



Han Thar Gardens Ltd
No.34 Bulleinn Tar Zone Village,
Yangon-Mandalay Road,
Bago Division, Bago

Asia Expeditions Travels & Tours Co., Ltd

House #04, RM (E), 5th Floor Corner of Anawyahtar
Road and Lower Pazundaung
Pazundaung, Yangon, Union of Myanmar
Tel: + 95-1-200 401 Fax: + 95-1- 397 607

10th January 2018

Dear Ms Marlar Aye

Reference: Han Thar Gardens - Contract Rates and Terms & Conditions for 2018-19

Thank you for your support of Han Thar Gardens.

Please see the "Contract Rates" and "Terms & Conditions" set out for the upcoming low season and high season 2018-19, when reserving rooms at Han Thar Gardens.

We would be grateful if you could please kindly adhere to the Terms and Conditions, to ensure your bookings are properly secured. We appreciate your consideration in this matter and trust that our proposal meets with your requirements.

Kindly sign the attachment to confirm your acceptance of our rates and all conditions as outlined and return the duplicate copy (all pages) to our office at your earliest convenience.

Once again, thank you for your support of Han Thar Gardens. We look forward to building a long lasting, strong and fruitful business relationship.

Please feel free to contact us for any further information or assistance.

Yours sincerely,

Nyein Su Lwin

On behalf of MiMi Tin Tun Raschke (Proprietor)

Han Thar Gardens Ltd: Contract Rates

This trade agreement is between the following two entities and subject to our Terms & Conditions as supplied:

1. **Asia Expeditions Travels & Tours Co., Ltd**
House #04, RM (E), 5th Floor Corner of Anawyahtar
Road and Lower Pazundaung
Pazundaung, Yangon, Union of Myanmar
2. **Han Thar Gardens Ltd**
No.34 Bulleinn Tar Zone Village,
Yangon-Mandalay Road,
Bago Division, Bago.

This agreement is to set out the room rates of our Grand Deluxe, Deluxe and Superior type rooms for the upcoming low season and high season 2018-19.

Room Rates / PER ROOM PER NIGHT (Currency US Dollars for all Markets (Breakfast included))

Room Type	Low Season 1 st April – 30 th September 2018	High Season 1 st October 2017 – 31 st March 2019	Extra Bed
Eco friendly Grand Deluxe Room	USD 165	USD 190	USD 50
Eco friendly Corner Grand Deluxe Family Suite	USD 240	USD 270	USD 50
Deluxe Room	USD 135	USD 155	N/A
2 Bedroom Deluxe Family Suite	USD 200	USD 225	USD 50
Superior Room	USD 90	USD 110	N/A
Guide Room	USD 30	USD 30	N/A
Day use	75% of full charge	75% of full charge	N/A

- Above hotel rates are inclusive of Breakfast and prevailing government tax and service charges.
- All Orders using the above rates are subject to our Terms & Conditions.

1. **Meal Rates per person – Set Menu Traditional Burmese Cuisine**

NB: Please note that we are flexible and open to any suggestions you might have in regards to dish combinations and will always endeavour to cater to your needs.

Validity	Lunch/Dinner
1 st April 2018 to 1 st April 2019	USD 15

- All meal rates are exclusive of beverages (this will be billed separately at the end of each meal and must be paid directly by the customer).
- If you wish for meals to include Beverage allowance, we are happy to discuss arrangements for you.
- Meal reservations must be booked in writing at least three days in advance and cancellations must be made at least 2 days in advance. Otherwise, no shows and late cancellations shall be charged the full amount of the reservation.
- Complimentary policy is not applicable for meal arrangements.

Check In / Check Out at hotel:

Check In time is 14:00 and Check Out time is 12:00

Child policy

- Children under the age of twelve (12) years old (on the date of arrival) may stay with parent(s) provided he/she stays with existing bedding (without extra bed).
- Only one (1) child is allowed for one (1) room without charges.
- This excludes breakfast.

Han Thar Gardens Ltd: Direct Booking Terms and Conditions

OUR TERMS

1. DEFINITIONS

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Event Outside Our Control: is defined in clause 8.2;

Currency: is US Dollars or where we agree in writing Myanmar Kyat

Order: your order for the Services;

Room, Room Rate, Han Thar Gardens and Breakfast will have the meanings given to them in the Order;

Services: the services that We are providing, is the provision of the agreed category of Room at Han Thar Gardens on the agreed dates at the agreed Room Rate inclusive of Breakfast as set out in the Order;

Terms: the terms and conditions set out in this document; and

We/Our/Us: Han Thar Gardens Limited, Company Number: 4664, whose registered office is at No.34 Bulleinn Tar Zone Village, Yangon-Mandalay Road, Bago Division, Bago

- 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

- 2.1 These are the terms and conditions on which We supply Services to you.

- 2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you sign and submit the Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

- 2.3 When you sign and submit the Order to Us, this does not mean We have accepted your order for Services. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Services, We will inform you of this in writing and We will not process the Order.

- 2.4 These Terms will become binding on you and Us when We contact you that We are able to provide you with the Services, at which point a contract will come into existence between you and Us.

- 2.5 If any of these Terms conflict with any term of the Order, the Order will take priority.

- 2.6 If an Order number is not supplied by you, We will provide an order number to the Order when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.

3. CHANGES TO ORDER OR TERMS

- 3.1 We may revise these Terms from time to time in the event of any changes in relevant laws and regulatory requirements
- 3.2 If We have to revise these Terms under clause 3.1, We will require you to pay any such additional charges that may be imposed within one month of written notice.
- 3.3 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 9.

4. PROVIDING SERVICES

- 4.1 We will supply the Services to you on the dates set out in the Order.
- 4.2 We will make every effort to provide the Services. However, we may not be able to provide the Services due to an Event Outside Our Control. See clause 8 for Our responsibilities when an Event Outside Our Control happens.
- 4.3 We will need certain information from you that is necessary for Us to provide the Services, for example, details of guests' passports. We will contact you in writing about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If we suspend the Services under this clause 4.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices We have already sent you.
- 4.4 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under clause 4.4 but this does not affect your obligation to pay for any invoices We have already sent you.
- 4.5 If you do not pay Us for the Services when you are supposed to, as set out in clause 6, we may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 6.7). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 6.3.

5. IF THERE IS A PROBLEM WITH THE SERVICES

- 5.1 In the unlikely event that there is any defect with the Services
 - (a) Please contact Us and tell Us as soon as reasonably possible;
 - (b) Please give Us a reasonable opportunity to repair or fix any defect; and
 - (c) We will use every effort to repair or fix the defect as soon as reasonably practicable;You will not have to pay, for Us to repair or fix a defect with the Services under this clause 5.1.

- 5.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Nothing in these Terms will affect these legal rights.

6. PRICE AND PAYMENT

- 6.1 The price of the Services will be set out in Our Room Rate list in force at the time We confirm your Order. Our prices may change at any time, but unless any price changes are the result of any of the circumstances set out in clause 3.2, these price changes will not affect the Order that We have confirmed with you.
- 6.2 If applicable these prices include current Government taxes.
- 6.3 Initial deposit of 30% on the total price set out in the Order must be paid to Us at least 60 days prior to arrival.
- 6.4 All deposits are non-refundable.
- 6.5 The balance of the price must be paid to Us at least 14 days prior to arrival or earlier if any payment deadline is specified by Us in the Order or notified to you in writing.
- 6.6 Where any Order will be confirmed by Us less than 30 days before the date of provision of the Services, full payment must be made immediately before confirmation of the Order.
- 6.6 If you do not make any payment due to Us by the due date for payment, We may:
- (a) Charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Our bank in Myanmar, from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount; and/or
 - (b) Notify you in writing that the Order is cancelled in accordance with clause 9
- 6.7 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 6.3 to 6.6 will not apply for the period of the dispute.
- 6.8 All payments by you to us are to be made in the Currency stated on the invoice.
- ## **7. OUR LIABILITY TO YOU**
- 7.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable or is the result of an Event Outside Our Control. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.
- 7.2 We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.3 We only exclude Our liability to the extent that we are able to do so as a matter of law for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;

8. EVENTS OUTSIDE OUR CONTROL

- 8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 8.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation: strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private transport networks, telecommunications and internet based networks, excessive noise and noise pollution.
- 8.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms, Our obligations under these Terms will be suspended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

9. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 9.1 Before We begin to provide the Services, you may cancel your Order by notifying us in writing at any time where we are unable to provide the Services due to an Event Beyond Our Control.
- 9.2 However where you notify us of a cancellation and where (in our reasonable opinion) no such Event Beyond Our Control exists then the following cancellation policy and fees will apply:
 - (a) Cancellation within 30 days prior to the date of commencement of the Services will be charged at 50% of the total Price
 - (b) Cancellation within 21 days prior to the date of commencement of the Services will be charged at 75% of the total Price
 - (c) Cancellation within 14 days prior to the date of commencement of the Services will be charged at 100% of the total Price
- 9.3 In addition to any fee levied under clause 9.1 above, We reserve the right to charge a cancellation charge equal to the total Price on receipt of any notice of cancellation received.

10. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 10.1 If We have to cancel an Order before the Service starts:
 - (a) We may have to cancel an Order before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.

- (b) If We have to cancel an Order under clause 10.1(a) and you have made any payment in advance for Service that have not been provided to you, We will refund these amounts to you.
 - (c) Where We have already started work on your Order by the time We have to cancel under clause 10.1(a), We will not charge you anything and you will not have to make any payment to Us.
- 10.2 Once We have begun to provide the Services to you, We may cancel the Order at any time by providing you with at least 30 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
- 10.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:
 - (a) you do not pay Us when you are supposed to as set out in clause 6 This does not affect Our right to charge you interest under clause 6.3; or
 - (b) you break the contract in any other material way and you do not correct or fix the situation within 2 days of Us asking you to in writing.

11. INFORMATION ABOUT US AND HOW TO CONTACT US

- 11.1 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning or by e-mailing Us.
- 11.2 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail to the address you provide to Us in the Order.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 12.1 We will use the personal information you provide to Us to:
 - (a) provide the Services;
 - (b) process your payment for such Services; and
 - (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
- 12.2 Except as may be required by law, we will not give any personal data to any third party.

13. OTHER IMPORTANT TERMS

- 13.1 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 13.2 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.3 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If

We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

- 13.4 These contract rates should not appear on the internet or any website.
- 13.5 All information contained in this document is strictly confidential.

On behalf of **Han Thar Gardens**
MiMi Tin Tun Raschke

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On Behalf of **Asia Expeditions Travels & Tours Co., Ltd**

Name: Ma Marlar Aye

Title : Country Manager

Date: 10/01/18

Signature:

Marlar Aye
Country Manager
Asia Expeditions Travels & Tours

