

Individual Leisure Contract 2018-2019

BY AND BETWEEN THE UNDERSIGNED

And

SANCTUM INLE RESORT
Maing Thauk Village, Inle Lake,
Nyaung Shwe Township, Myanmar
dos@sanctum-inle-resort.com
www.sanctum-inle-resort.com

ASIA EXPEDITIONS DMC (MYANMAR)
House #04, RM (E), 5th Floor, Corner of
Anawyahtar Road & Lower Pazundaung,
Pazundaung Township, Yangon, Myanmar.
phyo@asia-expeditions.com
www.asia-expeditions.com

1. Preamble

The parties have decided to enter into this contract (the "Agreement") enabling the Operator to market accommodation at the Hotel to Individual Leisure Customers. The parties have therefore defined applicable specific conditions and general conditions, which collectively form an indivisible whole.

2. Specific Conditions Benefits

The parties specify below the specific terms and conditions applicable to this Agreement (the "Specific Conditions"): Sanctum Inle Resort reserves the right to review the contract rates on a 6 monthly basis.

3. Subject to the terms of this Agreement, this Agreement will be valid


From Opening to 01 April 2018 and shall only be extended by a written variation of this Agreement signed by both parties.

4. Policy concerning accommodation for children

One child under 6 years stay free when sharing existing bed with parents.
Any additional child over 5 years old or adult is charged USD 65 per night for extra bed including breakfast.
The maximum number of extra bed in a room is 1 only available in only Junior Suite and Abbey Suite.
No extra bed available in Deluxe room.
Any type of extra bed or crib is upon request and needs to be confirmed by management.
Additional fees are not calculated automatically in the total cost and will have to be paid for separately during your stay.

For and on behalf of Sanctum Inle Resort
Date: 11th January 2018

Signature:



NAME: Mr. Philippe Arnaud
Position: General Manager

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BAHAN TOWNSHIP, YANGON, MYANMAR

For and on behalf of Asia Expeditions Travels & Tours
Date:

Signature:

Marlar

Marlar Aye
Country Manager
Asia Expeditions Travels & Tours



NAME:
Position:



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Appendix - 1
General Conditions

Article 1 - Sale of Accommodation

- The Operator proposes to market accommodation services of the Hotel in the form of packages as described in Article 2.
- For the avoidance of doubt, the Contract Rate of the Hotel does NOT apply to accommodation only (non-packaged) sales via online consumer channels including, but not limited to, the Operator's own, affiliate, partner or onward distributor's websites.
- The Operator undertakes to enforce this provision.
- All Contract Rates are net and non-commissionable. All Taxes and service charges are included in the Contract Rate.
- Notwithstanding the foregoing, the parties acknowledge that in certain countries, cities or regions, regulations may stipulate taxes and charges payable directly by the Individual Leisure Customer, such as a visitor tax. In such cases, the said taxes and charges are excluded from the aforementioned Contract Rates and will be directly paid to the Hotel by the Individual Leisure Customer
- The parties further acknowledge that Taxes depend on the location of the Hotel and are subject to change.
- The Contract Rate is valid for individual leisure travel (FIT) and GIT.

Rates for special groups, meetings, incentives, conventions, exhibitions or other requirements are available, upon request, directly from the Hotel.

- The Contract Rates are not valid until an original copy of this Agreement, as executed and signed by the Operator, has been received by the Hotel.
- The Contract Rates are only applicable for guests staying on the Operator's account and against a voucher issued by the Operator in accordance with Article 4 hereof. Should guests extend their stay on their own account the Hotel's best available published rate shall apply, subject to room availability, to their extended stay.
- The Operator undertakes to comply, & ensure compliance by its intermediaries, with all of the terms and conditions of this Agreement.
- Subject to any earlier termination of this Agreement, the Contract Rates are guaranteed for the term of this Agreement and valid for stays falling within the term of this Agreement. For the avoidance of doubt, the Hotel shall honor any reservations made by the Operator in accordance with this Agreement prior to its termination.

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Article 2 - Distribution of Contract Rates

The Operator 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 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, without the prior written approval from the Hotel (to be given or withheld in the Hotel's absolute discretion);
- The Operator must not, directly or indirectly, whether through intermediaries, subsidiaries, and affiliates or otherwise, communicate, in any way whatsoever, the Contract Rates from which the Operator benefits. This restriction includes any communications on websites accessible to the end-customer (general public);
- The Operator must not in any way whatsoever compare the Contract Rates against the rates displayed in the Hotel in any type of marketing media; and/or
- The marketing and packages shall be formulated by the Operator and refer to an accommodation offer in association with at least one additional service such as transport, etc.

Article 3 - Marketing material inclusion

When the Hotel is included in any of the Operator's marketing material, the Operator must furnish a copy of such marketing material to the Hotel or the concerned Hotel(s) for approval prior to printing (which approval may be withheld in the absolute discretion of the Hotel). This is an essential obligation under this Agreement.

Hotel takes no responsibility for any information included in the marketing material provided by Operator and Hotel's prior approval does not amount to any representation or warranty as to the correctness of the information.

Article 4 - Vouchers

- The Operator shall issue to its Individual Leisure Customers vouchers corresponding to the nights booked in the Hotel.
- These vouchers must strictly specify: the name of the Operator, the number of guests, their names, the number of rooms, the guests' arrival date, their departure date, the number of nights booked, the name of the Hotel and the types of services covered.
- Vouchers must be presented at the Hotel reception desk by the Individual Leisure Customer upon arrival. Failure to do so will result in the Individual Leisure Customer being charged for the full amount of the Hotel service at the best available rate posted in the Hotel and being required to pay the full amount of this bill prior to departure.
- On or before the date of this Agreement, the Operator shall submit to the Hotel for prior approval (which can be given or withheld at Hotel's absolute discretion), a specimen voucher that must be used for all accommodation booked under this Agreement.
- The Operator shall ensure that the Individual Leisure Customers are fully informed of all the present provisions that are applicable to them (conditions on use of the vouchers, possibility of guarantee of reservation by the Individual Leisure Customer, promotion, etc.). The Operator remains solely responsible for the proper provision of information to its Individual Leisure Customers.

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Article 5 - Reservations

5.1 Reservations

- Bookings at the Hotel must be made in writing directly to the Hotel prior to the Customers arrival date.
- Requests for bookings are compulsory & must mention this Agreement in order for the Contract Rate to be applied.
- Reservations should not be considered as confirmed until the Operator receives confirmation in writing from the Hotel.
- Telephone availability checks are not considered as a commitment for the reservation. The Hotel is not required to provide verbal confirmation of availability.

5.2 Cancellation

Notification of cancellation must be made in writing to Reservations Department by email.

01st April 18 – 30th September 2018: Between 07 to 03 days prior to arrival, 1 night's room charge per room reserved. Between 02 days to date of arrival, full charge will be applied.

01st October 18 – 31st March 19: 30 days prior to arrival full charge will be applied. (Less than 20 rooms)
01st October 18 – 31st March 19: 90 days prior to arrival full charge will be applied. (More than 20 rooms)

Any amount prepaid by Operator for a room cancelled/amended under this clause will be refunded by the Resort to Operator within 14 days of the cancellation or will be set off against the next invoice.

5.3 No-show

In the event of a no-show by the Individual Leisure Customer the Operator shall pay to the respective the Resort the total price of the contracted arrangements (Accommodation/ F&B/Entertainment/Other). If the amount as been prepaid, the Resort will retain the total price of the contracted arrangements.

5.4 Day Use Rooms

Day use rooms are charged at 50% of the Contract Rate for use between 11am to 6pm of the same day. Arrivals before 11 am and departures after 6pm or more than 7 hours total use of the room in the same day will incur 100% the Contract Rate. Operator must advise Hotel on making the reservation if the booking is for day use.

In the event the booking has been made for day use, but the Individual Leisure Customer has arrived before 11am or departed after 6pm, the Individual Leisure Customer must pay the full Contract Rate to the Hotel directly before departure. Operator must ensure that an Individual Leisure Customer requiring a day use room is aware of this provision.

Article 6 - Change of Management

The parties agree that, during the term of this Agreement as a consequence of a transfer of the Hotel or change of brand name, the hotel name may change. In this case, the Hotel may inform the Operator in writing from time to time of any changes to a change of brand name or change of Hotel under this Agreement. Such variation will be effective from the date of the Hotel's written notice to Operator and does not need to be countersigned by the Operator.

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Article 7 - Conditions relating to accommodation

7.1 Services other than accommodation

The cost of all services provided to the Individual Leisure Customer by the Hotel, other than accommodation, including, for example, telephone, laundry, mini bar, etc. and other additional services consumed and/or ordered at the Hotel, as well as any Taxes and service charges (except as otherwise stipulated in the Contract Rate), must be paid in full directly by the Individual Leisure Customer to the Hotel upon departure. Operator must ensure the Individual Leisure Customers are aware of this obligation before arriving at the Hotel.

7.2 Non-combination of offers and/or promotions

The Contract Rates granted and the vouchers issued by the Operator cannot be combined with promotional offers other than those granted by the Operator

7.3 Relocation

In the case of an unanticipated circumstance or an event which prevents the normal operation of the Hotel, in particular natural disasters, unscheduled work in the Hotel, water damage, technical problems, etc., the Hotel may not have rooms available for the Individual Leisure Customer. In such circumstances, the Hotel reserves the right to accommodate Individual Leisure Customers in a nearby the Hotel of a similar standard at no additional price.

Article 8 - Liability

The Operator is liable for any claim, costs, expenses, damage (whether bodily, material, or financial) caused to the Hotel, Owner (including the operator or manager of the Hotel), Individual Leisure Customers or any third parties, arising out of or in any way connected with this Agreement or resulting from the failure of the Operator to perform any of its obligations under this Agreement or otherwise caused by any faulty act or omission of the Operator, its affiliates or the Individual Leisure Customers. As used herein, "affiliates" of the Operator shall include, inter alia, its officers, employees, agents, directors, consultants and subcontractors.

The Operator shall hold the Hotel, the Owner (including the operator or manager of the Hotel) and the Hotel and the Hotel Owners' respective affiliates, subsidiaries and employees harmless from and against any claim resulting from the failure of the Operator to perform any of its obligations under this Agreement or otherwise caused by any faulty act or omission of the Operator, its affiliates or Individual Leisure Customers.

The Hotel shall not be liable for any consequential or indirect loss or loss of profits, business revenue, goodwill, expectation or anticipated income or savings incurred by Operator directly or indirectly as a result of any breach of this Agreement by Hotel or of the operation of any of the provisions of this Agreement.

Article 9- Termination

9.1 Termination events

- Notwithstanding any other provision of this Agreement, the Hotel may terminate this Agreement at any time with 30 days prior written notice.
- If either of the parties fails or neglects to perform or observe any of its obligations under this Agreement (the "Defaulting Party") the other party (the "Non-defaulting Party") may issue a notice to the Defaulting Party calling upon the Defaulting Party to remedy the failure within 7 days. If the Defaulting Party does not remedy the failure within 7 days, then the Non-Defaulting Party can terminate this Agreement by written notice to the

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Defaulting Party without prejudice to any rights of the parties arising prior to such termination & any rights of action or remedies of the Non-Defaulting Party in respect of the Defaulting Party's breach of this Agreement.

9.2 Effect of termination

Upon termination of this Agreement, any amounts payable by the Operator pursuant to any Payment Terms shall immediately become due and payable, not with standing the existence of any credit facilities (if applicable).

Article 10 - Full Agreement

This Agreement cancels and replaces all correspondence previously exchanged between the parties. Subject to Article 6 and Article 12 of this agreement, all amendments made subsequent to the execution of this Agreement must be included in a written document and countersigned and dated by each of the parties.

Article 11 - Confidentiality and assignment

The Operator confirms and agrees that this Agreement is confidential between the Operator and the Hotel. The Operator shall not in any circumstances divulge or permit to be divulged the contents of this Agreement. The Operator shall not assign or transfer all or any of its rights & obligations hereunder without the prior written consent of the Hotel.

The Hotel may assign or transfer all or any of its rights and obligations hereunder upon written notice to the Operator.

Article 12 - Notices

A notice or other communication under this Agreement is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail. If it is sent by mail, it is taken to have been received five (5) days after it is posted.

Hotel Address
Sanctum Inle Resort
Maing Thauk Village
Nyaung Shwe, Myanmar

Yangon Office
Sanctum Inle Resort
No 147 Shwegonedaing Road,
West Shwegonedaing Ward,
Bahan Township, Yangon, Myanmar

Attention: Mr. Philippe Arnaud
Tel: +95 940 262 7926
Website: www.sanctum-inle-resort.com
Email: gm@sanctum-inle-resort.com

Each party must promptly notify the other party in writing of any change in their respective addresses

Article 13 - Counterparts

This Agreement may be executed in two (2) counterparts who together shall constitute one and the same agreement.

Article 14

14.1 Social Responsibility

The Hotel, Owner and the Operator repudiate the commercial sexual exploitation of children.

Tourism should also focus on carbon impact or how to benefit the local community.

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14.2 Third Party Beneficiary

- Except as expressly provided under this Agreement, a person who is not party to this Agreement has no rights under any applicable legislation to enforce any of its terms.
- Contract Rate means the rate per room, per night in accordance with the specifications for the Hotel as described in Appendix 2.
- Individual Leisure Customers means individuals travelling solely for leisure purposes who have arranged for accommodation at the Hotel through Operator.
- Taxes mean value added taxes (VAT) and any other applicable government taxes, levies and charges (if any).

Appendix 2 Contract Rates

Sr	Room Category	No. of the rooms	FIT 1st Apr - 30th Sep 2018 U\$	GIT 1st Apr - 30th Sep 2018 U\$	FIT 1st Oct 2018 - 31st Mar 2019 U\$	GIT 1st Oct 2018 - 31st Mar 2019 U\$	Triple Supplement 1st Apr 2018 - 31st Mar 2019
1	Sanctuary Suite (Family Suite)	1	500	500	600	600	65\$ (Includes extra bed and breakfast)
2	Abbey Suite	2	310	310	450	450	
3	Provost Junior Suite	12	200	175	280	275	
4	Cloister Deluxe	77	140	120	180	130	Extra Bed not allowed at Deluxe
Total rooms		92					

Meals Plans	Description	Adult (US\$/person)	Validity
Lunch	Set Menu	24	1st April 18 - 31st Mar 19
Dinner	Set Menu	28	
Buffet (Min 30 persons)	Lunch Buffet	35	
	Dinner Buffet	45	

Children under 12 years old will receive 50% discount from the rate above (not including or promotional dinners)
The above meal rates are for food only and do not include beverages.

Appendix 3

MINIMUM GROUP SIZE

FIT = from 1 to 7 rooms

GIT = minimum 8 rooms

GS = more than one arrival on the same program.

GROUP COMPLIMENTARY POLICY based on only Cloister Deluxe, breakfast included

- Accommodation: 1 room with breakfast free of charge for every 10 paying rooms & maximum 3 rooms per booking.

OTHER CONDITIONS based on only Cloister Deluxe, breakfast included

Group Series Rate US 120 per room per night (01/04/2018 – 31/03/2019)

SANCTUM SHOW FOR SEASON 2018/2019

Shan Dance – 1 hour Rate U\$ 350

Night Market – full set up with 8 shops U\$ 600 (or) U\$ 85 per activity

Thanaka/Bamboo Basket Making/Wood Carving/Black Smith/Shan Paper Making/Palm reading/Gambling/Tea Shop

Garden Cocktail set up Fees – U\$ 120 per function

Pool Dinner Catering Fees – U\$ 350 per function

EARLY CHECK-IN AND LATE CHECKOUT POLICY

- Check-in time is 2.00 pm and check-out time is 12.00 noon.
- If early check-in is required, this will need prior arrangements and is subject to availability.
- Extension of check-out time is subject to availability and will be charged 50% of contract rate for late check-out arrangement until 6.00pm
- Later than 6.00Ppm checkout requirement will incur the full contracted rate for a one- night stay.

FORCE MAJEURE

- In the case of an unanticipated circumstance or an event which prevents the normal operation of the Resort in particular natural disasters, unscheduled work in the Resort, water damage, technical problems, etc., the Resort may not have rooms available for guests.
- In such circumstances, the Resort reserves the right to accommodate guests in a nearby Hotel of a similar standard at no additional price.

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Payment Terms

FIT PAYMENT POLICY

- Full payment for all bookings is due minimum 30 days prior to arrival or upon confirmation of any reservation booked less than 30 days from arrival.
- Payment must be made directly at our Yangon Office, or transferred to the Resort's US Dollar Bank Account.
- The Resort 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.

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.

GIT/SERIES PAYMENT POLICY

- A 30% deposit of the total invoice must be paid upon confirmation of the group/series booking.
- Payment for the balance of the invoice must be paid in full maximum 15 days after check-out.
- 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 parties in writing.
- Payment must be made directly to Yangon Office or the Resort's Bank under the beneficiary Sanctum Inle Resort bank account.

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.

Payment can be sent to the Hotel's Bank Account:

Account name: Sanctum Inle Resort Co, Ltd

Bank name: Ayeyarwady Bank

Address: No. 416, Corner of Mahabandoola Road & Mahabandoola Garden Street, Kyauktada Township, Yangon, Myanmar

Account number: 8001-1-03-03-0006162

Swift Code: AYAMMMY

Currency: USD

Note: Any costs for the bank transfer are the responsibility of the travel agent.

- Kindly provide us a copy of each transaction stating the booking information, attention to our accounts receivables office via email.
- The receipt of related bank transaction is subject to the final confirmation from our bank.
- Your credit facility is to be advised after the Hotel receives the fulfilled credit application form (as attached).
- Payment must be settled within 30 days from date of guest(s) checkout.
- Services other than accommodation: The cost of all services provided to the Individual Leisure Customer by the Hotel, 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 departure. Operator must ensure the Individual Leisure Customers are aware of this obligation before arriving at the Hotel.

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