

Member of SERENATA Hotels & Resorts Group

CONTRACT AGREEMENT

Luxury River Retreat -

Contract with	TH ANYWHERE CO., LTD.
TAT License no.	14/03632 (Tax ID 0105565081822)
Contractor	Khun Kumar Bhusal / Founder & CEO
Address	39 Chaophaya Jewelry Building 4th Floor, Phayathai Road, Khwaeng Thanon Phaya Thai, Khet Ratchathewi, 10400
Tel	+66 94 304 5244
Fax	
Website	www.thanywhere.com
E-mail	CEO@thanywhere.com
Validity	01 November 2023– 31 October 2024
Currency	Thai Baht
Applicable to	Worldwide Market

1) JOIN PACKAGE TOUR		NET PER PERSON				
Tour Code	Program	ADULTS	1 st child no bed (03-12 years)	1 st or 2 nd child & 3 rd Adults with 1 extra bed (child 03-12 years)	Single Surcharge	
D100	One Day River Kwai Easy	1,590	1,590	1,590	ı	
FH101	2day1night The Floathouse River Kwai	6,800	5,100	6,800	2,000	
FH102	3day2night Floating Villa River Retreat & Local Experience	10,600	7,950	10,600	4,000	
FH202	3day2night The Floathouse & Nature Discovery	11,700	8,800	11,700	4,000	
Remark	 Minimum 2 adults per booking All package tours include join transportation, Floating Villas (room type) ,English speaking guide, meals and insurance 					

• Maximum 2 children between 3 and 12 years old per room with 2 adults:

Cancellation & No Show Policy

Cancellations must be made in written notice before the arrival. Penalties are as the following rules;

- 20 30 Days before arrival: charge 30% of the full duration of the reserved stay.
- 08 -19 Days before arrival: charge 50% of the full duration of the reserved stay.
- 01 07 Days before arrival or No show: charge the full duration of the reserved stay.

		NET PER ROOM PER NIGHT: TWIN or DOUBLE/SINGLE			
2)	ROOM WITH BREAKFAST AND JOIN BOAT TRANSFER ROUND TRIP (90 sq.m /30 Floating Villas)	HIGH SEASON 01 Nov - 23 Dec 03 Jan - 16 Apr 01 Jul - 31 Aug	PEAK SEASON 24 Dec- 02 Jan	NORMAL SEASON 17 Apr - 30 Jun 01 Sep - 31 Oct	EXTRA BED WITH BREAKFAST (per person per night)
2.1 F	FLOATING VILLA WITH BREAKFAST (29 Floating Villas)	4,950	5,200	4,850	1,600
	PANORAMIC FLOATING VILLA WITH BREAKFAST (01 Floating Villas)	5,950-	6,200	5,850	1,600

Remark

- Joined Shuttle boat transfer to/from Phutakien Pier Resort is every hour.
 - Check in: 02:00 pm 06:00 pm
 - Check out: 08:00 am 12:00 pm (noon)
- Private Shuttle boat transfer to/from Phutakien Pier Resort @ 1,000 per boat / one way or round trip
- Maximum 2 children between 3 and 12 years old per room with 2 adults;
 - 1st child sharing room with parents will be charge room with breakfast @ 800.-THB per person
 - 2nd child additional charge extra bed with breakfast @ 1,600.-THB per person

3) MEALS: Net per person		Adult Child (3-12 years)
3.1. Lunch		500 450
3.2. Dinner		700 650
3.3. New Year's Eve compulsory dinne	on 31 December	900 650

4)	BOAT RENTAL (Maximum 8 persons per boat)		
	4.1. A private boat from Pakseng pier to The FloatHouse	1,500	per boat / one way or round trip
	4.2. A private boat from The FloatHouse to SaiyokeYai waterfall	2,200	per boat / one way or round trip
	4.3. A private boat from Phutakien Pier to The FloatHouse	1,000	per boat / one way or round trip
	4.4. A private boat from The FloatHouse to Mon Village	1,000	per boat / one way or round trip

5) TOUR GUIDE POLICY

- 5.1. Guide will be equally charged as same as guest when staying in the guest room (subject to room availability)
- 5.2. Guide room (en-suite) nearby The Floathouse River Kwai (subject to room availability)
 - Sharing Twin THB 800.- / person /night include breakfast (same company)
 - Single THB 1,200.- / person / night include breakfast Set Dinner THB 250.-/pax/night
- 5.3. Tour guide with different tour operator company's voucher from guest will be equally charged at contract rate as same as guest.

6) TOUR LEADER POLICY

6.1. Tour leader will be equally charged as same as guest

7) OPTION	AL TOUR &ACTIVITIES (Minimum 2 persons)		
7.1.	Boat trip to visit Mon Village with local guide (maximum 8 persons)	1,000	per trip
7.2.	Half day boat trip to Saiyoke Yai waterfall and Lawa cave include lunch and local guide	4,200	per 2 persons
7.3.	Bamboo rafting (1 hour/ maximum 4 persons) Include boat transfer and local staff	1,500	per raft
7.4.	Canoeing from Jungle Rafts to FloatHouse (40 minutes) include boat transfer	1,000	per 2 persons
7.5.	Floating raft to Mon village and Resotel (maximum capacity 50 persons)	5,200	per raft
7.6.	Fly in the Park (Tree Top Adventure, Club sandwich and transfer)	1,700	Per person
7.8	Sup Board (From Chamchuree Beach ,Jungle Rafts to Resotel /40 minutes) (additional charge boat transfer (400THB per boat)	480	Per person
7.9	Sup Board (From HomePhutoey to Resotel /1 hour) (additional charge boat transfer (400THB per boat)	560	Per person

APPENDIX

1. Check-In / Check-Out Times

- **Check-in time** is 14:00 hrs. Guests arriving prior to 14:00 hrs. will be accommodated as rooms become available. We can store their luggage during their check-in time.
- Check-out time is 12:00 noon. Rooms used from 12:00 p.m. to 6:00 p.m. on the day of departure will be charged 50% of the contract rate. Rooms occupied beyond 6:00 p.m. will be charged at full contract rate. (subject to room's availability)
- **Early Departures**: Once check-in formalities have been completed, accommodation will be charged for the full duration of the reserved stay.

2. Cancellation & No Show Policy

The tour operator shall notify the hotel in writing of any cancellation prior to the minimum notice period. In the event of cancellation after such dates, a late cancellation fee equivalent to 1 night will apply for each room cancelled as follows;

- **HIGH SEASON** (01 November 23 December ,03 January -16 April, 1 July 31 August) : Less than 21 days prior to arrival date
- Peak season (24 December -02 January): Less than 30 days prior to arrival date
- Normal season (17 April 30 June, 1 September 31 October): Less than 14 days prior to arrival date
- All season, year round for any last min cancellation 0-7days before arrival date or no show 100% of total reservation amount will be charge

3. Overbooking

The hotel reserves the right to overbook, which may result in some guests being relocated. In the event, the hotel will secure, and the client agrees to accept, alternative accommodation of at least and equal standard but is not liable to pay compensation to the Tour Operator or any individual hotel guests.

4. Payment: Full prepayment within 30 days prior arrival date

Payment / Bank / Transfer fees are fully responsible by the tour operator / agency. The hotel takes no responsibility in such fees and that cannot be deducted from the payment amount.

Additional charge of 3% will apply when payment made by credit card

Reservation will automatically be released if prepayment is not received as specified above

5. Group payment policy

Groups greater than 08 Rooms Nights:

- A non-refundable deposit of 20% of the contracted rate per room per night is due within 14 days of receipt of confirmation. A confirmed booking may be cancelled if the deposit is not received within 14 days.
- The balance of all confirmed accommodation, pre-booked meals, conferencing, functions, transfers and day tours are due within 5 business days of the rooming list being received at 30 days prior to group arrival.
- Bookings within 30 days of arrival require full payment immediately.

6. Termination

The hotel shall have the absolute right at any time by giving notice in writing to the Tour Operator to cancel this Agreement forthwith including current and future reservations on the occurrence of any of the following events:

- Non-compliance with agreed trading terms.
- If the Operator enters into bankruptcy or liquidation whether compulsory or voluntarily (other than of the purposes
 of amalgamation or reconstruction) or compounds with its or their creditors or takes of suffers any similar action in
 consequence of debt or is served with notice of or relating to bankruptcy or liquidation proceedings or if execution
 is levied against any of the assets of the Operator.
- If the Hotel cannot operate properly or at all, due to fire, storm, typhoon, earthquake, war, explosion, bombing civil commotion, riot, disturbance or political unrest. Or any other circumstance(s), event(s), or other force major condition(s) beyond its control or if its license to operate as a hotel is revoked, cancelled or suspended. Upon any change in the composition or (in the case of an operator) ownership of the Operator.

7. Marketing material inclusion

When the hotel is included in any of the Tour Operator's marketing material, the Tour Operator must furnish a copy of such marketing material to hotel for approval prior to printing (which approval may be withheld in the absolute discretion of hotel. If the Tour Operator fails to do so, all responsibility for incorrect information and liability shall be that of the Tour Operator.

8. Breach of Contract

If the Tour Operator breaches any of the provisions of this agreement and fails to promptly cure such breach, then hotel may refuse to confirm any reservations from The Tour Operator and terminate this Agreement immediately without any written notice.

9.* Important Note *

The information in this agreement is strictly confidential and for the sole purpose of sale by the Tour Operator which is <u>not</u> <u>through the Internet or online platforms</u>. This agreement cannot be shared or disclosed to third parties for whatever reason or purpose. Each rate must be packaged before selling. The rates provided in this contract must <u>never be exposed to the consumer or general public nor disclosed on any Internet / platforms</u>. Providing net or discounted room rates directly to a consumer will violate this contract.

The Tour Operator must not advertise that it has 'the lowest price' for **The FloatHouse River Kwai Co., Ltd.** nor using the hotel name **The FloatHouse River Kwai Co., Ltd.** as a keyword for Adwords or other search engines. The hotel may not respect the reservations found violating the contract.

10. Acceptance

Please kindly sign and send back to us to validate this agreement in our system.

For and On Behalf of The FloatHouse River Kwai Co., Ltd.			ACCEPETD AND AGREED TO: TH ANYWHERE CO., LTD.		
By:	Rawimon (for)		By:		
Name:	Suwimol Ngams	sriviroi	Name:	Khun Kumar Bhusal	
Date:	08 September 2		Date:	Kildii Kalilai Bilasai	
Sales Co	ontact:	SERENATA Hotels & Resorts G 133/48 Ratchaprarop Soi 12, Ratchathewi, Bangkok 10400, Tel: +66(0) 2642 5497 Fax: + Email: bd-team@snh.co.th	Ratchaprarop Thailand 66 (0) 2246 56	579	
Reservation Contact:		info@thefloathouseriverkwai	.com		
		THE FLOAT HOUSE RIVER KW/		aiyok, Kanchanaburi 71150, Thailand	

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