

**CONTRACT AGREEMENT 2023 - 2024**

**Room with Breakfast Applicable for Worldwide Market except Thai**

<b>Company's Name</b>	TH Anywhere Co., Ltd.	<b>License No./Web site</b>	14/03632
<b>Contract Person</b>	Ms. Negyi Tun	<b>Title</b>	Partnership Manager
<b>Address</b>	39 Chaophraya Jewelry Building, Phayathai Road, Phayathai, Rajdhevi, Bangkok 10400 Thailand		
<b>Telephone</b>	Mobile 098 349 8197	<b>E-mail</b>	negyi.partnership@thanywhere.com

The parties have review and acceptance the rates for accommodations, meals and other services rendered by the Hotel to the Travel Agent and/or Tour Operator as following:

VALIDITY	ROOM RATE INCLUDE BREAKFAST (THB) SGL/ DBL PER ROOM PER NIGHT									
	Deluxe Room	Deluxe Sea View Room	Mini Suite Pool Access	Family Room Garden View	Deluxe Beachfront	Sky Beachfront	Mini Suite Beach Front	Pool Villa Garden	Pool Villa Sea view	Pool Villa Beachfront
01 OCT 2023 - 31 OCT 2023	6,500	7,000	8,000	8,500	9,500	10,000	10,500	13,500	16,500	20,000
01 NOV 2023 - 21 DEC 2023	9,000	9,500	10,500	11,000	12,000	12,500	13,000	16,000	19,000	22,500
22 DEC 2023 - 06 JAN 2024	11,000	11,500	12,500	13,000	14,000	14,500	15,000	18,000	21,000	24,500
07 JAN 2024 - 31 MAR 2024	9,000	9,500	10,500	11,000	12,000	12,500	13,000	16,000	19,000	22,500
01 APR 2024 - 31 OCT 2024	6,500	7,000	8,000	8,500	9,500	10,000	10,500	13,500	16,500	20,000

**WEEKEND (Night) – Friday and Saturday**

**LONG WEEKEND (Night) – 3,13,14,21,22 Oct.23 / 9,10,30,31 Dec.23 / 24,25 Feb.24 / 6,7,12,13,14,15,16,17 Apr.24**

MEAL PLAN	VALIDITY	ADULT	CHILD 4.1 – 11.99 years old
BREAKFAST	01 OCT 2023 – 31 OCT 2024	Included	265.-net/person
COMPULSORY NEW YEAR EVE DINNER	31 DEC 2023	4,500.-net/person	2,300.-net/person
Remark: Meals rate are exclude beverage, inclusive of 10% service charge and applicable value added tax.			

SPECIAL OFFER	
<b>Birthday/ Honeymoon Offer</b>	<ul style="list-style-type: none"> <li>Birthday anniversary will get complimentary a birthday cake.</li> <li>Honeymoon will guarantee king size bed, welcome fruit &amp; flower in the room and welcome drink upon arrival.</li> </ul>
<b>Long Stay Offer</b>	<ul style="list-style-type: none"> <li>Minimum 21 nights stay will get 20% discount on laundry, F&amp;B, Spa (except promotion rate)</li> <li>This promotion is combinable with all offers.</li> </ul>

Close-out Dates	
Close-out	<b>Stop sales report will be sending to notice by e-mail.</b>

**TRADING TERMS:**

**1. Rates** are valid from **01 OCT 2023 – 31 OCT 2024**

All rates quoted are in **Thai Baht** and are net, non-commissionable. Rates quote include Service Charge and Government Tax. Rates offered are subject to change after the agreement has expired.

Application of contract rates for additional bookings over and above the contract room allotment where applicable will be at the Hotel's discretion, based on booking status and written confirmation by the Hotel prior to arrival. The hotel reserves its right to charge additional bookings at published rates. Supplements or close out dates may be applicable during pre-determined periods, which will be advised prior to dates applicable.

Room rates are applicable to bona fide overseas leisure visitors only.

Room rates are applicable on the Operator's account only. Should the guest be paying on his own account, regular published rates will be applied. The aforesaid special contract rates are offered to Tour Operator expressly and solely for wholesale use and must be "bundled" with another travel component, such as car rental, air fare or tour package.

Wholesale rates quoted previously in this document are not applicable to groups of ten rooms or more. Group rates for MICE (Meeting, Incentive, and Convention & Exhibition) are available upon request.

**2. Check-In / Check-Out:**

**Check-in time** is from 15:00 hrs. Rooms requiring check-in prior to 15:00 hrs. will require pre-registration to guarantee check-in. Pre-registration of rooms will be charged at 100% of the daily contract room rate and should be requested at time of reservation.

**Check-Out:** is 12:00 hrs. Late departures up to 18:00 hrs. are available, subject to availability, at 50% of the daily contract room rate. After 18:00 hrs. the full day rate will be applicable.

**Early Departures:** Once check-in formalities have been completed, guests will be charged accommodation for the full duration of the reserved stay.

**3. Booking Procedures:**

The operator agrees to provide written orders for bookings including indication of payment method before guest's arrival. Published rates will be charged direct to the guest in absence of written confirmation from the operator.

**FOR RESERVATIONS:**

E mail: [stay@valahuahin.com](mailto:stay@valahuahin.com)



TEL: +66 (0) 2-651-9080

**4. Settlement of account: Full prepayment is required as follows:**

- 16 Apr 2023 – 31 Oct 2023 : not less than 07 days prior to arrival
- 01 Nov 2023 – 25 Dec 2023 : not less than 30 days prior to arrival
- 26 Dec 2023 – 05 Jan 2024 : not less than 45 days prior to arrival
- 06 Jan 2024 – 31 Mar 2024 : not less than 30 days prior to arrival
- 01 Apr 2024 – 15 Apr 2024 : not less than 07 days prior to arrival

Unless credit facilities have been established, by means of a Bank Guarantee, Floating Deposit, Telegraphic Transfer or such other security acceptable to The Hotel, the amount and all other details of this must be discussed and agreed between the Operator and The Hotel.

**Bank Account details:**

**The Regent Cha-Am Hotel Co., Ltd.**  
**Bangkok Bank Public Co., Ltd. (Cha Am Branch)**  
**Saving Account No. 566 - 0- 43748 -3**  
**SWIFT CODE: BKKBTHBK**

**5. Credit:**

The Hotel's credit manager will provide credit terms under a separate cover. Failure to comply with credit terms may result in suspension of the hotel's obligations of this agreement.

**6. Vouchers:**

If The Hotel approves credit terms, the tour operator agrees to provide the hotel with a sample voucher for FIT bookings for reference.

**7. Children Policy:**

- Infant below 4 years old: F.O.C. for room and meal (sharing with parent's room and using existing bed). The hotel provides complimentary baby cots/cribs.
- Child 4.1 - 11.99 years old: As additional person, will automatically charge for extra bed THB 2,354.- net/person/night including breakfast.
- In case of 2 additional children, 1 extra bed will automatically be set up at THB 2,354.-net /person/night including breakfast. The other child must use existing bed only and breakfast will be charged 50% discount of adult rate.
- Meal rate for child under 12 years is 50% discount of breakfast.

**8. CANCELLATION POLICY:** The Hotel will charge for cancellations as follows:

**Normal Period:**

- Cancellation 14 days prior to arrival date will be charged 50% of reserved nights at contract rate
- Cancellation 7 days prior to arrival date will be charged full price of reserved nights at contract rate

**High Season: 1st Nov 2023 - 21st Dec 2023, 7st Jan 2024 -31st Mar 2024**

- Cancellation made less than 14 days before arrival will be charged 1 night
- Cancellation made less than 7 days before arrival will be charged 100% of total reservation

**Peak/Festive Season: 22th Dec 2023 - 6th Jan 2024**

- Cancellation made less than 21 days before arrival will be charged 1 night



- Cancellation made less than 14 days before arrival will be charged 100% of total reservation

**9. NO SHOW POLICY:**

No Show, fully charged of the reserved nights at the contract rate

**10. Allotments: Please find ADDEDUM of ALLOTMENT file**

Allotments will be negotiated direct with the tour operator. 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 its right to request the return of allotted rooms subject to written notification.

**11. Overbooking:**

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

**12. Amendments:**

To this agreement shall only be valid if made in writing and signed by representatives from both the hotel and the tour operator. The waiver of any terms of this agreement on one particular occasion shall not be deemed as a waiver of such terms for any future occasions. Any such waivers are at the discretion of the hotel.

**13. Termination:**

The Hotel shall have the absolute right at any time by giving notice in writing to the 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 for the purposes of amalgamation or reconstruction) or compounds with its or their creditors or takes or 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.

This agreement can be terminated by either party, without penalty, for any reason upon thirty days prior written notification to the other party. Termination of this Agreement shall not extinguish the rights or obligations of the parties hereunder with respect to indemnification, trademarks, ownership and disposition of information, confidentiality, and accounting. The Hotel reserves the right to terminate this agreement immediately on written notification to Tour Operator.

**14. Internet Keyword Marketing:**

The Tour Operator shall not bid on or purchase internet placement rights for The Hotel or, except as stated above, use any of The Hotel in any manner in any of its advertising, including but not limited to Internet and web advertising, without the express written consent of The Hotel.

**15. Brand Loyal Marketing and Onward Distribution:**



The Tour Operator shall not target, solicit, or otherwise make use of loyal customers (i.e. customers expressing a preference for). Unpublished rate are offered by hotel expressly and solely for provider use. The offering or distribution of unpublished rates or any other data or information provided by Hotel hereunder, through any internet site or global distribution system booking sites, is expressly forbidden, except as Tour Operator shall notify The Hotel and The Hotel shall approve such redistribution in writing.

#### 16. Predatory Advertising:

Tour Operator shall not use, and shall prohibit all web sites within its control from using, any predatory advertising methods designed to generate traffic from hotel sites, or any other sites that exclusively promote The Hotel, for which Tour Operator has no contractual rights

For the online promotion of any products or services other than The Hotel, a predatory advertising method is an advertising method that creates or overlays links or banners on web sites, spawns browser window, or utilizes any other method to generate traffic from a web site without that web site owner's knowledge, permission, and participation.

#### REMARKS

Contract rates are extended on an understanding that **VALA Hua Hin – Nu Chapter Hotels** will be featured in promotional brochures both pictorially and editorially. Importantly, rates must be packaged with at least one other travel services listed herewith, air-ticket, transportation and meals (with the exception of breakfast).

Under no circumstances are the contracted rates to be published on any internet website without the express permission of the Hotel.

(I.e. Contract rates which are not packaged are not permitted to be displayed in any website)

#### ACCEPTANCE

If the above details meet with your acceptance, please sign a copy of this agreement and stamp with **TH Anywhere Co., Ltd.** official company stamp and return to my attention. Once the agreement is received, this will signify **TH Anywhere Co., Ltd.** has accepted and agreed upon the above rates and Terms and Conditions. The agreement is not valid if not a signed copy is not returned by the requested date or without a valid company stamp.

Sincerely yours,  
Sign on behalf of

Agreed and accepted by  
Sign on behalf of

**VALA Hua Hin – Nu Chapter Hotels**

**TH Anywhere Co., Ltd.**




Authorized Signature

Name: Kriengkrai Sojikul

Title: Cluster Director of Sales & Marketing

Date: 01<sup>st</sup> November 2023



Authorized Signature

Ms. Negyi Tun

Partnership Manager

Date: 2 November 2023