



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 Mountain 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 Mountain Resort as well as the trust in working with you on your guests.

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 colonial ambient and to experience the daily life of native people and their hospitality with Amara Mountain 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,

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

CHECK-IN / CHECK-OUT

No. 6, Tayza Street, Kyan Khin Su Quarter, Mingalardon Tsp, Yangon, Myanmar Tel: 0095 -9 - 977814913, 9 977814914, E-mail: <u>rsvn.amr@amaragroupmyanmar.com</u>, <u>www.amaragroupmyanmar.com</u>



Check-In Check-Out

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 MOUNTAIN 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 MOUNTAIN RESORT must be received flight details 07 days ahead of arrival date and guest's name list at least 30 days prior to arrival date.

Preferred Agent Rate for (Validity from 01st May 2018 to 30th April 2019)

Low Season (1st May 2018 to 30th September 2018)

and the second		FIT & GIT Rates	
Room Type	Available	Single/Double	Extra Bed
Deluxe	11	USD 90 Nett	USD 40 Nett

Shoulder Season (1st March 2019 to 30th April 2019)

ورياد مناصيات المالية		FIT & GIT Rates	
Room Type	Available	Single/Double	Extra Bed
Deluxe	11	USD 110 Nett	

High Season (1st October 2018 to 28th February 2019)

· Sealth Still Bally		FIT & GIT Rates	
Room Type	Available	Single/Double	Extra Bed
Deluxe	11	USD 130 Nett	

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

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TERMS AND CONDITIONS

1) ROOM POLICY

1.1 Guide Room Policy

 Guide room rate is 50,000 Kyats/per room/per night for low season and 60,000 Kyats /per room /per night during High Season and Shoulder Season which is upon subject to room avidities of the Hotel.

1.2 Child Policy

- Children under 12 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	US\$ 11.00/ per pax
Western Set	US\$ 19.00/ per pax
Myanmar (Various Asian-Set)	US\$ 15.00/ per pax
Candle Light Dinner	US\$ 30.00/ per pax
Garden Candle Light Romantic Dinner	US\$ 43.00/ per pax

2.2 Lunch & Dinner Price for Full Board

	Full Board
Western Set	US\$ 35.00/ per pax
Myanmar (Various Asian-Set)	US\$ 28.00/ 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 (5) 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 (12) paying guests or (6) paying rooms as per contract rate to tour leader (or) guide.

2.4 Compulsory Dinner

Christmas Eve Gala Dinner US\$ 55/per pax
New Year's Eve Gala Dinner US\$ 70/per pax

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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.
- US\$ 7 Nett is charged to children between 4 to 11 for Breakfast.
- 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.
- Kid's menu is available upon request.

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 % non-refundable 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 may apply the cancellation charges.
- c) All additional hotel bills payable by Travels & Tour Company for the guest should be settled within (15) days after receiving invoice.

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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

Between 45 - 40 days (reducing the No. of room/night)	20%
Between 39 - 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)	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 Mountain 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.

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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 Amara Mou	ntain	Resort
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On behalf of the Travel Agent:

Name : Ms. Lilly Kyu	Name	
Position : Group Operations Manager	Position	-
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Signature :	Signature	: Mariar Aye
Date : 8 March 2018	Date Asia E	Country Manager
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Company Stamp: AMARAMOUNTAIN	Company Stamp	201
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