of 75%.
- Any unused allotment will be automatically released on the cut off date without notification.
- When the allotment has been filled, additional bookings will only be accepted on rates available at the time of booking.

## OVERBOOKING

The hotel reserves the right to overbook, which may result in some guests being relocated. In this event, the hotel will secure, and the client agrees to accept, alternative accommodation of at least an equal standard but is not liable to pay compensation to the Tour Operator or any individual hotel guests.

## TERMINATION

Hotel shall have the absolute right at any time by giving notice in writing to the Operator to cancel this Agreement forthwith including current and future reservations on the occurrence of any of the following events: Non-compliance with agreed trading terms. If the Operator enters into bankruptcy or liquidation whether compulsory or voluntarily (other than for the purposes of amalgamation or reconstruction) or compounds with its or their creditors or takes or suffers any similar action in consequence of debt or is served with notice of or relating to bankruptcy or liquidation proceedings or if execution is levied against any of the assets of the Operator. If Hotel cannot operate properly or at all, due to fire, storm, typhoon, earthquake, war, explosion, bombing, civil commotion, riot, disturbance or political unrest. Or any other circumstance(s), event(s), or other force major condition(s) beyond its control or if its license to operate as a hotel is revoked, cancelled or suspended. Upon any change in the composition or (in the case of an operator) ownership of the Operator.

## INTERNET KEYWORD MARKETING

Tour Operator shall not Bid on or purchase internet placement rights for the Marks or, Except as stated above, use any of the Marks in any manner in any of its advertising, including but not limited to Internet and web advertising, without the express written consent of Hotel.

## PREDATORY ADVERTISING

Tour Operator shall not use, and shall prohibit all web sites within its control from using, any predatory advertising methods designed to generate traffic from Compass Hospitality sites, or any other sites that exclusively promote Compass Hospitality brands, for which Tour Operator has no contractual rights for the online promotion of any products or services other than Compass Hospitality hotels. A predatory advertising method is an advertising method that creates or overlays links or banners on web sites, spawns browser window, or utilizes any other method to generate traffic from a web site without that web site owner's knowledge, permission, and participation.

## CONFIDENTIALITY / LEGALITY

Aforementioned rates which contained in this agreement are strictly confidential and must not be disclosed to third parties. To protect this confidentiality, the Hotel will not disclose the rates to guests and will invoice the Tour Operator directly. Violation of said confidentiality, whereby FIT or GIT contract rates in this agreement are sold directly to and corporate/commercial company, which maintain contract with Hotel, will result in the avoidance of this contract.

Provided rates in this contract are for the sole purpose of sale by the Agency via traditional wholesale distribution system and **not through the Internet**. The attached rates must be distributed either as a 'Packaged Rate' or as '**Marked Up Rate**' i.e. wholesale agent will make the best efforts to ensure that all guest reservations with respect to Unpackaged Room (whether made by you or your Agents) are made at rates at least equal to our prevailing seasonal rates.

Tour Operator shall not advertise that it has '**the lowest price available**' for hotel. The rates provided in this contract must never be exposed to the consumer or general public nor disclosed on any **Internet sites**. Providing net or discounted room rates directly to a consumer constitutes a violation by the Agency of this F.I.T contract and shall be terminated immediately upon delivery of a written notice. The hotel will not be held liable against any losses incurred resulting from aforementioned terms and conditions.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.