



Contract agreement valid from 1 Sept 2018 – 31 Oct 2019

Date:

Contracts Manager:

Company name:

Dear Hong Kong Convergent,

We are extremely happy having worked with you since 2018 and your continued support – it's been fantastic so far!

With this in mind we would love to continue the amazing success by offering you a special contract that offers you contract rates for **2018-2019** with **a further 10% compared to your competitors.**

Rates are valid from 1st September 2018 – 31st August 2019 and subject to change without prior notice

We look forward to welcoming your guests at our hotel and to the opportunity to ensure an incredible stay in Koh Samui.

Please indicate your acceptance by signing this letter on the section below, please scan and email back to Salesmanager@kalaraco.com before the **31st of August 2018**

With warm regards,

Kalara International Properties

We accept the rates and agree to the conditions stipulated in this

Authorized Signatory

Company Stamp

Rates are inclusive of 10% service charge and 7% VAT.

Special contract rate floating deposit Hong Kong Convergent Lanna Samui 2018/2019

BEGINNING PERIOD	ENDING PERIOD	SEASON	NET RATES STUDIO	SPECIAL NET RATES STUDIO	NET RATE ONE BED	SPECIAL NET RATE ONE BED	NET RATE 2 BEDROOM	SPECIAL NET RATE 2 BEDROOM
			10 SUITES		4 SUITES		1 SUITE	
1 SEP 2018	30 SEP2018	LOW	2319	2087	2999	2699	5999	5399
1 OCT 2018	15 OCT 2018	PEAK	3599	3239	4399	3959	7999	7199
16 OCT 2018	21 DEC 2018	LOW	2319	2087	2999	2699	5999	5399
22 DEC 2018	6 JAN 2019	PEAK	3599	3239	4399	3959	/	/
7 JAN 2019	31 JAN 2019	HIGH	2999	2699	3999	3599	7199	6479
1 FEB 2019	15 FEB 2019	PEAK	3599	3239	4399	3959	/	/
16 FEB 2019	15 APR 2019	HIGH	2999	2699	3999	3599	7199	6479
16 APR 2019	15 JULY 2019	LOW	2319	2087	2999	2699	5999	5399
16 JULY 2019	31 AUG 2019	HIGH	2999	2699	3999	3599	7199	6479

Special rate Hong Kong Convergent floating deposit Code Samui 2018/2019

BEGINNING PERIOD	ENDING PERIOD	SEASON	NET RATE POOL	NET RATES 1 BEDROOM	SPECIAL NET RATES 1 BEDROOM	NET RATE PENTHOUSE	SPECIAL NET RATE PENTHOUSE
			3 suites exclu HKC	5 SUITES		3 SUITES	
1 SEP 2018	30 SEP2018	LOW	2399	2799	2519	3199	2879
1 OCT 2018	15 OCT 2018	PEAK	4399	4799	4319	5599	5039
16 OCT 2018	21 DEC 2018	LOW	2399	2799	2519	3199	2879
22 DEC 2018	6 JAN 2019	PEAK	4399	4799	4319	5599	5039
7 JAN 2019	31 JAN 2019	HIGH	3399	3999	3599	4399	3959
1 FEB 2019	15 FEB 2019	PEAK	4399	4799	4319	5599	5039
16 FEB 2019	15 APR 2019	HIGH	3399	3999	3599	4399	3959
16 APR 2019	15 JULY 2019	LOW	2399	2799	2519	3199	2879
16 JULY 2019	31 AUG 2019	HIGH	3399	3999	3599	4399	3959

Massage	Spa price	Agent price	SPECIAL WE LOVE TRAVEL
Foot reflexology 60 min	800 THB ++	640 THB-NET	600 THB net
Thai massage 60 min			
Thai massage 90 min	1000 THB ++	800 THB-NET	700 THB net
Oil signature 60 min	1400 THB ++	1100 THB-NET	900 THB net
Oil signature 90 min	1700 THB ++	1300 THB-NET	1100 THB net

Restaurant	Restaurant Price	Agent price	SPECIAL WE LOVE TRAVEL
Thai set menu	800 THB ++	640 THB-NET	600 THB net
Thai Cooking class	1400 THB ++	1100 THB-NET	900 THB net
Thai Cooking class couple	2500 THB ++	2000 THB-NET	1800 THB net

Any change to existing taxes or changes or any introduction of new government taxes or changes will be passed on to the agent commencing on the day they become applicable and the agent agrees to honour such changes. Failure to comply with the conditions specified above will lead to cancellation of contract.

- All above rates are non-commissionable.
- Breakfast inclusions: Studio or 1 Bedroom unit –2 complimentary daily breakfasts for 1 bedroom / 4 complimentary daily breakfasts for 2 bedrooms
- Complimentary Wi-Fi internet access is included.
- Complimentary scheduled beach transfer.
- Access to facilities – Tennis court, gymnasium, spa, steam room, swimming pool and restaurant.

Maximum number of occupants allowed :

CODE:

- 1 Bedroom & Penthouse Unit : 2 persons + 1 extra bed with additional charge (total 3 persons)

LANNA :

- Studio Suite Unit : 2 persons only cannot add extra bed
- 1 Bedroom Unit: 2 persons + 1 extra bed with additional charge (total 3 persons)
- 2 Bedroom Unit: 4 persons + 2 extra bed with additional charge (total 6 persons)

SEASON	CUT OFF DAYS	CANCELLATION POLICY
LOW	FREE SALES	14 DAYS
HIGH	3	14 DAYS
PEAK	14	30 DAYS

PROMOTIONS ALL ROOM TYPE ALL SEASON		
Early bird 45 days	-5%	-
Minimum 3 nights	-5%	-
Minimum 5 nights	-10%	-
2 nights in Lanna + 2 nights in Code	-10%	free transfer between both hotels
3 nights in Lanna + 3 nights in Code	-15%	free transfer between both hotels

Note the discounts are not cumutable / not cancellable / not refundable those rate are net rates for 2 pax for 1 bedroom 4 pax for 2 bedrooms

GENERAL TERMS & CONDITIONS

- The below room rates are net in Thai Baht per room per night included all tax, service charge and daily breakfast for 2 persons.
- Hong Kong Convergent agrees to settle Baht advanced floating deposit for the booking payment deduction :
 - **For Code hotel** THB 1,000,000 (1 Million Thai Baht).once the deposit run down to 200,000 baht roughly, Hong Kong Convergent will top up the floating deposit to hotel THB 1,000,000 (1 Million Thai Baht).
 - **For Lanna Hotel** THB 200,000 (Two hundred thousand Thai Baht. once the deposit run down to 20,000 baht roughly, Hong Kong Convergent will top up the floating deposit to hotel THB 200 000 (Two hundred thousand Thai Baht)
- In case of hotel terminate the contract, all remain deposit will be returned to Hong Kong Convergent within 30 days
- Once the contract expire Hong Kong Convergent will be able to continue using the remain deposit with renewal contract from Oct 2019 onwards.
- Hotels guarantee the room rate state in this contract is the best rate. If any lower rate finds in any channel, hotel will provide 10% discount to Hong Kong Convergent. Code hotel offer exclusivity on the room type "Pool and terrace" and rate at 10% less than all the other agent
- All booking is under guarantee room allotment. Hotel cannot reject the booking or else the full refund of booking with 1 night compensate will be penalty.

Extra Bed	Adult @THB 1,500 net / Children 750 net (Breakfast is included 1 person)
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MEALS

Meal Type Price per person	Breakfast
Adult	THB 400
Child below 12 years	THB 250
Child below 2 years	FOC

TRANSPORTATION

Samui Airport – CODE Resort	Private Van (max. 6 persons)	THB 800 per way
Samui airport - Lanna Resort	Private Van (max 6 pax)	THB 400 per way

STOP SELL

The resort reserves the right to request a Stop Sell to the business partner. All rooms sold under confirmed allotment must be reported in writing within forty-eight hours (48) of the Stop Sell notification to the Resort and unused allotment must be returned to the Resort by the business partner.

CHILDREN CONCESSIONS

Children 12 years and younger stay free when they share the same room as their parents. Does not include any additional bed or bedding or breakfast.

Children age 2 or younger enjoy free breakfast with a complimentary baby cot. Complimentary baby cot can be provided on request - this service is subject to availability.

NO SHOW POLICY

A reservation is considered "No show" if arrival does not occur on the date reserved and the hotel is not notified of any emergency delays in writing, the hotel reserves the right to charge a no show fee of 1 nights on that confirmed booking.

CHECK IN / CHECK OUT TIME

Check-in time is 14:00 hrs. Check out time is 12:00 hours (noon). Late checkout will be charged at 50% of contract rate and subject to hotel availability.

EARLY CHECK OUT

In the event that the individual checks-out ahead of the booked and confirmed dates, the Resort reserves the right to charge a penalty to the business partner equivalent to the contract rate of the full length of stay.

RESERVATIONS

The business partner shall direct all reservations to the resort by email to;

Email: rsvn@samuicode.com / salesmanager@kalaraco.com

Email: rsvn@lanna-samui.com / bookings@lanna-samui.com

TERM OF PAYMENT

Pre-payment is required for all bookings:

Low Season: 7 days prior to arrival

High Season: 14 days prior to arrival

Peak Season: 28 days prior to arrival

BANK DETAILS

CODE:

Name of Account:	Kalara Code Management
Bank :	Bangkok Bank
Branch :	Koh Samui Branch
Current Account No.	541-033-1994
Swift Code :	BKKBTHBK

LANNA:

Account Name:	Lanna Hotel Management Co.,Ltd.
Bank Name:	Bangkok Bank
Bank Branch:	Koh Samui
Account Number:	541-033-2133
Swift Code:	BKKBTHBK

All guests must present credit card or cash deposit as a guaranteed of their incidental expenses upon check in.

DISPUTES, ACTIONS OR OTHER MATTERS ARISING

It is expressly agreed and declared that the proper law of this Agreement is the law of Thailand and that any disputes, actions or other matters arising hereunder shall be determined in a court of Thailand in accordance with the laws and procedures of Thailand and under any all circumstance.

In order to validate and activate this contract, please indicate your acceptance of the terms and conditions by signing and return a copy with authorized signatory of the Company. Reservations cannot be taken at this contracted rate until the Resort is in procession of this contract signed by the Company.

ROOM ALLOTMENT

- All reservations made within Allotment must be booked on a sell and report basis. The allotment will be filled first and only once complete are reservations on request, subject to availability. After the above cut-off days,
- The allotment agreement is provided separately with the main contract (special term provided) which will be sent to business partners in same time.
- All unsold space will automatically be released and any reservations received after that date will be subject to availability.
- This allotment is extended on the understanding of full utilization of rooms will be used. Allotment materialization is reviewed quarterly. The Hotel reserves the right to amend the Allotment should materialization fall below an average of 75%.
- Any unused allotment will be automatically released on the cut off date without notification.
- When the allotment has been filled, additional bookings will only be accepted on rates available at the time of booking.

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.

TERMINATION

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 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.

INTERNET KEYWORD MARKETING

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

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 Compass Hospitality sites, or any other sites that exclusively promote Compass Hospitality brands, for which Tour Operator has no contractual rights for the online promotion of any products or services other than Compass Hospitality hotels. 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.

CONFIDENTIALITY / LEGALITY

Aforementioned rates which contained in this agreement are strictly confidential and must not be disclosed to third parties. To protect this confidentiality, the Hotel will not disclose the rates to guests and will invoice the Tour Operator directly. Violation of said confidentiality, whereby FIT or GIT contract rates in this agreement are sold directly to and corporate/commercial company, which maintain contract with Hotel, will result in the avoidance of this contract.

Provided rates in this contract are for the sole purpose of sale by the Agency via traditional wholesale distribution system and **not through the Internet**. The attached rates must be distributed either as a 'Packaged Rate' or as '**Marked Up Rate**' i.e. wholesale agent will make the best efforts to ensure that all guest reservations with respect to Unpackaged Room (whether made by you or your Agents) are made at rates at least equal to our prevailing seasonal rates.

Tour Operator shall not advertise that it has '**the lowest price available**' for hotel. The rates provided in this contract must never be exposed to the consumer or general public nor disclosed on any **Internet sites**. Providing net or discounted room rates directly to a consumer constitutes a violation by the Agency of this F.I.T contract and shall be terminated immediately upon delivery of a written notice. The hotel will not be held liable against any losses incurred resulting from aforementioned terms and conditions.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.