



DATED 04th July 2018



MRAUK U PRINCESS RESORT
CONTRACT RATE AGREEMENT

Aung Tat Quarter, Mrauk U, Rakhine State, Myanmar Tel: (95 9 8500556, 8500557)

(043-50235,50263,50268) Fax – 043 50263

Email: reservations@mraukuprincess.com, website: www.mraukuprincess.com



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CONTRACT RATE AGREEMENT

DATE 04th July 2018

PARTIES

- (1) **Mrauk U Princess Company Limited (Registration No.858/2008-2009)**, incorporated under the laws of the Republic of the Union of Myanmar with its registered office at **133F, Mawyawaddy Lane, Mayangone Township, Yangon** and which operates the Mrauk U Princess Resort (herein after referred to as "**Hotel**"); and
- (2) (License no.....) **...Asia Expedition Travels & Tours Co,Ltd (DMC)...** (Registration No.....), incorporated under the laws of the Republic of the Union of Myanmar with its registered office at _____, _____, _____ (hereinafter referred to as "**Tour Operator**").

(Collectively the "**parties**" and each a "**party**").

WHEREAS

- (A) Tour Operator is a professional tour operator which specialises in organising and providing tours and packaged holidays (through arrangements and contracts with hoteliers, airlines and other suppliers) for customers which it promotes or sells through travel agents or otherwise.
- (B) The Hotel currently operates a holiday resort situated at the bank of Thinganadi creek in Aung Tat Quarter, Rakhine State, Myanmar, and operates 23 traditional Village Houses, a restaurant, bar, library among other amenities and facilities.
- (C) This Agreement will govern the booking of the Hotel's services by the Tour Operator and other related matters.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereby agree as follows.

AGREED TERMS

1. Definitions

In this Agreement, except where a different interpretation is necessary in the context, the words and expressions set out below shall have the following meanings:

"Adult(s)" means any person at or over the age of eighteen (18);

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“Applicable Laws” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of any Governmental Authority having jurisdiction, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority;

“Booking” means a booking or reservation request for any Village House for accommodation of Guests and for any other relevant services offered by the Hotel made by the Tour Operator in accordance with this Agreement and the term “book” shall be construed accordingly;

“Booking Confirmation” means a written confirmation given by the Hotel to the Tour Operator in response to a Booking made by the Tour Operator;

“Booking Price” means the total amount of charges for the Village Houses of a Booking in accordance with the Contract Rates and charges for all other services requested in a Booking;

“Business Day” means a day (excluding Saturdays and Sundays) on which banks generally are open in Myanmar for the transaction of normal banking business;

“Cancellation Policy” means the policy of the Hotel in relation to cancellation of Validly Confirmed Bookings set out in this Agreement or as revised by the Hotel from time to time in accordance with **clause 5.3**;

“Village House” means a bungalow within the Hotel or any other rooms/flats/ houses / properties as available from time to time within the Hotel for accommodation of Guests;

“Child” or “children” means a person or persons under the age of eighteen;

“Contract Rates” means the rates of the Village Houses and any other relevant services of the Hotel in a Booking and as specified in **clause 4**

“Deposit” means 20% of the Booking Price;

“Governmental Authority” means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

“Guest” means the guests who stay at the Village Houses of the Hotel with the consent of the Hotel;

“Other Hotel Polices” means the polices of the Hotel that all Guests shall be subject to and which are set out in **Schedule 2** or as revised by the Hotel from time to time in accordance with **clause 5.3**;

“Term” means the period commencing from the date of this Agreement and ending on the termination of this Agreement in accordance with **clause 7**;

“US\$” means United States Dollars, the lawful currency of the United States of America; and

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“Validly Confirmed Booking” means, a Booking from the Tour Operator that has been received by the Hotel and the Hotel has given a Booking Confirmation to the Tour Operator.

2. Interpretation

- 2.1 The clause and paragraph headings and the table of contents used in this Agreement are inserted for ease of reference only and shall not affect construction.
- 2.2 References to persons shall include bodies corporate, unincorporated associations and partnerships, in each case whether or not having a separate legal personality.
- 2.3 References to those of the parties that are individuals include their respective legal personal representatives.
- 2.4 References to **"writing"** or **"written"** includes any other non-transitory form of visible reproduction of words.
- 2.5 References to the word **"include"** or **"including"** (or any similar term) are not to be construed as implying any limitation and general words introduced by the word **"other"** (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things.
- 2.6 Except where the context specifically requires otherwise, words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part thereof.
- 2.7 References to statutory provisions, ordinances or enactments shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision, ordinance or enactment (whether before or after the date of this agreement), to any previous enactment which has been replaced or amended and to any regulation, instrument or order or other subordinate legislation made under such provision, ordinance or enactment unless any such change imposes upon any party any liabilities or obligations which are more onerous than as at the date of this Agreement.
- 2.8 Any reference in this Agreement to a period of time dating from a given day or the day of an act or event, it is to be calculated exclusive of that day.

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2.9 If an event must occur or any rights or obligations under this agreement shall fall on a stipulated day, which is not a Business Day, then such event shall instead occur or such rights or obligations shall instead fall on the next succeeding Business Day after the stipulated day.

2.10 Unless otherwise specified in this Agreement, any reference in this Agreement to time is a reference to Myanmar time.

3. Booking of Village Houses and other services

3.1 Subject to the terms and conditions of this Agreement, during the Term of this Agreement, the Tour Operator may book and the Hotel may (but not obliged to) accept any Booking by the Tour Operator and provide the requested services in the Booking from time to time during the Term, on a non-exclusive basis.

3.2 The Tour Operator acknowledges and agrees that nothing in this Agreement shall preclude the Hotel from accepting booking of any Village Houses from or licensing or renting any Village Houses to any person other than the Tour Operator.

3.3 Each Booking by the Tour Operator shall be made in writing to the Hotel by one of the following means:

(a) by email to reservations@mraukuprincess.com and always cc to zawhein.tun@mraukuprincess.com and marked as attention to Reservation Department ; or

(b) by facsimile at 09 252083225/ 252083227 and marked as attention to Reservation Department .

3.4 Each Booking by the Tour Operator shall specify the following information:

(a) the number and category Village House and the bed type to be booked;

(b) the number of Guests in respect of the Booking with the specification of the number of Adults and Children;

(c) the check-in date and check-out date in respect of the Booking;

(d) the total amount of Booking Price in respect of the Booking;

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- (e) details of any request for “free-of-charge” or special discount for the Booking and other related services of the Resort;
 - (f) any other information to be specified in the Booking as required by the Hotel.
- 3.5 The Tour Operator acknowledges and agrees that no representations or warranties are given by the Hotel that Village Houses will be available for a Booking. Subject to the terms of this Agreement, a Booking shall only be regarded as accepted by the Hotel and the Hotel shall only be required to reserve the Village Houses requested in a Booking if the Booking is a Validly Confirmed Booking.
- 4. Contract Rates and payment of Booking Price**
- 4.1 The Contract Rates for Booking are set out in Schedule 1 hereto and the Hotel is entitled to revise the Contract Rates from time to time at its sole discretion by giving a prior written notice of 7 days to the Tour Operator before the revised Contract Rates take effect. For the avoidance of doubt, any revised Contract Rates shall not affect the Contract Rates of a Validly Confirmed Booking made prior to the effective date of the revised Contract Rates.
- 4.2 Subject to clause 4.3, the Tour Operator shall pay the Deposit within 1 Business Day (or such later time limit as agreed by the parties in writing) after the date of the Booking Confirmation is given by the Hotel and such Deposit is non-refundable. The Tour Operator shall pay the balance of the Booking Price to the Hotel on or before 45 days prior to the check-in date set out in the Booking Confirmation.
- 4.3 If the check-in date set out in the Booking Confirmation is less than 45 days from the date of the Booking Confirmation, the Tour Operator shall pay the full Booking Price within 1 Business Day (or such later time limit as agreed by the parties in writing) after the Booking Confirmation is given by the Hotel.
- 4.4 Unless otherwise notified by the Hotel, any Village Houses reserved by the Hotel for a Validly Confirmed Booking will immediately and automatically released for booking by any third parties if the Tour Operator fails to make the payment under clause 4.2 or clause 4.3 (as the case may be).
- 4.5 Any payment required to be made by the Tour Operator to the Hotel under this Agreement shall be made by one of the following means below:

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(a) by transfer of payment to the following bank account in United States Dollors or Euro Dollars:		
Account name	:	Mrauk Oo Princess Resort
Account address	:	
Bank	:	CB Bank
Bank address	:	No.(334),(336), Corner of Strand Road & 23 rd Street, Latha Township, Yangon
SWIFT	:	COPBMMMY
CHIPS UID number	:	
Telex number	:	
Account number	:	0010101200442135

(b) by payment in cash in United States Dollors or Euro Dollars at the Hotel's Yangon payment office below:		
Account name	:	Mrauk U Princess, 133F, Mawyawaddy Lane, Mayangone Township, Yangon
Telephone number	:	+95 1 656254

5. Cancellation policy and other policies of the Hotel

5.1 The following cancellation fees shall apply if a Validly Confirmed Booking is cancelled by the Tour Operator:

- (a) 50% of the Booking Price shall be charged by the Hotel if a Validly Confirmed Booking is cancelled 15 to 35 days prior to the check-in date set out in the Booking Confirmation;
- (b) 75% of the Booking Price shall be charged by the Hotel if a Validly Confirmed Booking is cancelled 8 to 14 days prior to the check-in date set out in the Booking Confirmation; or
- (c) 100% of the Booking Price shall be charged by the Hotel if a Validly Confirmed Booking is cancelled less than 8 days prior to the check-in date set out in the Booking Confirmation.

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- 5.2 The Tour Operator agrees that any partial reduction of number of Guests or number of Village Houses, or number of days of stay of a Validly Confirmed Booking will also be subject to the Cancellation Policy and the cancellation fees will be charged on a pro rata basis.
- 5.3 The Tour Operator and its Guests are subject to the Cancellation Policy set out in clause 5.1 and Other Hotel Policies set out in Schedule 2. The Tour Operator undertakes to ensure that its Guests agree, accept and fully acknowledge the Other Hotel Policies, which shall bind them in respect of their stay at the Hotel. The Hotel is entitled to revise the Cancellation Policy and Other Hotel Policies from time to time at its sole discretion by giving a prior written notice of not less than 30 days to the Tour Operator before the revised policies take effect.

6. Limitation of Liability

- 6.1 To the extent permitted by Applicable Law, the Hotel shall not be liable for any liability arising out of any events, circumstances or occurrences beyond the control of the Hotel including but not limited to acts of terrorism, acts of God, flood, war, strikes, riot, theft, delay, cancellation, civil disaster, government regulations or changes in itinerary or schedule. If, despite the limitation in this clause 6, the Hotel is found liable for any loss or damage which arises out of this Agreement, subject to clauses 6.2 to 6.5, to the extent permitted by Applicable Law, the total liability of the Hotel (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Tour Operator in respect of:

- (a) any breach of this Agreement;
- (b) any loss or damage of any kind however caused, in contract, tort (including negligence), under any statute or otherwise from or relating in any way to this Agreement or its subject matter;

shall be limited to and shall not exceed, the greater of (i) the Booking Price of the relevant Booking paid by the Tour Operator to the Hotel;

- 6.2 Nothing in this clause 6 shall limit or exclude the liability of the Hotel for:

- (a) death or personal injury resulting solely from negligence; or
- (b) loss or damages caused solely by the fraud or fraudulent misrepresentation; or
- (c) loss or damages caused solely by the deliberate default or wilful misconduct,

on the part of the Hotel, its employees, agents or subcontractors.

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- 6.3 The Hotel shall not be liable for any claim of loss or damage (“**Claim**”) except to the extent such claim has been supported by written notice of the Claim issued by the Tour Operator specifying the facts, matters or circumstances giving rise to the Claim and an estimate of the amount of loss arising out of or resulting from the Claim. The Tour Operator must provide such reasonable documents or information as the Hotel may request in regards to the Claim.
- 6.4 Where the Tour Operator is or is likely to be entitled to recover from some other person any sum in respect of any matter or event which could give rise to, or is related to, a Claim (“**Recovered Sum**”), and if so required by the Hotel, the Tour Operator will, at the Hotel’s expense:
- (1) take all reasonable steps to recover that sum before making the Claim;
 - (2) keep the Hotel at all times fully and promptly informed of the conduct of such recovery; and
 - (3) reduce the amount of the Claim by the amount of the Recovered Sum less the amount of costs and expenses incurred in connection with the recovery.

If the recovery is delayed until after the Claim has been paid by Tour Operator to the Hotel, the Recovered Sum will be paid to the Tour Operator.

- 6.5 The Tour Operator may not make any Claim unless reasonable details of the Claim have been notified to the Hotel in accordance with clause 6.3 within one (1) month from the date the matter giving rise to such Claim has occurred.

7. Termination

- 7.1 Either party shall be entitled to terminate this Agreement by giving one (1) months’ notice in writing to the other party at any time.
- 7.2 The Hotel shall be entitled to terminate this Agreement forthwith without prior notice if the Tour Operator is in breach of this Agreement.
- 7.3 Despite the termination of this Agreement, the parties’ obligation shall remain in force in its entirety for a Validly Confirmed Booking, the full Booking Price of which has been fully paid by the Tour Operator in accordance with this Agreement.



8. Confidentiality

None of the parties hereto shall disclose to any other person the terms of this Agreement and all other information disclosed to any other pursuant to this Agreement, except to those employees and staff of the parties for which extent such disclosure is reasonably necessary for the purpose of this Agreement. The parties hereto shall also take all reasonable steps to ensure that such employees and staff who receive the information shall keep such information strictly confidential and used only for the purpose of this Agreement.

9. Entire agreement

This Agreement supersede any prior agreement between the parties relating to its subject matter whether written or oral and any such prior agreements are cancelled as at the commencement of the Term but without prejudice to any rights which have already accrued to either of the parties pursuant to such prior agreement.

10. Counterparts

This Agreement may be signed in any number of copies or counterparts (and by the different parties hereto on separate copies or counterparts), each of which when so signed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

11. Notices

Any notice required to be given under this Agreement shall be served either personally or by sending it through the post or by facsimile or other form of electronic communication to the following addresses:

To the Hotel:	Address:	Aung Tat Quarter, Mrauk U, Rakhine State, Myanmar
	Attn:	Reservation Department
	Fax No.:	+ 95 09 850556, 09 8500557 / 09 252083225, 09 252083227
	Email:	reservations@mraukuprincess.com
To the Tour Operator:	Address:	[●]
	Attn:	[●]

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Fax No.: [•]

Email: [•]

Any notice shall be deemed to have been served, if served personally, when delivered, if sent by post, 48 hours after it is posted (or 5 days later if overseas), if sent by facsimile or email, on the first Business Day following the transmittal thereof and, if sent otherwise, twelve hours after despatch. Any notice received or deemed to be received on a Sunday or public holiday shall be deemed to be received on the next Business Day.

12. Severance

- 12.1 If any provision of this Agreement is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of this Agreement will remain in full force and effect and will not in any way be impaired.
- 12.2 If any provision of this Agreement is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.

13. Governing law

This agreement is governed by and is to be construed in accordance with the law of Myanmar.

A. Contract rate for 1st September 2018 to 31st May 2019

23 Village Houses				
Published Rate: Single = 250 USD, Double = 250 USD, Extra Bed = 80 USD				
Low Season		High Season		For all season
September 18 & April 2019 to May 2019		October 2018 to March 2019		01 st September 2018 to 31 st May 2019
Single	Double	Single	Double	Extra Bed
130	130	180	180	60
Above mentioned rates are quoted in US\$ and are based on single or double occupancy per room per night inclusive of daily breakfast.				

The hotel will be closed in June, July & August.

B. MEALS AND FOOD

- US\$ 30 for Asian/European/Chinese/Danyawaddy/Vesali Set per person.
- For groups of 8 persons or above Booking, 24 hours prior menu selection is recommended for our timely delivery of food service.
- Requests for special menus for groups should be included in your Booking.
- US\$ 18 per person for Set Menu for children between 5-12 years old.
- The cost for special menus will vary depending on the number of clients and seasonal availability.

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C. TOUR GUIDES

- a) One Local Tour Guide who accompanies a group of 16 persons or more will be given a complimentary tour guide room with breakfast & dinner.
- b) Under special circumstances a tour guide room with breakfast and dinner may be offered for US\$ 45 per night for all seasons including breakfast and dinner subject to hotel availability.
- c) Local Tour Guide Room requests should be included in your Booking. Other Food and beverages consumed by tour guides will be charged 20% discount on our normal hotel rate.

D. Events rate will be attached by separate file.

Other Hotel Policies of Mrauk U Princess Resort (the “Hotel”)

FOC / DISCOUNT REQUESTS ON HOTEL ACCOMODATION, FOOD & SERVICES

- i. All requests for FOC or special discounts for our Village Houses and services must accompany the original booking. Requests will not be considered if submitted after the original booking has been confirmed by our reservation office.
- ii. Requests for FOC or special discount will be subject to room availability during our low season from April 1st through May 31st, 2019 only. From October 1st, 2018 through March 31st, 2019 FOC or discounted accommodation will not be available.

A. Check-in and check-out policy

- 1. The Hotel's standard check-in time is at 12:00 earliest and check-out time is at 12:00 latest.
- 2. Should you need to confirm an earlier arrival than the Hotel's standard check-in time or a departure later than 12:00, please contact the Hotel directly in advance. If you plan to arrive earlier than the Hotel's check-in time and want to guarantee that you would be able to check into your room upon arrival, we would advise you to reserve the night prior to the date of arrival.

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3. Guests who booked our Hotel through their own travel agent must present the travel agent's official voucher when checking in to our Hotel. Guests with no official voucher from their travel agent will be required to pay for accommodation, meals and services upon check-in.
4. Check-out time is 12:00 noon latest. Guests wishing to extend their stay will be charged a fee. Fees vary according to checkout time. Arrangements are subject to availability and should be made with the Front Office team located at the Reception Desk.

B. Occupancy policy

1. Up to one child under 5 years of age can stay free of charge when using existing beds or complimentary baby cot (subject to availability when booking). Any child of 5 years of age or over will be charged the extra person supplement.
2. Extra bed request are always subject to availability especially during the high season.
3. The reservation request must specify bed type requirement.

C. ID Requirement

1. For security purposes, valid photo identification is required at check-in. Acceptable forms include a drivers license and passport.
2. Children (under 18 years) must be accompanied by their parents or guardian. Identification for children is also required.

D. Payment policy

1. If a booking is made 45 days before arrival date, a non-refundable 20% deposit of your total booking amount is required within 1 business day (or such other time limit as agreed by the Hotel in writing) after the date of a booking confirmation is given by the Hotel. Balance of the booking value must be paid 45 days before arrival date. The requested rooms will be automatically released for booking by any third parties if the deposit or the balance of the booking value is not duly paid in accordance with this paragraph.
2. If a booking is made less than 45 days before arrival date, the full booking amount must be paid

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with 1 business day (or such other time limit as agreed by the Hotel in writing) after a booking confirmation is given by the Hotel. The requested rooms will be automatically released for booking by any third parties if the full booking amount is not duly paid in accordance with this paragraph.

3. All other charges incurred during the stay at the Hotel are due upon presentation of bill and we do not accept traveller cheques and we accept Visa and Master credit card depending on our internet connection. US Dollars and Euro are accepted.

E. Standard cancellation fees for confirmed bookings

1. 50% of the total booking amount will be charged as cancellation fee if a confirmed booking is cancelled 15 to 35 days prior to the confirmed arrival date.
2. 75% of the total booking amount will be charged as cancellation fee if a confirmed booking is cancelled 8 to 14 days prior to the confirmed arrival date.
3. 100% of the total booking amount will be charged as cancellation fee if a confirmed booking is cancelled less than 8 days prior to the confirmed arrival date.
4. Any partial reduction of number of guests or number of Village Houses, or number of days of stay of a confirmed booking will also be subject to the cancellation policy under this paragraph E and the cancellation fees will be charged on a pro rata basis.

F. Loss, damage, or theft of personal items

The Hotel shall not be held responsible for loss, damage or theft of cash, jewellery or other items left in the guest rooms and/or the Hotel property. Guests are advised to obtain insurance to cover curtailment, and loss of luggage, personal effects, damages personal injury and money/valuable belongings. Safe deposit boxes are available for the safekeeping of valuable items during guests' stay with the Hotel and luggage storage is available only for guests staying with the Hotel to store their luggage or other personal belongings before check-in or after check-out, at the Hotel's option. You use the safe deposit boxes and the Hotel luggage storage facility at your own risk. The Hotel will not be responsible for loss of or damage to the luggage, the contents therein or your personal belongings during storage however caused any you hereby release the Hotel from any liability in respect thereof.

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G. Limited liability

1. To the extent permitted by the applicable law, the Hotel shall not be liable for any liability arising out of any events, circumstances or occurrences beyond the control of the Hotel including but not limited to acts of terrorism, acts of God, flood, war, strikes, riot, theft, delay, cancellation, civil disaster, government regulations or changes in itinerary or schedule. Subject to paragraphs G.2 to G.3 below, and to the extent permitted by all applicable law, the Hotel shall not be liable for:
 - (a) the death of, or injury to, the guests of the Hotel;
 - (b) any loss of, damage to, or theft of, any possessions or property of the guests of the Hotel or the guests' visitors to the Hotel; or
 - (c) the acts or omissions of any other guests of the Hotel or their visitors.
2. Nothing in paragraph G.1 above shall limit or exclude the Hotel's liability for:
 - (a) death or personal injury or damage to possessions or property of guests directly and solely caused by the gross negligence or willful default on the part of the Hotel; or
 - (b) any matter in respect of which it would be unlawful for the Hotel to exclude or restrict liability.
3. If, despite the limitation under this paragraph G, the Hotel is found liable for any loss or damage which arises out of your stay at the Hotel, the total liability arising under or in connection with the stay at the Hotel, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty, or otherwise, shall be limited to the amount of the Hotel's charges quoted for the provision of services and accommodation during the stay at the Hotel of the person to whom it is liable.

Further, the Hotel will not be held responsible for the acts or omissions of third persons occurring on the premises.

H. Lost and found

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Articles left behind by guests and found after departure will be kept for collection by owner up to 90 (ninety) days. After that time, unclaimed items will be disposed by the Hotel as seen fit.

I. Dress code

Bathing attire is not permitted in the Lobby area or at the restaurants.

J. Pet policy

The Hotel unfortunately does not accept pets. Guide dogs are permitted.

K. General policy

The Hotel has the right to request guests and/or third parties, to vacate room or leave the Hotel premises, whenever not respecting any article of the Hotel's internal rules, or behaving improperly at the criteria of the Hotel.

The hotel notes that the guest(s) have read and accepted the above policies.

EXECUTION PAGES

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THE HOTEL

SIGNED for and on behalf of
Mrauk U Princess Company Limited



.....
Signature of Authorised Signatory

.....**ZAW HEIN TUN**.....
Name of Authorised Signatory (block
letters)

THE TOUR OPERATOR

SIGNED for and on behalf of **[full name of the
Tour Operator]**

.....
Signature of Authorised Signatory

.....
Name of Authorised Signatory (block
letters)