

**2018/2019 FIT WHOLESALERS AGREEMENT**

Between

**Rosewood Yangon**  
14 Strand Road,  
Kyauktada Township,  
Yangon, Myanmar  
Tel: +95 1 230 7900

(Herein referred to as "The Hotel")

AND

**Asia Expeditions Travels and Tours Co.,Ltd**  
Ms. Marlar Aye  
No.4, Room E, 6<sup>th</sup> Floor, Corner of Anawyatar & Lower Pazundaung Road,  
Pazundaung Township  
Yangon, Myanmar  
Tel: +951 397607, +95 9 5062644  
Email: marlar@asia-expeditions.com

(Herein referred to as "The Operator")

**AGREEMENT PERIOD**

Effective Date to 31 March 2019

**FIT Wholesale Contract 2018/2019  
Worldwide Market**

Seasons	High	Low
Room Type	Oct 2018 to Mar 2019	Sep 2018
Deluxe Room	350	210
Executive Room	400	260
Grand Executive Room	450	310
Heritage Room	510	370
Grand Heritage Room	750	610
Deluxe Suite	900	760
Courtyard Suite	Upon request	Upon request
Manor Suite	Upon request	Upon request
Rosewood Suite	Upon request	Upon request
Vice Presidential Suite	Upon request	Upon request
Presidential Suite	Upon request	Upon request
Rosewood Apartel 1 Bedroom	Available in 2019	
Rosewood Apartel 2 Bedroom		

- Rates are inclusive of daily breakfast for two (2) persons.
- Extra-person inclusive of breakfast and roll-away bed at **USD 143.75 Net** per night.

**CONDITIONS OF USE**

- All rates in this agreement are quoted in US Dollar currency (USD) per room per night and are inclusive of 10% services charge, 5% government tax. The hotel reserves the right to increase any of the contracted and/or published rates in the event of and in accordance with any government imposed taxation and/or service charge without prior notice.
- These rates are for the use of bona fide customers travelling on an individual basis and are not applicable to groups (10 rooms and above), exhibition delegates or corporate/business travellers.
- The rates quoted in this agreement are for use of holiday packages to include other elements such as fares of selected airline partners and ground transportation. Thus, the base room rates should not be exposed directly to the consumer in any form of publication including consumer internet website or Global Distribution System.
- This applies whether sold either directly or via a secondary agent (vendor, wholesaler, and distributor) in which event the contracted Operator is deemed responsible for the selling practices of the secondary agents.
- The Hotel reserves the right to terminate this contract with immediate effect if any of these terms are not adhered to.



- Should guests wish to extend their stay beyond the period originally booked and confirmed by the Operator; the Hotel will apply the best available rate for the extended period, unless the accommodation extension request is channelled to the Hotel through the Operator beforehand.
- Rates and validity, along with other policies and product description are contained in this agreement.
- In the event of a hotel buyout, hotel reserves the right to remove allocation over affected dates.
- The Hotel reserves the right to amend or retract contracted static FIT rates at any time.

### **BOOKINGS**

- No minimum length of stay is required to benefit from the attached rates unless specified.
- Should the guest request a higher room category to the one initially booked, then a relevant surcharge will be applied directly to the guest.
- Check-in time is 2:00 p.m. on the arrival date. Access to rooms prior to this time will only be offered depending on the availability of rooms at the time of arrival. In order to guarantee early check-in, the approximate arrival time shall be stated on the reservations form of the Operator and one (1) full night accommodation charge will apply.
- Check-out time is 12:00 p.m. on the departure date. Late check-out may be arranged by the Hotel. Depending on the availability of rooms at the time of the departure, an additional 50% charge of room charges will apply to be paid directly by the guest for confirmed check out until 6:00 p.m. and late check out will be available at full night charge.

#### **Booking confirmation needs to state:**

- Surname, first name of the guest and any sharers
- Age of children (if applicable)
- Number and category of reserved rooms
- Date and time of arrival/flight details
- Date and time of departure/flight details
- Country of origin
- Partner Agency or Tour Operator generating the booking

### **DOUBLE BOOKINGS**

In case that the Hotel has sufficient reasons to believe that a potential double booking may occur, due to an existing booking with same or similar booking details (name, number of rooms and dates) via a third-party source, the Hotel may reject any new booking requests with the same booking details, until the existing booking via a third party has been cancelled.



### **MINIMUM AGE**

Minimum age of 18 years or above is required for a stay at the Hotel, unless minors are accompanied by parents or another legal adult guardian.

### **CONNECTING ROOMS & BEDDING REQUIREMENTS (KING OR TWIN)**

Offered upon request, subject to availability at the time of check-in. Bedding requirements must be stated at the time of booking however will remain subject to availability.

### **ROOM OCCUPANCY & EXTRA BED**

Deluxe King / Twin	2 adults + 1 baby crib (inclusive up to age 3) or 1 child (age up to 12 inclusive) sharing bed with parents
Executive King / Twin	
Grand Executive King / Twin	
Heritage King / Twin	
Grand Heritage King / Twin	
Deluxe Suite	
Courtyard Suite	
Manor Suite	
Rosewood Suite	
Vice Presidential Suite	
Presidential Suite	

- Roll-away beds and baby crib are provided on a complimentary basis for children up to 12 years.
- Roll-away beds are subject to availability and must be requested at the time of booking.

### **CHILD POLICY**

- Children under 6 years may share their parent's room (existing bedding) at no charge. For more than one child, it may be necessary to reserve a higher room category or additional number of rooms.
- Breakfast is complimentary for children under 6 years old.
- Children aged 6 to 12 can enjoy a 50% discount on the extra bed charge at USD 71.88 net per bed with breakfast per day. Children aged 12 and above will be treated and charged as adults at USD 143.75 net per bed with breakfast per day.
- Children age has to be specified at the time of booking.



**Additional amenities and benefits for children:**

- Child-sized bathrobes (free of charge)
- Welcome gift for kids (free of charge)
- Baby-sitting services (at charge)
- "Rosebuds" Children program with its extensive benefits and amenities i.e. baby bottles, children games and much more

**RESERVATIONS**

Net rates and room availability are subject to confirmation at time of booking. All booking requests should be sent via fax or e-mail directly to reservations office of The Hotel. Bookings will only be confirmed once a confirmation number has been issued. The Hotel will refrain from verbal confirmation over the phone.

Reservations contact information as follows:

Naw Nyo Mi Hlaing  
Asst: Reservations Manager  
Rosewood Yangon  
14 Strand Road, Kyauktada Township,  
Yangon, Myanmar

**E-mail:** [yangon.bookings@rosewoodhotels.com](mailto:yangon.bookings@rosewoodhotels.com)

**CLOSE-OUT & STOP SELL PERIODS**

The Hotel reserves the right to update with close out dates or stop sell as deemed necessary.

**HOTEL INFORMATION**

**Breakfast:**

- Available at Brasserie or alternative venues (when advised), from 06:00 a.m. to 10:30 a.m.
- Breakfast taken outside designated breakfast timing will be charged separately.
- Breakfast ordered through room service will incur a tray charge and is to be paid by the guest upon departure.
- Guests will not be refunded for any unconsumed meals.

**Rosewood Yangon offers the following complimentary amenities:**

- Daily English national newspapers
- Coffee machine and tea facilities
- Complimentary Wi-Fi internet access
- 24 hours access to health club

**GUEST PREFERENCES**

Guest information such as names of spouse, children and ages of children must be provided by The Operator at the time of booking.



### **CHECK-IN/CHECK-OUT**

Check-in time at Rosewood Yangon is 2:00 p.m. Check out time is 12:00 p.m.

### **CANCELLATIONS AND NO SHOWS**

The Tour Operator must notify the Hotel Reservation Department of any cancellation not later than the notice period specified below:

<b>Period</b>	<b>Minimum Notice Required</b>	<b>Cancellation Fee</b>	<b>No Show Charge</b>
<i>High Season</i> 1 Oct 2018 – 31 Mar 2019	7 days prior to arrival	50% charge of the total room nights booked	100% charge of the total room nights booked
<i>29 Dec 2018 – 31 Dec 2018</i> <i>01 Jan 2019 – 02 Jan 2019</i>	<i>7 days prior to arrival</i>	<i>100% charge of the total room nights booked</i>	
<i>Low Season</i> 1 Apr – 31 Aug 2019	3 days prior to arrival	1 night charge	100% charge of the total room nights booked

- Should guests depart before their booked check-out date the tour operator will be charged for the remaining nights of the original confirmation.
- Cancellations must be advised in writing and proof of acknowledgement by the Hotel should be retained.
- Special offers are subject to separate cancellation policy if specified.

### **PAYMENT TERMS & CREDIT**

- Credit facilities need the Hotel's approval.
- Credit facility will officially take effect once the Hotel notifies the tour operator.
- All invoices must be settled within 30 days after the date of issue.
- All reservations are pre-paid by credit card at time of booking, unless credit facilities are in place.
- In the event of payment arrangements are not confirmed in advance, the Hotel reserves the right to collect such payment from the guest directly upon check-out, at the best available rate.
- Where a partner arranges payment to the Hotel through a third party, the tour operator shall remain responsible for such accounts until full payment has been received by the Hotel.
- The tour operator agrees to assist with any and all damages incurred as a result of the failure of the guest to pay for the Hotel's service.



- The tour operator will be liable to pay interest on the outstanding amount of the invoice at the rate of one point five (1.5%) per month. Delay in payment may result in suspension or withdrawal of credit facilities.
- **Bank Details to be advised later.**

#### **ADVERTISING & PROMOTIONAL MATERIAL**

- The tour operator may use the trade name or trademarks belonging to the Hotel or any image or photographic representation of the Hotel, whether exterior or interior for soliciting customers / guests or for advertising or promoting its products or services, only after receiving written approval from the Hotel Management.
- The Hotel must approve its inclusion prior to printing or publishing of any form of material for distribution through any channels including brochures, catalogues, flyers and websites or in any other marketing related activities.
- In the event of the tour operator failing to forward the proposed form and content to the Hotel for review and approval prior to printing or publishing of the brochure and other publicity materials which may result in misrepresentation of the Hotel, the Hotel will not be liable to the guest, to the retail agency or the operator for any damages, costs or claims arising from such misrepresentation. Furthermore, this negligence may result in the Hotel declining any business sourcing from such activities and immediately invalidating any existing agreement with the tour operator.
- Kindly use the material exclusively provided by the Hotel. All photographs, images or logos of the Hotel used for any promotional material have to be in line with the standard format according to the corporate identity of Rosewood Hotels (therefore, these images should not be edited or altered except for minimizing or maximizing their size).
- Photographs can be provided in high resolution format upon request.
- To maintain corporate standards of Rosewood Hotels, the tour operator has to ensure that the Hotel is always listed as Rosewood Yangon and is rated as a five-star property without exceptions.
- New copies of the brochures/promotional literature should be delivered to the Hotel as soon as they are available to the Tour Operator, but in any event no later than one month prior to the launch of the program.

### **MUTUAL INDEMNIFICATION**

The tour operator will indemnify and hold harmless Rosewood Yangon and Rosewood Hotels & Resorts from all losses, damages, liabilities and expenses which may arise or be claimed against Rosewood Yangon or Rosewood Hotels & Resorts and be in favour of any persons, firms, or corporations, for any injuries or damages to the person or property of any persons, firms, or corporations consequent upon or arising from any acts, omissions, negligence or fault by the tour operator's failure to comply with any laws, statutes, ordinance codes or regulations.

Rosewood Yangon or Rosewood Hotels & Resorts shall not be liable to the tour operator for any damages, losses or injuries to persons, customers or property of the tour operator or customer, which may be caused by the acts, negligence, omissions or faults of any persons, firms or corporations except when such injury, loss or damage results from negligence of Rosewood Yangon or Rosewood Hotels & Resorts its agents or employees.

### **IMPOSSIBILITY OF PERFORMANCE**

This letter of agreement will terminate without liability to either party if substantial performance of either party's obligation is prevented by an unforeseeable cause reasonably beyond that party's control. Such causes include, but are not limited to, acts of God; acts, regulations or orders of governmental authorities; fire, flood or explosion; war, disaster, civil disorder, curtailment of transportation facilities, or other emergencies making it illegal or otherwise impossible to provide the facilities or their services; any delay in necessary and essential construction or renovation of the Hotel and shall not include any inability to perform because of lack of finances.

### **EXCULPATION**

For so long as any partnership (or partnership of partnerships) is the owner of The Hotel ("The Owner" hereafter), the covenants and obligations contained in this letter of agreement on the part of The Owner shall be covenants and obligations of such partnership (or, if The Owner be a partnership of partnerships, of each such partnership) only, and not of the parties individually.

Only the assets of such partnership shall be subject to any liability of The Owner here under. No partner shall be individually liable for breach of any covenant or obligation of Owner, and no recourse shall be had against the assets of any partner (except to the extent of the assets of the operatorship) for payment of any sums due, or enforcement of any other relief, based upon any claim made for breach of any of The Owner's covenants or obligations. If at any time, The Owner is not a partnership, The Owner shall not be liable for breach of any covenant or obligations of The Owner here under except to the extent of the value of its interest in The Hotel.





## ENTIRE CONTRACT

This agreement and any attachments constitute the entire wholesale agreement between the Parties with respect to the subject matter hereof and shall supersede all previous proposals both oral and written, negotiations, representations, commitments and other communications between the parties. This agreement shall be governed by and construed in accordance with the laws of the Republic of the Union of Myanmar.

This agreement may not be released, discharged, changed or modified except by an instrument in writing signed by duly authorized representatives of both parties.

When signed by representatives of both parties, this agreement will constitute a binding contract between the tour operator and The Hotel. This signed agreement should be returned (facsimile acceptable) to The Hotel on or before (contract deadline date).

Signed for and on behalf of:

Rosewood Yangon



Ed Brea

Managing Director  
Date: 20 September 2018

Asia Expeditions Travels and  
Tours Co.,Ltd



Marlar Aye

Country Manager  
Date:

