

MELIÃ

YANGON

MYANMAR

WHOLESALE

Asia Expeditions Travels & Tours Co.,Ltd.

No.4, Room E, 5th Floor, Lower Pazundaung Road,
Pazundaung Township, Yangon.

Telephone : 951 200401, 959 506 2644

Fax :

HOTEL

Melia Yangon

192, Kaba Aye Pagoda Road

Bahan Township, Yangon, Myanmar

Telephone : 9519345000

Fax : 9519345055

WHOLESALES CONTRACT 2018-19

Dear Mr Win Zaw,

Mingalabar,

Thank you very much for your interest in our hotel.

With its 430 rooms, 3 restaurants, 2 bars, banquet and meeting rooms and other additional facilities combined with an ideal location and an impeccable service, Melia Yangon will certainly be the perfect choice for your guests.

Thus, "MELIA YANGON, Myanmar" is pleased to offer the following rates with terms and conditions to Asia Expeditions Travels & Tours Co.,Ltd.

Validity: 1st April 2018 – 31st March 2019

1. Contract Rate- Normal Floor for FIT/GIT

Room type	Room size	Maximum capacity	No of rooms	Room Rate – USD Nett (Single/ Double/ Twin)	
				Low Season 1 April 18– 30 Sep 18	High Season 1 Oct 18 –31 Mar 19
Deluxe Room	48m ²	3a	178	USD 110	USD 120
Premium Lake View	48m ²	3a	163	USD 135	USD 145
Extra bed with breakfast				USD 65	USD 65

Rate inclusive of:

- Daily buffet breakfast at The Market Restaurant on the 2nd floor, from 6:00 a.m. till 10:30 a.m.
- Complimentary wifi internet access in guests' room
- Complimentary fitness center and swimming pool
- Complimentary coffee/tea making facilities
- Complimentary two bottles of drinking water per day

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- Complimentary Policy
Every paid 8 rooms additional 1 room (9th room) will be complimentary with breakfast either single or double. A maximum of two (2) rooms.

2. Contract Rate- The Level Room & Suite Rooms

Room type	Room size	Maximum capacity	No of rooms	Room Rate – USD Nett (Single/ Double/ Twin)	
				Low Season 1 April 18– 30 Sep 18	High Season 1 Oct 18 –31 Mar 19
The Level Room	48m ²	3a	39	USD 220	USD 230
Junior Suite	70m ²	3a	26	USD 250	USD 260
Suite	92m ²	3a	6	USD 330	USD 340
Grand Suite	210m ²	3a	4	USD 630	USD 640
Extra bed with breakfast				USD 100	USD 100

Benefits for The Level floor:

- Exclusive check-in and check-out at The Level lounge on the 24th floor
- Welcome drink upon arrival
- 3 laundry items per room per night.
 - Dry-cleaning excluded
 - Not accumulative
- Turndown service
- Pillow menu
- Complimentary welcome amenities in all The Level rooms and Suite rooms
- Full buffet breakfast at The Level lounge or The Market restaurant
- Complimentary afternoon tea served between 3:00 p.m. – 4:30 p.m.
- Evening snacks and free flow house wine, sparkling wine, beer, soft drink, tea and coffee from 5:30 p.m. till 7:30 p.m.
- Complimentary use of boardroom up to 7 persons for three hours per stay and subject to availability
- Complimentary daily newspaper
- Complimentary shoe shine service
- Late check out until 3:00 p.m., subject to room availability
- Business area; computer, local and international newspapers
- Complimentary wifi internet access in the guest's room
- Complimentary use of swimming pool

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3. Meal Rate:

Meals (food only) for adult (Minimum 10 pax for set menu)	Contract rate per person
Lunch set/Buffer	USD 25 (Mon – Sat) USD 40 (Sunday Brunch)
Dinner set/Buffer	USD 30 (Sat – Thu) USD 40 (Friday)

Meals (food only) for 5 – 10 years old Children	Contract rate per person
Lunch set/Buffer	50% off adult rate
Dinner set/Buffer	50% off adult rate

Meals (food only) under 5 years old Children (Sharing bed with parents)	Contract rate per person
Buffer Breakfast	Included in room rate
Lunch set/Buffer	Complimentary
Dinner set/Buffer	Complimentary

Note:

- The above meal rates are not applicable for all below mentioned special days:
 - a. Christmas Eve : 24th December
 - b. Christmas Day : 25th December
 - c. New Year Eve : 31st December
 - d. New Year Day : 1st January
 - Valentine Day : 14th February

- Rates are applicable for both individual & ad hoc group bookings
- No compulsory meal for Christmas and New Year Eve

4. Additional Adult and Children Policy:

- There will be no additional charge for children up to 10 years old, sharing the existing bed with parents. Breakfast charged will be applied for children from 5 – 10 years old with 50% discount from contract prices USD (10) nett per child per day
- Meals for children under 10 years old based on the meal rate grid above mentioned

5. Amenities for Special Occasion - Honeymoon & Birthday:

- Honeymooners heart shaped cake and flowers set up upon 1st arrival
- Birthday cake and flowers set up on the birthday

6. Check-in & Check-out Time:

- Check-in time is from 2:00 p.m. and check-out time is 12:00 noon.

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- Early Check-in & Late Check-out: please note that we are unable to guarantee any early check in neither any late check out until the arrival date or the departure date, both are subject to the hotel availability.
- Check-out time until 06:00 p.m. : half day charge based on contracted rate
- Check-out time after 06:00 p.m. : full day charge based on contracted rate

7. Reservation Procedure:

- Your contracted rate will be activated after the hotel received a signed copy of this contract from your company. Reservation can be made directly to reservation department via either email or fax.

Reservation contact details are as follow:

Reservations : Aye Aye Kyaw (Ms.)
Email : reservations@meliayangon.com.mm
Telephone : 951 9345045
Facsimile : TBA

- A corresponding written notice, reservation order or valid voucher must support all reservations
- Reservations should only be considered confirmed by the hotel when a confirmation number is received
- Verbal availability does not imply a confirmation as it is subject to frequent and immediate changes

8. Allotment:

Unless the negotiation has been made, rooms are automatically released without notice. Allotments are based on productivity and periodically re-assessed. For additional rooms over and above allocation, please contact the Reservations office.

The hotel reserves the right to request the return of allotted rooms, subject to written notification

Room type	No. of Room	Released day
Deluxe Room	NA	14 days prior arrival date in Low season 30 days prior arrival date in High season
Premium Lake View Room	NA	

9. Cancellation Policy for FIT

Low Season 1 April 18– 30 Sep 18		High Season 1 Oct 18 – 31 Mar 19	
Notice Period	Cancellation Charges	Notice Period	Cancellation Charges
72 hours	No charge	30 days	No charge
Within 72 hours prior to arrival	One night room charge	14-29 days	50 % total room charge
		Within 13 days	100 % total room charge
No show or early departure	100 % total room charge	No show or early departure	100 % total room charge

Handwritten signature

Cancellation or no-show Policy for GIT

Low Season 1 April 18– 30 Sep 18		High Season 1 Oct 18 – 31 Mar 19	
Notice Period	Cancellation Charges	Notice Period	Cancellation Charges
30 days prior to arrival	No charge	30 days prior to arrival	No charge
Within 30 days prior to arrival	100 % total room charge	Within 30 days prior to arrival	100 % total room charge
No show or early departure	100 % total room charge	No show or early departure	100 % total room charge

Note: The hotel reserves the right to apply special cancellation policy in case of city big congresses or special events.

10. Payment Term:

Without credit facility Travel Agent

- The travel agent will be responsible for all negotiated room rates, included 10% service charge and 5% government tax
- Any incidental and supplemental charges incurred by the guest will be settled by the individual upon check out
- Credit facilities have not been established whereby prepayment is required 14 days prior to guest arrival during Low Season and 30 days during the High Season

With credit facility Travel Agent

- Credit facilities have been established whereby payment is expected 30 days from the date of invoices unless otherwise agreed in writing between parties
- Any incidental and supplemental charges incurred by the guest will be settled by the individual upon check out
- Any cost for bank transfer is the responsibility of the travel agent

11. Payment can be made directly into the following account:

Bank account details : 0107101200000329 (USD)
 Name of Bank : CB Bank
 Bank Address : 192, Kaba Aye Pagoda Road, Bahan Township, Yangon
 (Myanmar Plaza Branch), Myanmar
 Swift Code : CPOBMMMY

12. Dynamic Pricing / BAR Rate:

- The hotel acknowledges that the agent or its buyers/onward distributors /sub-agents are not allowed to decrease the gross rate for the accommodation
- The agent or its buyers/onward distributors /sub-agents must seek authorization from the hotel to decrease the gross rate for the accommodation in flight package Sales in order to remain competitive within the relevant market (the Selling rate)

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- The hotel hereby permits the agent and/or its buyers/onward distributors /sub-agents to reduce the gross rate. Any reduction in the gross rate to derive from the selling rate will be deducted from the commission since the agent and/or sub-agent are not allowed to decrease the gross rate
- The agent will limit the distribution of inventory to its buyers/onward distributors /sub-agents (online/offline) for the use of hotel rooms in combination with flight, train or rental car (dynamic packaging)

13. Static Pricing / FIT Rates:

- The agent will ensure that none of its buyers/onward distributors /sub-agents are supplying contracted rates through their own website or through integrations of their reservation system with any OTA, OTA network, travel website, travel meta search website or any other online channel
- The agent will limit the distribution of inventory to its buyers/onward distributors /sub-agents (online/offline) for the use of hotel rooms in combination with flight, train or rental car (dynamic packaging)
- The agent must assure and control its buyers/onward distributors /sub-agents to work exclusively with own brands or sub-agents that are selling directly to the customer. Buyers/onward distributors /sub-agents must exclude from their distribution network any agency that provides rates or inventory to other third party agencies (B2B agencies)
- The hotel may communicate from time to time a list of intermediates that must be excluded from Trade Connected Channels

14. Paid Search Advertising Requirements:

- The below are the requirements to use paid search advertising tools offered by search engines (i.e. Google, Bing, Yahoo, etc.), travel information sites (i.e. Trip Advisor), or other third party operated web sites which allow this form of advertising ("paid search"):
 - Keywords: in its keyword purchasing activities for paid advertisement in search engines, agency agrees not to purchase an advertising or sponsorship position triggered by the keywords identified by a company's brand or the name of a hotel managed, operated or franchised by company where each combination of words taken as a whole. However, agency is free to use the specified keywords for online marketing that are (a) used in a generic context, (b) names of events, places, regions, cities, areas, buildings, monuments, or other landmarks, or (c) other generic terms
 - For the avoidance of doubt, nothing in this agreement shall preclude agency or its trade connected channels from using any of company's or participating hotels' brands in the source code of the websites, providing such use is not intended to unfairly influencing organic search results. Melia Hotels International and the

participating hotels hereby acknowledge and accept that without such use, the participating hotel cannot be properly advertised

- Agency is not allowed to book the following keywords combinations:
 - a) Meliá Hotels International Brand terms and their misspellings
e.g.: melia, meliá, melià, gran melia, granmelia, me, paradisus, tryp, innside, sot
 - b) Meliá Hotels International Hotel names terms and their misspellings
e.g.: gran melia don pepe, melia berlin, melia de mar
 - c) Meliá Hotels International Hotel names terms without brand terms and their misspellings:
e.g.: hotel don pepe, hotel white house and all the combinations between this
 - d) Brand and Hotel names terms with other terms and their misspellings
e.g.: hotel gran melia, melia offer, gran melia booking

15. Onward Distributors:

- The agent must assure and control its buyers/onward distributors /sub-agents to work exclusively with own brands, selling directly to the customers or sub-agents that comply with any clause of this agreement

16. Force Majeure:

- It is Meliá Yangon policy not to relocate to another hotel; however, in the event of an unforeseen situation, the hotel will ensure a similar or superior standard accommodation
- Neither the travel agent nor the hotel shall be liable for failing to perform the contract obligations due to force majeure (state emergencies, labour strikes, natural disasters or any other causes) beyond the reasonable control of the hotel and the travel agent

17. Governing Law and Jurisdiction:

- This contract shall be governed by and construed in accordance with the laws of Myanmar. In the event of a dispute, and prior to filing any litigation, the parties agree to discuss in good faith the possible utilization of alternative dispute resolution procedures

18. Social Responsibility:

- The hotel, owner and wholesaler repudiate the commercial sexual exploitation of children

19. Brochure Review:

- Please note that all materials must be reviewed by the hotel prior to publication. Rates must be published according to the terms and conditions stipulated in this agreement. Failure to submit brochures for REVIEW PRIOR TO PRINTING could result in cancellation of allocation or withdrawal from promotional offers
- The tour operator will display in any tour programme brochure the hotel rates herein agreed and approved photograph and description by the hotel
- The tour operator will provide the hotel two copies of each brochure or tour programme in which the hotel appears prior to the commencement date of the programme

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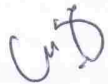



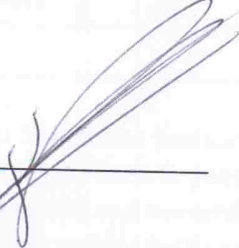
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20. Terms of Agreement:

- The undersigned hereby agrees to the above stated rates, arrangements and terms and conditions stipulated. Contract will be only considered valid once the hotel has received a signed copy of the contract and the attached letter within 30 days of issue. Failure to sign this contract could result in reservations being denied
- Either party can unilaterally terminate this contract upon 30 days' written notice to the other party
- Tour operator/agency cannot sell to the public through its or other entities' websites to inferior prices than the ones stated by this contract, after adding a 25% minimum of mark up

Kindly acknowledge your acceptance by signing and returning us the attached agreement.

For and on behalf of	For and on behalf of
MELIÃ YANGON	Asia Expeditions Travels & Tours Co.,Ltd.
Sincerely,	
Signed: 	Signed: <i>maelai</i> 
Name : Aye Thin Zar Lwin	Name : Win Zaw
Title : Sales Manager – Leisure/Travel	Title : Managing Director
Date : 21 February 2018	Date :
Acknowledged by:	
Signed: 	
Name : Susie Moe Aung	
Title : Director of Sales & Marketing	
Date : 21 February 2018	
Acknowledged by:	
Signed: 	
Name : Céline Guyomarc'h	
Title : General Manager	
Date : 21 February 2018	

Cc: Revenue Manger/Reservation /Finance