



Agent Rate Agreement 2018-2019 (029-April-18)

This agreement is established and signed between Party A and Party B on 24 April 2018.

1. THE PARTIES

Party A	SM Mawlamyaing Hotel Ltd			
Hotel Name	Hotel Suggati Mawlamyaing Sales & Reservation Office			
Address	No. 36-38, 4th Floor # 301, Swiss Business Office Center, Grand Myay Nu Condo, Myay Nu Street, Sanchaung Township, Yangon 11111, Myanmar			
Telephone	+95-9-420134807, 95-9-448940215, 95-9-250294669, 95-9-500 5990			
Email	ayethandar@memoriesgroup.com, sales-exe@memoriesgroup.com, sales@memoriesgroup.com			

Party B	Asia Expeditions Travels & Tours Co.,Ltd. – Daw Marlar Aye			
Address	House #04, RM (E), 5th Floor Corner of Anawyahtar Road and Lower Pazundaung, Pazundaung Township, Yangon.			
Telephone	01 200 401, 09 5062644, 09 401533484, 09 254219046			
Email	ops.asiaexpeditions@gmail.com, opsmm@asia-expeditions.com, marlar@asia-expeditions.com, phyo@asia-expeditions.com,myanmar@asia-expeditions.com,cm@asia-expeditions.com			



2. KEY INFORMATION & FACTS

Hotel Suggati Mawlamyaing	72-rooms city hotel for the travellers seeking affordable luxury			
Address	Corner of Strand Road and Theik Pan Street, Mawlamyaing, Mon State, Myanmar			
GPS Coordinates	16.470684, 97.621375			
Reservation	reservation-mlm@suggati.com, sales-exe@memoriesgroup.com			
Website	http://memoriesgroup.com/hotel-suggati.html			
Brochure	https://memoriesgroup.com/hotels/hotel-suggati			
Images	https://memoriesgroup.com/hotels/hotel-suggati and hi res downloadable is in: https://memoriesgroup-my.sharepoint.com/:f:/p/ayethandar/Eql0td1QJ5VFu0xyOwvn-B0BDzEJ2J1NPVPB6SWjw54cIA?e=5NRyIp			
Concept	Hotel Suggati in Mawlamyaing is a midscale city hotel located facing Thanlwin River. It is the perfect base to explore the city. Whether visiting for business or pleasure, relax in comfort, with our 72 guest rooms, free WIFI and 4 meeting rooms. Unwind with our gym with spa, and get a drink at our Coffee Bar. Visitors can also experience typical Myanmar cuisine without venturing too far.			
Check-in location	Check-in 14:00, Check-out 12:00 Early check-in or late check-out is chargeable, 50% of one nightly rate			

3. RATES

High Season 1 November 2018 to 31 March 2019

Green Season 1 April to 31 October 2019

Category	Inventory	Size (m2)	Max Occupancy	Public Net Rate Per Room Night (US\$)			Myanmar DMC & Operator Rate Per Room Night (US\$)				
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Superior City View	22	26	2	\$	120	\$	70	\$	80	\$	50
Superior River View	30	27	2	\$	140	\$	-90	\$	100	\$	60
Deluxe City View	8	29	2	\$	160	\$	110	\$	110	\$	70
Deluxe River View	12	29	2	\$	180	\$	130	\$	120	\$	80

4. TERMS & CONDITIONS

A. THE RATE PLAN

- i. Room rates are inclusive of breakfast, tax & service charge.
- ii. Extra bed 40US\$ inclusive of breakfast, tax & service charge. Public Net Rate 50US\$
- iii. Rates are non-commissionable and applicable only to all reservations made in writing directly with the Sales & Reservation Office by email, fax or letter.
- iv. Party A reserves the right to adjust rates within the agreement period from 1 November 2018 to 31 October 2019 in the event of change in rules or levies by government or by tourism law amendments.

B. MEALS PLAN

	FIT	GIT	Remarks
Extra Breakfast	US\$12/adult		Not Applicable
Extra Dicariast	US\$10/chile		
Set Lunch	US\$18/adult	US\$16/adult	Not Applicable
Set Dinner	US\$22/adult	US\$20/adult	

C. LOCAL GUIDE POLICY

	1-5 Rooms	6 Rooms and above	Conditions
Bed and Breakfast	US\$30/guide	Complimentary	Advance booking
	Charles And Annual Control	dependent on availability	required required
			Depends on availability

D. CHILDREN POLICY

- I. Children 3 and under stay free, in the same room with parents when no additional bedding is required.
- II. Children 4 to 12 is charged a breakfast supplement when no additional bedding is required.
- III. Children 13 and up requires a bed, rate is based on the rate plan listed in Article (3).

E. RESERVATION POLICY

- I. All reservation must be made in writing to reservation-mlm@suggati.com, salesexe@memoriesgroup.com and sales@memoriesgroup.com
- II. Party B must provide guests details 30 days (FIT/GIT) prior to arrival.

F. DEPOSIT, REFUND & FULL PAYMENT

- I. A deposit of 30% (FIT/GIT) is required at time of reservation. Full payment is required 14 days prior to check-in.
- II. Refundable only for any changes or cancellations made 45 days prior to arrival date in high season and 15 days prior to arrival date in green season

G. BANK TRANSFER INFORMATION

Bank	YOMA BANK LIMITED				
Bank Address	No.1 Kungyan Street, Mingalar Taung Nyunt Township, Yangon, Myanmar				
SWIFT Code	YOMAMMMY				
Beneficiary	SM Mawlamyaing Hotel Ltd.				
Beneficiary Address	The Campus, 1 Office Park Rain Tree Drive Pun Hlaing Estate, Hlaing Thayar Township, Yangon 11401, Myanmar				
Account #	066 643 352 000 593 – USD 000 110 212 000 456 – MMK				

H. CANCELLATION POLICY

	Chargeable Amount	
Days prior to arrival	High Season	Green Season
Days prior to arrivar	FIT/ GIT	FIT/GIT
31-44 Days	30%	
15-30 Days	50%	30%
08-14 Days	75%	50%
01-07 Days	100%	100%



I. MYANMAR CITIZENS & FOREIGN RESIDENT CERTIFICATE HOLDERS (PROMOTION RATE & AGENT COMMISSION)

Our hotel will offer seasonal and promotion rates/packages to locals/experts. Travel Agent is require to sell the same rate of our locals/expats rates (in this regards kindly check first with our office for seasonal & promotion rates as rates stated in this agreement may change without notice for locals/expats). Travel Agent may enjoy commission amount (-3US\$ for Superior Rooms & Extra Bed & -5US\$ for Deluxe Rooms per night) on our valid locals/expats rates. Please kindly note that our reservation team requires verifying the guest's details to comply the special rate for Myanmar citizens and Foreign Resident Certificate bookings. Booking, pre-payment and cancellation terms will remain the same as in this agreement.

J. CONFIDENTIALITY & OTHER MATTERS

1. All information & rate contained in this agreement is private and confidential.

K. FORCE MAJEURE

1. Party A shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to, acts of God.

L. ARBITRATION

- I. "Any dispute, controversy or claim of whatever nature arises under, out of or in connection with this Agreement shall be referred to and finally be settled by arbitration in Singapore in accordance with the arbitration rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this Clause.
- II. There shall be one arbitrator appointed by the mutual agreement of the Parties, or failing such agreement, the said arbitrator shall be appointed in accordance with the rules of the SIAC.
- III. The seat of the arbitration shall be in Singapore and the language to be used in the arbitration shall be English. The resulting arbitral award shall be find and binding upon the Parties."

M. AGREEMENT

i. This Agreement shall be binding upon and inure for the benefit of the permitted successors, permitted transferees and permitted assigns of the Parties.



- II. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof to the exclusion of any terms implied by law that may be excluded by contract and supersedes any previous written or oral agreement of the Parties in relation to the matters dealt with in this Agreement.
- III. This Agreement shall not be varied, modified, waived or cancelled in any respect unless each Party expressly agrees in writing to such variation, modification, waiver or cancellation.
- IV. None of the Parties may assign or transfer all or part of its rights or obligations under this Agreement, except without the prior written consent of the other Party.

Kindly acknowledge your acceptance of this agreement by signing and returning a copy to Party A.

Accepted by: Party B Offered by: Party A

Name: Jean-Michel Romon

Designation: Chief Operation Officer

Date: 24 April 2018

Prepared by: Hotel Suggati Mawlamyaing

Name: Aye Thandar

Designation: Director of Sales

Date: 24 April 2018