

## 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.

CATEGORY	VALIDITY	ROOM RATE SGL/ TWIN / DBL PER ROOM PER NIGHT	MATTRESS/ROOM/NIGHT	
			ADULT	CHILD 4-11.99 yrs.
CHALET STANDARD ROOM (2 PAX)				
Low Season	01 OCT 2023 – 31 OCT 2023	2,400.-	800.-	800.-
High Season	01 NOV 2023 – 24 DEC 2024	3,000.-	800.-	800.-
Peak Season	25 DEC 2023 – 03 JAN 2024	4,000.-	800.-	800.-
High Season	04 JAN 2024 – 31 MAR 2024	3,000.-	800.-	800.-
Low Season	01 APR 2024 – 31 OCT 2024	2,400.-	800.-	800.-
CHALET DELUXE ROOM (2 PAX)				
Low Season	01 OCT 2023 – 31 OCT 2023	2,900.-	800.-	800.-
High Season	01 NOV 2023 – 24 DEC 2024	3,500.-	800.-	800.-
Peak Season	25 DEC 2023 – 03 JAN 2024	4,500.-	800.-	800.-
High Season	04 JAN 2024 – 31 MAR 2024	3,500.-	800.-	800.-
Low Season	01 APR 2024 – 31 OCT 2024	2,900.-	800.-	800.-
RIMSONE SUITE 1 BEDROOM (2 PAX)				
Low Season	01 OCT 2023 – 31 OCT 2023	3,700.-	800.-	800.-
High Season	01 NOV 2023 – 24 DEC 2024	4,300.-	800.-	800.-
Peak Season	25 DEC 2023 – 03 JAN 2024	5,300.-	800.-	800.-
High Season	04 JAN 2024 – 31 MAR 2024	4,300.-	800.-	800.-
Low Season	01 APR 2024 – 31 OCT 2024	3,700.-	800.-	800.-
Remark; Extra bed is include breakfast and all room rate are inclusive of 10% service charge and applicable value added tax.				

MEAL PLAN	VALIDITY	ADULT	CHILD 4 – 11.99 years old
<b>BREAKFAST</b>	01 OCT 2023 – 31 OCT 2024	500.-net/person	250.-net/person
<b>LUNCH</b>	01 OCT 2023 – 31 OCT 2024	750.-net/person	375.-net/person
<b>DINNER / HALF BOARD</b>	01 OCT 2023 – 31 OCT 2024	950.-net/person	475.-net/person
<b>FULL BOARD</b>	01 OCT 2023 – 31 OCT 2024	1,700.-net/person	850.-net/person
<b>COMPULSORY NEW YEAR EVE DINNER</b>	31 DEC 2023	2,800.-net/person	1,400.-net/person
Remark; ☐ Meals rate are exclude beverage, inclusive of 10% service charge and applicable value added tax.			

**DINNER, HALF BOARD AND FULL BOARD except the night of 24<sup>th</sup> DEC 2023 & 31<sup>st</sup> DEC 2023.**

FAMILY PLAN		
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.	Max 2 children/room
Child 4 - 11.99 years old	*As additional person, will automatically charge for Mattress THB 800.-net/person/night including breakfast.	
	*In case of 2 additional children, 1 Mattress will automatically be set up at THB 800.-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 adult rate.	

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

#### 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 14:00 hrs. Rooms requiring check-in prior to 14:00 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:

TEL: +66 (0) 32 508 141

FAX: +66 (0) 32 508 149

E mail: [chalet@regentchaletchaam.com](mailto:chalet@regentchaletchaam.com)

### 4. Settlement of account: Full payment is required as follows:

Full payment is required as follows:

- 01 Nov 2023 – 19 Dec 2023 : not less than 30 days prior to arrival
- 20 Dec 2023 – 10 Jan 2024 : not less than 45 days prior to arrival
- 11 Jan 2024 – 15 Apr 2024 : not less than 30 days prior to arrival
- 16 Apr 2024 – 31 Oct 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.

Name: **Regent Chalet Regent Beach Cha-Am**

A/C: Saving Account No. 566-038-042-8

Bank **Bangkok Bank Public Co., Ltd.**

Cha-Am Branch

491/49 Petchkasem Rd., Cha-Am, Petchburi 76120 Thailand

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. CANCELLATION and NO SHOW POLICY: The Hotel will charge for cancellations as follows:

#### ▪ High Season:

- 14 days prior to arrival : no cancellation fee
- 8 – 13 days : 1 full night chargeable
- 3 – 7 days : 50% of the full stay
- 0 – 2 days (incl. no show) : 100% of the full stay

#### ▪ Peak Season:

- 21 days prior to arrival : no cancellation fee
- 0 – 20 days (incl. no show) : 100% of full stay

▪ **Low Season:**

8 days prior to arrival	:	no cancellation fee
3 – 7 days	:	50% of the full stay
0 – 2 days (incl. no show)	:	100% of the full stay

The Hotel automatically guarantees all reservations and charges full length of stay for no shows.

**8. Allotments:**

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.

**9. 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.

**10. 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.

**11. 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 a 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.

**12. 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.

**13. 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.

#### 14. 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 **Regent Chalet, Hua Hin** 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

**Ms. Negyi Tun**, 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

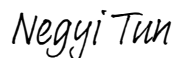
**The Regent Chalet, Hua Hin**

Agreed and accepted by  
Sign on behalf of

**TH Anywhere Co., Ltd.**



Authorized Signature  
Name: Kriengkrai Sojikul  
Title: Cluster Director of Sales & Marketing  
Date: 01<sup>st</sup> November 2023



Authorized Signature  
Name: Ms. Negyi Tun  
Title: Partnership Manager  
Date: 2 November 2023