



**JASMINE NGAPALI
RESORT**

CONFIDENTIAL AGENT FIT/GIT MARKET CONTRACT RATES

VALIDITY: 1st October 2018 to 30th September 2019

Hotel : JASMINE NGAPALI RESORT	Company : Asia Expeditions Travels
Address : Gaut Village, Ngapali Beach, Thandwe Rakhine Myanmar	Address : House#04, RM-E, 6 th Floor, Corner of Anawyahtar Rd & Lower Pazunduang
Tel : 09 769797971~73, 09 400400280	Tel : 01 200401, 09 5062644
Contact : Ms. Wint Wah Wah Lwin	Contact : Ms. Malar Aye
Designation : Sales Manager	Designation : Country Manager
Email : sales2@jasminepalacehotel.com	Email : malar@asia-expeditions.com

This Confidential FIT Contract Rate Agreement is made between JASMINE NGAPALI RESORT, owner/operator of (the "Resort"), and Asia Expeditions Travels (the "Tour Operator").

The parties have reached an understanding with respect to the rates for accommodation, meal and other services rendered by Resort to Tour Operator. The Parties agree as follows:

A) ROOM RATES: ALL MARKETS - ROOM INCLUDING BREAKFAST

CURRENCY: US DOLLAR

Room Type	Total Room	LOW SEASON 01 JUN 19 - 30 SEPT 19	HIGH SEASON 01 OCT 18 - 31 MAY 19	PEAK SEASON 23 DEC 18 - 05 JAN 19, 10 APR 19 - 20 APR 19
Deluxe	36	75.00	90.00	107.00
Junior Suite Garden View	8	110.00	132.00	157.00
Junior Suite Sea View	8	120.00	144.00	172.00
Ocean View Villa	22	150.00	180.00	215.00
Beach Front Pool Villa	12	215.00	258.00	307.00
Extra Bed		50.00	50.00	50.00

❖ **Maximum room occupancy:**

Deluxe	2A + 1C	Junior Suite Garden View	2A + 1C
Junior Suite Sea View	2A + 1C	Ocean View Villa	2A + 1C
Beach Front Pool Villa	2A + 1C		

B) MEAL RATES

Meal Rates (USD)	Adult	Children Between 4-11 years old	Children under 4 years old
Breakfast	20.00	50%	FOC
Lunch	30.00	50%	50%
Dinner	40.00	50%	50%

C) TRANSFER RATES

All above rates are included of complimentary shuttle service from & to the airport.
(Please advise exact flight number and time)

AUTHORIZED SIGNATORY AND COMPANY STAMP

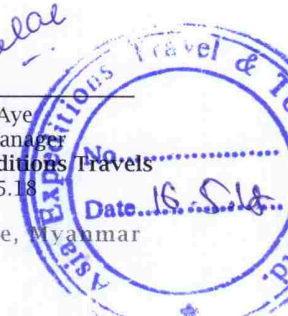
Ms. Pasuta Sukmanop
General Manager
Jasmine Palace Hotel
Date: 16.05.18

Mrs. Naw Hnin Zi @ Rose
Director of Sales & Marketing
Jasmine Palace Hotel
Date: 16.05.18

Ms. Wint Wah Wah Lwin
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E: rsvn@jasminengapali.com





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D) CONDITIONS OF AGREEMENT

- ❖ All above rates are in **US Dollar** per room per night for single and double occupancy and non-commissionable. **Rates are inclusive of service charge and applicable government taxes.** If any government taxes are raised within this contract period, the hotel reserves the right to adjust the contract rates accordingly to reflect the change.
- ❖ The rates given in this contract are not applicable for meetings or conference business is available upon request and depends upon availability.
- ❖ All information & rates offered in this agreement are strictly confidential & may not be disclosed to third parties for whatsoever reason or purpose. The Company should not sell higher than our public rates.

E) HONEYMOON OFFERS & ANNIVERSARIES : Year Round

- ❖ Standard complimentary inclusions (Subject to minimum 3 nights stay)
- ❖ In room check in
- ❖ Fruit & Flower on the day of arrival
- ❖ Exotic room set up on day of arrival
- ❖ Half hour complimentary couple massage
- ❖ This offer is no applicable for Deluxe and Junior Suite

F) TOUR ESCORTS/BONUS

The following concessions will be applicable for Tour Escort only (accommodation must be utilized without payment in lieu):-

- ❖ **For over 10 paying rooms gets 1 room complimentary, arrival and departure should be the same based on room only.** Maximum two (2) rooms per group or equivalent upgrades, and above at Management's discretion with apply for normal contract room rate used only.

G) CHILDREN CONCESSIONS

- ❖ Accommodation is complimentary for one child below 11 years when sharing a room with adults. An extra bed can be set up on request (as per contract rate)
- ❖ All children under the age of 11 are entitled to 50% discount on all contracted meal arrangements.
- ❖ A complimentary baby cot can be provided on request.

H) CANCELLATION POLICY

The business partner shall notify the Resort in writing of any cancellation prior to the minimum notice dates, otherwise a late cancellation charge will be applied as follows:-

ACCOMMODATION

Peak Season: 23.12.18 – 05.01.19, 10.04.19 – 20.04.19

- ❖ Cancellation received by the resort less than **30 days** prior to arrival day, a cancellation fee equivalent to 100% of the total room charge will be applied.

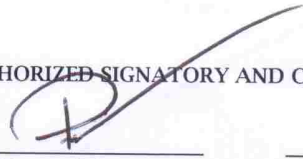
High Season: 1.10.18 – 31.05.19

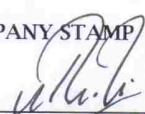
- ❖ Cancellation received by the resort less than **14 days** prior to arrival day, a cancellation fee equivalent to 50% of the total room charge will be applied.


Low Season: 01.06.19 – 30.09.19

- ❖ Cancellation received by the resort less than 7 days prior to arrival day, a cancellation fee equivalent to the contract rate of one night will be applied.

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MEAL

All Seasons Period: 1.10.18 – 30.09.19

- ❖ Any Cancellation of meal bookings must be advised to the resort at least 48 hours in advance.
- ❖ Meal cancellation received by the resort less than 48 hours, a cancellation fee equivalent to 50% of total meal charges as per guaranteed person will be applied.
- ❖ Meal cancellation received by the resort on the same day of arrival, a cancellation fee equivalent to 100% of total meal charges as per guaranteed person will be applied.

I) NO SHOW POLICY

- ❖ A reservation is considered "No show" if arrival does not occur on the date reserved and the Resort is not notified of any emergency delays in writing, the Resort reserves the right to charge a no show fee of 100% total room charge.

J) CHECK IN / CHECK OUT TIME

- ❖ Check-in time is 14:00 hours.
- ❖ Early check in time is required **50% of daily room contract rate**; subject to room availability.
- ❖ Check out time is no later than 12.00 hours (noon).
- ❖ Late check-out between 12 hours (noon) to 18:00 hours is required **50% of daily room contract rate**, subject to room availability.
- ❖ Late check-out after 18:00 hours is required **100% of a full day's room contract rate**, subject to room availability.

K) EARLY CHECK OUT/SHORTEN STAY

- ❖ In the event that the individual check-out ahead of the booked and confirmed the Resort reserves the right to charge a penalty to the business partner equivalent to the contract rate of the full length stay and there will be no refund given for any case of departure before check out date of your booking.

L) RESERVATIONS

- ❖ The Tour Operator shall direct all reservations to the Reservation Department of the Resort.
Contact: E-mail: rsvn@jasminepalacehotel.com Direct Tel: +95 1 538953-54; +95 1 538551; +95 1 539961
- ❖ All reservations are subject to availability and confirmation, unless a firm room allotment has been agreed upon by the Resort.
- ❖ Those rates apply to the initial length of stay / reservation only. Any upgrades or extensions made directly at the Resort will be payable by the guests directly at the Resort selling price. Any direct payments made are strictly non-commissionable.


ROOMING LISTS

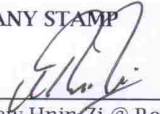
The Tour Operator shall submit to the Resort a final rooming list together with flight details and meal requirements at least 15 days prior to arrival. Should the Tour Operator fail to supply such information as specified, the Resort reserves the right to release the reserved accommodations, unless agreed otherwise by the Resort.


BOOKING CONFIRMATION VOUCHER

- ❖ Guest may need to presents your company's voucher upon arrival at all times.
- ❖ If guest have not official voucher from your company, will be charges full payment upon check out.

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M) TERM OF PAYMENT : PREPAYMENT

- ❖ **Deposit/Payment:** Prepayment is required for all bookings. Low Season: 7 days prior of arrival, High Season: 14 days prior of arrival and Peak Season: 30 days prior of arrival. Accommodations not guaranteed by full pre-payment may be subject to cancellation by the Resort.
- ❖ **Credit Term:** Rates on this contract are conditional on payment being received by the Resort no later than 30 days from the date of invoice. If credit facilities have been established.

N) BANK DETAILS OF PAYMENT

Account Name : Myanmar Alinkar Hotel Group (Jasmine Ngapali Resort)

Account No : 05710905702827701

Bank : Kanbawza Bank

Branch : Kyuntaw Branch

M) DISPUTES, ACTIONS OR OTHER MATTERS ARISING

- ❖ It is expressly agreed and declared that the proper law of this Agreement is the law of Myanmar and that any disputes, actions or other matters arising hereunder shall be determined in a court of Myanmar in accordance with the laws and procedures of Myanmar 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 possession of this contract signed by the Company.

O) REMARK

❖ **Brochure**

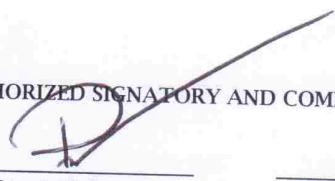
The Tour Operator will feature the Resort in its tour program (s) and brochure (s) as a 4 Stars Resort and include a photograph of the Resort when appropriate. Sample copies of such brochure (s) must be made available to the Resort. The layout must be confirmed prior to the printing of the brochure.

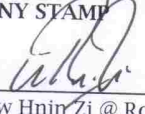
❖ **Website Sales (B2C)**


The rates contained in this contract are strictly for wholesale purposes only. ***The tour operator is responsible to ensure that the rate in this document is strictly confidential. This contract rate should not be published or disclosed on internet website and not linked with any other OTAS and other e-commerce platforms.*** Regular checks of web sites are made, and should rates be found lower then reservations from these sites will not be honored. The tour operator is also responsible for all pictures and descriptive text of the hotel and must ensure that it is correct and kept up to date.


- ❖ If you are in agreement with these terms and conditions, please sign and return the copy of this contract not later than 15 days.

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