

8 January 2018

Ms. Marlar Aye
Country Manager

Asia Expeditions Travels & Tours Co., Ltd.

House #04, RM (E), 5th Floor Corner of Anawyahtar Road and Lower Pazundaung,
Yangon, Union of Myanmar

Tel : (+95) 9 5062644 / 1 200 401

E-mail : marlar@asia-expeditions.com

Re : 2018 – 2019 Contracted Rates
Validity : 1st October 2018 to 30 September 2019
Currency : United States Dollars (USD)

Dear Ms. Marlar Aye,

Thank you for your continued support to Bagan Lodge Hotel and Spa, the premier boutique luxury hotel in Bagan, Myanmar!

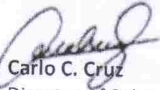
We are pleased to present your contracted rates valid until September 30, 2019 for your perusal.

Please note that your contracted rates shall only be in effect upon receipt of the signed contract on or before 31 January 2018, otherwise our Best Available Rate of the day will apply.

We value our long term partnership with you and we look forward to serving your guests in the not too distant future.

Meanwhile, should you have questions or further requests please let us know. Our contact details are listed below.

Yours sincerely,


Carlo C. Cruz

Director of Sales and Marketing

BAGAN LODGE HOTEL AND SPA

Direct: (+95) 9452228383 to 84

Mobile: (+95) 9965151122

ROOM RATES

Room Type	Room Size	Published Rate	1st Oct 2018 – 31 Mar 2019 (High Season)			01 Apr 2019 – 30 Sep 2019 (Low Season)			Extra Bed/Person
			FIT	GIT	SERIES	FIT	GIT	SERIES	
Villa	72 sqm	\$280 244	\$190 195	\$185	\$180 175	\$125 123	\$120	\$115	\$60
Suite Room	100 sqm	\$750	\$650 680	-	-	\$350 320	-	-	

- Above rates are inclusive of applicable government tax and service charge
- All room rates are non-commissionable
- Maximum of two (2) adults and one (1) kid 0 - 11 years of age if sharing bed with parents
- GIT rate shall only apply for group bookings with minimum of ten (10) paying rooms
- All bookings from 24 December 2018 to 1 January 2019 (Peak Season) will be subject to a US\$ 20 surcharge per room per night
- Compulsory Dinner for guests staying on the 24 December 2018 (Christmas Eve) and 31 December 2018 (New Year's Eve). Rate to be advised.

PACKAGE INCLUSIONS:

- Complimentary American Breakfast
- Wireless internet access
- Telephone with access to International Direct Dial (IDD)
- Each room with private veranda
- Cable Television
- Workstation and receiving area
- Separate rain shower and bath tub
- Individually controlled air-conditioning unit
- Complimentary in-room coffee and tea making facility
- In-room safety deposit box
- High quality toiletries and bath room amenities
- Complimentary bottled water replenished daily
- Baby cots are complimentary and available upon request

FOOD AND BEVERAGE

Meals Plans	Description	Adult	Maximum Resale Price
Lunch	Set Menu (3 courses)	\$20 net per person	\$25 net per person
Dinner	Set Menu (4 courses)	\$25 net per person	\$30 net per person
Buffet (min. 30 persons)	Lunch Buffet	\$28 net per person	\$30 net per person
	Dinner Buffet	\$30 net per person	\$35 net per person

- Children 11 years old and below will receive 50% discount on the rates above. Not valid in conjunction with other food and beverage promotions
- All food and beverage rates are non-commissionable

CHECK-IN AND CHECK-OUT:

- Check-in time is 2:00 pm and check-out time is 12:00 noon.
- Early check-in or late check-out are subject to availability and may incur additional charges.
- Late check-out charge of 50% of the contracted rate shall apply for confirmed late check-out arrangement until 6.00 PM. Full rate will be charged beyond 6:00 PM

GROUP CONCESSION

The hotel will provide one (1) complimentary room for every ten (10) full paying rooms, up to a maximum of two (2) rooms, non-accumulative for each group. Complimentary rooms are inclusive of breakfast and are to be utilized only during the group's stay and are not exchangeable for cash or used as rebates.

For food and beverage, the hotel will provide one (1) complimentary meal for every sixteen (16) paying guests, up to a maximum of four (4) meals per group. Regular menu rates are not available on December 24, 25, 26, 31 and January 1.

FIT RESERVATION POLICY

- Rate is applicable upon receiving advance reservation from your office. In case no prior reservation has been made, published rates shall apply.
- Room reservation is subject to availability and confirmation by the Hotel, therefore advance reservation is mandatory.
- All FIT bookings must be made directly with Bagan Lodge Reservations Team by fax or email address.
- Meal plans, arrival and departure times and special instructions, if any, are required fourteen (14) days prior to arrival.
- Any reservation continues through low season to high season, Bagan Lodge happy to offer the first night rate till the departure date.

FIT PAYMENT POLICY

- Full payment for all bookings should be made 30 days prior to arrival OR upon confirmation of any reservation made less than 30 days from arrival.
- Payment must be made directly at our Yangon Office, or sent by wire transfer to the Hotel's US Dollar Bank.
- The Hotel reserves the right to release all rooms not guaranteed by deposit, unless separate written credit arrangements have been agreed by both contracting parties in writing.

FIT CANCELLATION / AMENDMENT POLICY

- Notification of cancellation must be made in writing to Reservations Department either by Fax or by email address.
- **High Season (01 Oct 2018 – 31 Mar 2019):** Between 21 to 14 days prior to arrival, 1 night's room charge per room reserved. Between 13 days to date of arrival, full charge will be applied.
- **Peak Season (24 Dec 2018 – 1 Jan 2019):** Between 30 to 21 days prior to arrival, 1 night's room charge per room reserved. Between 20 days to date of arrival, full charge will be applied.
- **Low Season (01 Apr 2019 – 30 Sep 2019):** 15 days prior to arrival, 1 night's room charge per room reserved. Between 7 days to date of arrival, full charge will be applied.
- Any amount prepaid by Operator for a room cancelled / amended under this clause will be refunded by Hotel to Operator within 14 days of the cancellation or will be set off against the next invoice provided by Operator to the Resort.
- During Peak Season, the Hotel reserves the right to impose an earlier cut-off period for cancellations or amendments.

NO-SHOW:

- In the event of a no-show by the Individual Leisure Customer, the Operator shall pay to the Hotel the total price of the contracted arrangements (Accommodation / F&B / Entertainment / Other). If the amount has been prepaid, all payments for the contracted arrangements shall be forfeited in favor of the Hotel.

GIT/SERIES RESERVATION POLICY

- Rate is applicable upon receiving advance reservation from your office. In case no prior reservation has been made, published rate shall apply.
- Room reservation is subject to availability and confirmation of the Hotel, therefore advance reservation is mandatory.
- A minimum of ten (10) rooms with identical arrival date/time are required to qualify for a group/series booking.
- In the event a group/series booking is reduced to less than 10 rooms, FIT rates will automatically be assigned to replace the Group/Series rate.
- All room lists for groups/series must clearly indicate guest's full name, arrival and departure dates, passport and/or visa numbers, flight details, transportation arrangements, guest gender and room type (single or twin).
- Confirmed number of rooms, meal plans, final room lists details, arrival and departure times and special instructions, if any, are required at least 30 days prior to group's arrival. If not, written confirmation is requested. The Hotel reserves the right to cancel all group arrangements if no confirmation from the agent.
- Rates confirmed upon reservation will apply for the entire duration of stay.

GIT/SERIES PAYMENT POLICY

- A deposit equivalent to 50% of the total invoice must be paid upon confirmation of the group/series booking.
- Payment for the remaining balance must be settled in full at least thirty (30) days prior to arrival.
- If the group/series is booked less than 30 days from arrival, full payment is required to secure the booking.
- The Hotel reserves the right to release all rooms not guaranteed by deposit, unless separate written credit arrangements have been agreed by both contracting parties in writing.
- Payment must be made directly at our Yangon Office, or sent by wire transfer to the Resort's US Dollar Bank, under the beneficiary:

Bank Details

Account Name: Bagan Lodge Company Limited
Bank Name: CB Bank
Address: No. 334/336, Corner of 23rd Street & Strand Road, Lathan T/S, 11142, Yangon, Myanmar
Account Number: 0010101200034266
Swift Code: CPOBMMMY

- Applicable bank charges must be shouldered by the travel agent.
- Kindly e-mail us a copy of the bank transaction including the booking information and attention to our Accounts Receivable Team at acc4@bagan-lodge.com. The receipt of the bank transaction is subject to the final confirmation from our bank.
- Services other than accommodation: The cost of all services provided to the Individual Leisure Customer by the Resort, other than accommodation, including, for example, telephone, laundry, mini bar, etc. and other additional services consumed and/or ordered at the Hotel, must be paid in full directly by the Individual Leisure Customer to the Hotel upon check-out. Operator must ensure the Individual Leisure Customers are aware of this obligation before arriving at the Resort.

GIT/SERIES CANCELLATION/AMENDMENT POLICY

- Notification of cancellation / amendment must be made in writing to Reservations Department either by fax or by e-mail.
- Any cancellations / amendments will be subject to the following charges:

GIT/Series Cancellation / Amendment Policy	
30 days and more before arrival:	No Cancellation Charge
Between 29 days and 16 days before arrival:	50 % of total room reservations value
Less than 15 days before arrival or no show:	100 % of total reservations value

CONFIDENTIALITY

- The agent/tour operator shall ensure that its employees and other authorized personnel shall keep confidential the details of the rates, all other provisions of this agreement and all other matters relating to Bagan Lodge and its business. Any failure by the agent/ operator to adhere to this condition may result in an automatic cancellation of rates without prior notice.

FORCE MAJEURE

In the event that the performance of the agreement is delayed or prevented by any unforeseen cause/event or if foreseeable, is beyond the Hotel's reasonable control (including, without limitations, any acts or orders of government authorities; or by fire or explosion; sale of the Hotel; necessary and essential construction; arrest or seizure and legal process; strike; Acts of God; other restraint of labor from whatever cause) the Hotel shall be discharged of its obligation to provide accommodation or other services. The Agent shall be allowed to reschedule the reservation at a date mutually agreed to by the Agent and Hotel.

TRANSFER OF GUEST

Bagan Lodge finding itself unable to accommodate guests with confirmed reservation will undertake to transfer the guests to another hotel and will bear any additional cost incurred due to this transfer. Bagan Lodge will commit at all times to accommodate all confirmed guests as soon as become available.

TAXES AND LEVIES

- The statutory Commercial Tax and any other taxes and levies added depend on the location of the Hotel and are subject to change upon request of local authorities.
- These agreed rates are inclusive of the commercial tax. They will be billed by the Hotel to the client. Should the applicable commercial tax rate, included in the negotiated rates, increase or decrease after the conclusion of these Term and Conditions, the rates granted by the Hotel to the client will be readjusted accordingly. The commercial tax rate applied shall be the rate in force on the date the invoice is issued.

E-CLAUSE

- The Operator/Travel Agent is permitted to market the accommodation services provided by the Hotel via an electronic medium (unless otherwise specified in writing by the Hotel) subject to the following conditions:
- The Operator/Travel Agent must not offer any of the Contract Rates directly to any consumer via its website, or through any other internet channels, including through companies owned, affiliated or related to the Operator/Travel Agent, without the prior written approval from the Hotel (to be given or withheld in the Hotel's absolute discretion);
- The Operator/Travel Agent must not, directly or indirectly, whether through intermediaries, subsidiaries, affiliates or otherwise, communicate, in any way whatsoever, the Contract Rates from which the Operator/Travel Agent benefits. This restriction includes any communications on websites accessible to the end-customer (general public);
- The Operator/Travel Agent must not in any way whatsoever compare the Contract Rates against the rates displayed in the Hotel in any type of marketing media; and
- The marketing and packages shall be formulated by the Operator/Travel Agent and refer to an accommodation offer in association with at least one additional service such as transport, etc.

MARKETING MATERIAL INCLUSION

- When the Hotel is included in any of the Operator/Travel Agent's marketing material, the Operator/Travel Agent must furnish a copy of such marketing material to the Hotel for approval prior to printing (which approval may be withheld in the absolute discretion of the Hotel). This is an essential obligation under this Contract.
- The Hotel takes no responsibility for any false information included in the marketing material provided by Operator/Travel Agent and Hotel's prior approval does not amount to any representation or warranty as to the correctness of the information.

TERMINATION OF CONTRACT

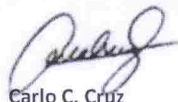
Bagan Lodge reserves the right to terminate this agreement if:

- The room nights generated do not meet the expected room night production.
- Rates are shared to a third party or a person outside of the company
- Rates are marketed or resold on the internet to other providers without the hotel's approval
- Rate are displayed or sold in any public domain
- Rates are sold to local corporate companies in Myanmar

The undersigned hereby agrees to the above stated rates, terms and conditions stipulated. Kindly acknowledge your acceptance by signing and returning the duplicate not later than **31 January 2018** otherwise contracted rates will not be effective and will apply the prevailing Best Available Rates.

Bagan Lodge Hotel and Spa

Asia Expeditions Travels & Tours Co., Ltd.



Carlo C. Cruz
Director of Sales and Marketing
Date: 08 January 2018


Marlar Aye
Country Manager
Date: 08 January 2018

Marlar Aye
Country Manager
Asia Expeditions Travels & Tours



Sales & Marketing Director [mailto:dosm@bagan-lodge.com]

Thursday, March 08, 2018 12:09 PM

undisclosed-recipients:

Subject: FLASH SALE & EARLY BIRD PROMOTION from BAGAN LODGE

Importance: High

Dear Travel Industry Partners,

Don't miss this chance to impress your clients and provide them the best accommodation in the magical city of Bagan!



FLASH SALE!

MARCH 2018
Villa Room at USD 140 per night

APRIL to SEPTEMBER 2018
Villa Room at USD 110 per night

Valid until September 30, 2018

EARLY BIRD PROMOTION

15% DISCOUNT
ON FIT, GIT AND SERIES RATES

Booking Period: March to August 2018
Stay Period: October 1 to December 23, 2018


Rooms are subject to availability
Terms and conditions apply

BAGAN LODGE

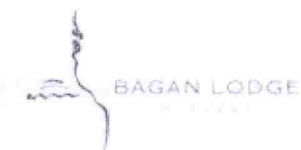
Terms and Conditions:

- Early Bird Promotion Discount is applicable only to regular 2018 – 2019 contracted rates for VILLA ROOMS and may not be used on top of any other discount or special rate.
- Please indicate FLASHSALE or EARLYBIRD code when making a reservation to avail the discount
- Not valid for reservations made and confirmed prior to the release of this promotion.
- Rooms are subject to availability. For updated room availability, please call our reservations team at telephone nos. +95 9420320535 / 799782537 / 777077334 – 36 or e-mail us at reservations@bagan-lodge.com
- Rates are non-commissionable.
- The management reserves the right to amend the terms and conditions without prior notice

Best regards,

 Carlo C. Cruz

Director of Sales and Marketing



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Nyaung Oo Township
Myanmar 11132

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Mobile : (+95) 9965151122

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