

#### **CONTRACT AGREEMENT**

Name of Travel Agent

: Asia Expeditions Travel and Tours

Contact

: Daw Mar Lar Aye

Position

: Country Manager

Address

: House # 04, RM (E6), 5th Floor, Corner of Anawyahtar Road and

Lower Pazundaung

Tel

:01 200 401

**Email** 

: marlar@asia-expeditions.com, phyo@asia-expeditions.com

Date: 8 March 2018

Dear Daw Mar Lar Aye,

Greeting from Amara Ocean Resort.

Thank you for choosing us for being one of your business partners. We are really appreciated of your cooperation in the past season of 2017-2018 along with great support which leading us to a better future besides long-term relationship with Amara Ocean Resort as well as the trust in working with you on your guest.

We are delighted to deliver the contract agreement for upcoming season (2018-2019) and looking forward to welcome you and your guests to experience our exclusive, peaceful and one of the beautiful beaches in Myanmar and to experience the daily life of native people and their hospitality with Amara Ocean Resort – "there is a place where time pause for a moment."

We would like you to sign your name and initialize on each page to indicate your agreement to the conditions outlined herein and return one (1) signed copy within two (2) weeks.

Should you have in the meanwhile any enquiries, please be free contact us.

Yours sincerely,

Lilly Kyu (Ms) Group Operations Manager Amara Group Co., Ltd

Preferred- Agent Rate



(Validity 01st September 2017 until 30th April 2018)

# **Shoulder Season**

(1st September – 31st October 2018, 1st April -12th April 2019, 18th April to 30th April 2019)

	1	
Room Type	Available	Bed & Breakfast Single/Double (FIT/GIT)
Royal Villa	1	USD 465.00
Bungalow Beach Front	15	USD 265.00
Bungalow Sea View (Second Row)	9	USD 220.00
Bungalow Duplex (Second Row)	4	USD 185.00
Extra Bed		USD 105.00

(Note - Accommodate maximum 4 persons at Royal Villa.)

# **High Season**

 $(1^{st}$  November -21 $^{st}$  December 2018,  $16^{th}$  January 2019 to  $31^{st}$  March 2019,

13th April -17th April 2019)

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Room Type	Available	Bed & Breakfast Single/Double (FIT/GIT)		
Royal Villa	1	USD 565.00		
Bungalow Beach Front	15	USD 395.00		
Bungalow Sea View (Second Row)	9	USD 325.00		
Bungalow Duplex (Second Row)	4	USD 260.00		
Extra Bed		USD 110.00		

(Note – Accommodate maximum 4 persons at Royal Villa.)

#### **Peak Season**

(22nd December 2018 to 15th January 2019)

Room Type	Available	Bed & Breakfast Single/Double (FIT/GIT)
Royal Villa	1	USD 665.00
Bungalow Beach Front	15	USD 525.00
Bungalow Sea View (Second Row)	9	USD 450.00
Bungalow Duplex (Second Row)	4	USD 385.00
Extra Bed		USD 155.00

(Note - Accommodate maximum 4 persons at Royal Villa.)

The above-mentioned rates are per room per night and inclusive of Breakfast, Airport transfers, Government tax and service charges. The rates are non-commissionable. Baby cot is available and should request on reservation.

### CHECK-IN / CHECK-OUT



Check-In :

1400hr (Local Time) 1200hr (Local Time)

# DAY USE POLICY/EARLY CHECK-IN & LATE CHECK-OUT

a) Any request for early check-in or late check-out, will be subject to the Hotel's sole discretion, which shall be based on Hotel's room availability on the relevant day must have written confirmation in advance from our Yangon Reservation Department.

b) Early check in (Before 1400hr) and late check-out (up to 1200hr) are subject to charge of 50% existing contract rate, subject to prior confirmation by the Hotel. A full night's charge will apply for check out after 1500hrs.

# RESERVATION PROCEDURES

- a) Reservations must be booked directly to AMARA OCEAN RESORT'S Reservation office in Yangon with email attached by official and legible reservation form.
- b) Reservations made through the telephone must be subsequently supported by e-mail.
- c) The Hotel reserves the right to refuse acceptance of any reservation(s) if the room(s) required are not be available or have already been reserved with respect to the period for which they are required or any part thereof.
- d) AMARA OCEAN RESORT must be received flight details 07 days ahead of arrival date and guest's name list at least 30 days prior to arrival.

#### TERMS AND CONDITIONS

# 1) ROOM POLICY

# 1.1 Group Policy

For every group; (10) paying rooms, the Hotel will grant (1) complimentary room including breakfast. Hotel has the right to decide the type of complimentary room. All complimentary room shall be used while the relevant group is in the Hotel. This concession is non-accumulative for each different group and cannot be exchanged for cash rebates and/or carried forward for future use.

# 1.2 Guide Room Policy

Guide room rate is \$ 110 USD/per room/per night during shoulder season and \$ 150 USD/per room/per night during High Season and \$ 160 USD for Peak Season but subject to room available of the Hotel.

### 1.3 Child Policy

- Children under 0-4 years can stay free of charge in parents' room using existing accommodation.
- Maximum 3 people can be accommodated in one room.

#### 2) MEALS



#### 2.1 Menu Rates

Breakfast \$ 16.00/ per pax
Set Lunch \$ 26.00/ per pax
Set Dinner \$ 30.00/ per pax
Candle Light Dinner \$ 43.00/ per pax
Candle Light Beach Dinner \$ 64.00/ per pax

### 2.2 Half Board/Full Board

Half Board \$30.00/ per pax Full Board \$56.00/ per pax

The above-mentioned rates exclusive of 5% Government tax and 10% service charges. The rates are non-commissionable. Kid's menu is available and upon request.

# 2.3 Group Policy

- Group reservations for any booking for (8) pax and above are required to book at least half board of a compulsory basis.
- The agent is required to book with the reservation department, either lunch or dinner upon the above-mentioned options within the contract or agree on any other special dinner arrangements.
- A Complimentary meal is provided for every (15) paying guests or (8) paying rooms as per contract rate to tour leader (or) guide.

# 2.4 Compulsory Dinner

Christmas Eve Gala Dinner \$ 100/per pax New Year's Eve Gala Dinner \$ 120/per pax

#### 2.5 Guide Meals

Hotel offers special set menu upon request for guide meals.

#### 2.6 Child Meals

- Breakfast is complimentary for children under 4.
- USD 9 Nett is charged to children between 4 to 11 for Breakfast if the child is sharing the bed with parents.
- A La Carte Menu is offered 50% off for children until 11.
- 50% off to children under 11 years old for Christmas Eve Gala Dinner & New Year's Eve Gala Dinner.
- Child meals are available and should request one day ahead.

Above price exclusive of government taxes, service charges and not applicable for all beverages and Room Service Orders. Please enquiry with our Reservation Office in Yangon for more information. Upon your confirmation menu will provide above subject.

#### 3) PAYMENT



# 3.1 Deposit Payment

- a) To settle 20 % deposit of total room night amount within (2) weeks of booking date to secure the booking in cash to Head office or bank transfer to the bank as below information.
- **b)** Any booking with deposit is not accepted to cancel or amend within cancellation period and the extra cancellation fees will be levied according to Cancellation Policy.

# 3.2 Bank Information

KBZ Bank Limited (USD)

**Beneficial Company** 

Amara Group Co., Ltd

**BFAccount Number** 

206 109 206 015 265 01

Swift Code

**KBZBMMMY** 

**KBZ** Bank Limited

No 39/49, Corner of Bank Street and Mahabandula Garden Street,

Kyauktada Township, Yangon, Myanmar

Remark: Bank transfer fees will bear by the travel agent.

# 3.3 Full Payment

- **a)** The balance of full payment should be settled (30) days prior to the guest arrival date in cash to Head office or bank transfer.
- b) Payment failure will be treated as Cancellation and the cancellation charges may apply.
- c) All additional hotel bills payable by Travels & Tour company for the guest should be settled within (15) days after receiving invoice.

#### REMARK

- a) Payment of all invoices must be made in American Dollars, either by cash, bank transfer.
- **b)** Tour Agent is responsible to cover for bank transfer charges for payment and not by beneficiary. And any such fees or charges cannot be deducted from payment due.

# 3.4 Within (30) Days Booking

- Any reservation which is made within (30) days prior to arrival requires full payment at the time of booking.

# 3.5 Cut-off Date

- The Hotel has the right to cancel the booking without further notice to the Agent if deposit or balance of payment does not receive on due date as per clause 3.3.

# 3.6 Cancellation/ No Show/ Early Departure Policy



# Days prior to arrival dates

# Cancellation/Amendment fee

		3.70
Between 60 - 45 days (reducing the No. of room/night)		20%
Between 44 – 31 days (reducing the No. of room/night)		50%
Between 30- 15 days (reducing the No. of room/night)		75%
Before 14 days to Arrival (reducing the No. of room/night	t)	100%

- Any booking with a deposit cancelled or amended within the cancellation period, the
  extra cancellation fees will be levied according to the cancellation fee policy. Above
  cancellations/amendments are applicable on each room/night.
- Travel agent must notify the Hotel by email for any cancellations, amendments and they
  will be completed only after acknowledgement by email from Hotel Reservation to
  Agent.
- In the event of early departure or reduction in confirmed room reservations within the mentioned notice period, the Hotel reserves the right to charge a late cancellation.

# 3.7 Liability

- The Agent agrees that neither the Company nor its affiliates shall be liable for any damage, loss (including personal injury, death and property loss).
- No responsibility is accepted by Amara Ocean Resort for loss or damage to baggage or any of the traveler's belongings throughout the duration of the vacation.

#### **OTHER MATTERS**

Contract rates should not appear on internet, website or direct sales to guests.

### CONFIDENTIALITY

All information contained in this document is strictly private and confidential and may not be disclosed to third parties for whatever reason or purpose.

### **INDEMNITY**

The Tour Operator shall responsible at all times of the behavior of any member of any booking(s) and for ensuring that any member of any relevant booking(s) abide by the Hotel's rules and regulations for the time being in force of the Hotel. The wholesaler herby undertakes to indemnify and to keep indemnified the Hotel Company and the Hotel against any claim; loss (including loss of profit) damage, cost or expenses and cost resulted directly from the gross negligence or willful default of the Hotel Company and/or the Hotel.

#### **SEVERABILITY**



In the event of any provision of this Agreement or any part of it is determined to be invalid, unlawful or unenforceable, then such provision shall be deemed to be deleted without affecting the remaining provisions of this Agreement.

# **CONTRACT ACCEPTANCE**

On behalf of Ama	ara Ocean Resort:	On behalf of the	Travel Agent:
Name	: Ms. Lilly Kyu	Name	: maelal
Position	: Group Operations Manager	Position Asia T.	Mariar Aye. Country Manager Travels & Tours
Signature	: Oly	Signature	:
Date	: 8 March 2018	Date	_ 1
Company Stamp	: AMARROCEAN	Company Stamp	No