



WHOLESALES CONTRACT 2018 -2019

**Party A: Convergent International Travel
Development Co.,Ltd**

Here in named as The Wholesaler

Address: Room 904, 638 Huangpuddao West,
Tianhe District, Guangzhou, Canton, China

Tel: (+84) 981 346 677

Fax:

Representative by: Chris Wang (Mr)

Position: Product & Contracting Director – Viet
Nam

Party B: Thien Truong An Limited Company

Here in named as Alana Nha Trang Beach (Hotel)

07 Tran Quang Khai Street, Nha Trang City, Viet Nam

Tel: +84 58 352 8686

Fax: +84 58 352 8688

Representative by: Dinh Thi Quynh Anh (Ms)

Position: Executive Assistant Manager

Validity : From 28th December, 2018 – 31st December, 2019

Black out dates : 04,05,06/02/2019

Dear valued partner,

We wish to express our sincere appreciation to your support to Alana Nha Trang Beach Hotel.

We are pleased to issue room rates contract hereby for your contracting. We would appreciate if you could read the contract carefully and return a duly signed copy by fax and by post within 15 working days upon receipt of this contract to activate rates in our reservation system.

Whatever luxury accommodation you are looking for, be it business or pleasure – We believe you will find excellent service, unique surroundings and warm hospitality with our 108 unique rooms and dedicated servicers.

We are looking forward to a continuous and more fruitful business partnership with you.

Thanks and Best regards,

Dinh Thi Quynh Anh (Ms.)

Room Description

Superior Double / Twin		Superior Triple
Standard Occupancy: 02 adults		Standard Occupancy: 03 adults
Room size: 27 m2		Room size: 35 m2
View: City view		View: City view
Bed types: 1 Double or 2 Single Bed		Bed types: 1 King Bed + 1 Single Bed
Extra bed set up (On request): 01 x Double Room only		Extra bed set up (On request): Not available
Bathroom: Standing shower or Bathtub		
Deluxe Double / Twin		Family Connecting Door
Standard Occupancy: 02 adults		Standard Occupancy: 04 adults
Room size: 28 m2		Room size: 61 m2
View: Partial Ocean View		View: City View
Bed types: 1 Double or 2 Single Bed		Bed types: 1 Double Bed and 2 Single Bed
Extra bed set up (On request): 01 x Double Room only		Extra bed set up (On request): 01 x Double Room only
Bathroom: Standing shower or Bathtub		Bathroom: Standing shower and Bathtub
Executive Suite		
Standard Occupancy: 02 adults		
Room size: 42 m2		
View: Ocean View		
Bed types: 1 King Bed		
Extra bed set up (On request): 01		
Bathroom: Bathtub		



1. Accommodation Offer:
1.1 Room Rate (NETT):

Superior	Deluxe	Superior Triple	FAM Connecting	Executive Suite	Currency
48	59	63	102	84	USD

1.2 Allotment:

Room Type	Daily Allotment
Superior Double	06
Superior Twin	03
Deluxe Double	03

1.3 Rates conditions:

- The above rates are per room per night, inclusive of 5% service charge and 10% government tax (VAT);
- Complimentary wireless internet access throughout hotel;
- Complimentary 02 breakfast (buffet) per night;
- Free access to Fitness Centre, Sauna, Swimming pool.

1.4 Cancellation Policy:

- Free of charge before 14 days to check in
- Full of charge within 14 days to check in

2. INCENTIVE PROGRAM:

- 2% from 4500 room nights achievement.

- Incentive program is proceeded after the contract's valid

3. SEASONALITY:

Surcharge: USD 20 NETT/R/N for Peak Season:

- 28th December, 2018 – 03rd January, 2019
- 01st February, 2019– 10th February, 2019
- 26th April, 2019 – 01st May, 2019
- 31th August, 2019 – 02nd September, 2019
- 31/12/2019

4. EXTRAS

Item	Rate USD NETT
Extra bed	USD 22 per unit/Night with breakfast
Pick up/ See off Van (4 or 7 seats)	USD 20 per way
Pick up/ See off 16 seats Van	USD 32 per way
Pick up/ See off Van (4 or 7 seats)	USD 38 per 2 way
Pick up/ See off 7 seats Van	USD 34 per 2 ways
Pick up/ See off 16 seats Van	USD 61 per 2 ways
Half Board	USD 16 per person/ usage
Full Board	USD 29 per person/ usage

5. EXTRAS PROMOTIONS:

- 15% discount of all F&B outlets which are Cinnamon Restaurant, @Alana Café & Infinity Bar;
- 15% discount of Spa & Massage Menu at Lavender Spa;
- 30% discount of Christmas, New Year Eve and Lunar New Year Public Menus.

Notice:



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- Cancellation of Extras has to be made 24h prior to order time, otherwise full charge will be applied
- A surcharge of USD 8/ way would be applied for Pick up / See off within 20:00 PM – 5:00 AM
- 6. **DEPOSIT FOR INCIDENTAL CHARGE**
 - An incidental deposit of USD 20 /Room/Night would be collected upon check in. The amount after deducted of in-house service usage will be returned to guests upon check out, or follow bank's timeline if guest chose to proceed by bank methods of payment.
- Guests' Passports can be presented as alternative options for above deposit.
- 7. **CHILD/ THIRD PERSON POLICY & SURCHARGE**
 - Meal for child less than 5.99 ages is complimentary;
 - Child from 6 – 11.99 ages will be charge USD 6 Net/ CHD/ R/ N including breakfast sharing the room with parents using existing bedding; Other extras count ½ of adult price.
 - Child from 12 ages: Full surcharge of Extra bed is required. Other extras count same price as adult.
- 8. **ARRIVAL AND DEPARTURE TIME**
 - Check-in time cannot be guaranteed prior to 14.00 hours. Immediate check-in prior to 14.00 requires full pre-registration, unless prior arrangements are made direct with the hotel;
 - Check-out time is 12.00 hours at all Hotels, unless prior arrangements are made direct with the hotel;

- Check in from 6:00 am until 14:00: Half charge;
- Check in before 6:00 am: Full charge;
- Check out time until 18:00: Half charge;
- Check out time after 18:00: Full charge.

9. **RESERVATIONS**

Reservations will not be considered as confirmed until the Tour Operator receives confirmation in writing from the Hotel. In case no prior reservations are made, regular published rates shall apply.

Telephone availability checks are not considered as a commitment for the reservation. Hotels are not required to provide verbal confirmation of availability.

10. **AMENDMENTS**

Amendments to this contract shall only be valid if made in writing and signed by the Hotel (and then only in relation to that Hotel) and / or Sales & Marketing Office in Ho Chi Minh City. Telephone changes are not accepted.

11. **WAIVE**

The waiver of any terms and conditions for one particular occasion shall not be deemed a waiver of such terms and conditions on any future occasions.

12. **DEPOSIT & PAYMENT**

Floating Deposit: 744 room nights

Payment: Hotel will send invoice is submitted every 1st and 15th of a month. The payment shall be paid on 30th of every month by bank transfer for this agreement is completed & within 05 working days upon notification from Hotel.

All payment shall be made directly to the Hotel bank account in US Dollar at the exchange rate prevailing at the date of payment, to be received in the form of Bank Draft or Telegraphic Transfer (with full details supplied) to the following:

Account USD

0581370752680

Account Name

Cong ty TNHH Thien Truong An

Name of bank

Join Stock Commercial Bank For Foreign Trade Of Viet Nam

Swift Code

BFTVVNVX

Bank address

21 Le Thanh Phuong Street, Van Thang Ward, Nha Trang City, Khanh Hoa



****The hotel will not bear the charges of any transfer of funds.**

13. CONFIDENTIALITY

The Tour Operator/ Wholesaler confirm and agrees that this Agreement is confidential between the Tour Operator / Wholesaler and the Hotel. The Tour Operator/Wholesaler shall not in any circumstance divulge or permit to be divulged the contents of this agreement;

Contracts may not be transferred from one company to another without specific authorization of Alana Nha Trang Beach Hotel.

14. FORCE MAJEURE:

Neither parties' failure to perform any term or condition of this Contract as a result of conditions which occurs in the countries where this Contract is to be applied or in the country where the guests come from and/or on the travel route of the guest beyond its control such as; a) Any extraordinary natural disasters, earthquake, flood. b) General epidemic illness and being under quarantine c) War risk or War breaks after the Contracts is signed, if partial or general war has been declared. d) Revolution, terrorist actions, declaration of martial law, closure of the borders, strike, lock-out d) Land, sea and air accidents arise that causes lack of transportation detention of travels officially, or declaration by the government to not traveling, commercial embargoes and sanctions. f) Devaluation of the any source market(s) local currency stated under Rate plans by 30% or more against United States Dollars (USD) and/or Vietnamese Currency (VND) at any time between the date of this Contract is signed by the last party and the end date of this Contact. g) Any other unforeseen and inevitable circumstances which disrupt the performance of this Contract by the parties shall not be deemed a breach of this Contract wherever the party has no power to abolish those Force Majeure events.

The party which alleges that it is not possible to fulfil its obligations under this Contract as a result of a force majeure event shall inform the counter party immediately with its reasoning and certify the case by official documents at the earliest time. Force majeure events do not terminate this Contract; they only suspend the rights and obligations of the parties. In case the force majeure event does not comes to an end in 1 month thus any of the parties may terminate this Contract and in case of termination, reconciliation of accounts shall be made, debts shall be paid and credits shall be collected accordingly.

15. APPLICABLE LAW:

This Contract and all matters arising there under shall be governed by the laws of the Viet Nam without giving effect to the rules respecting conflict of law.

16. SETTLEMENT OF DISPUTES:

Any disagreements that may arise between the parties will try to be solved in a friendly manner through negotiation and any disagreements which cannot be solved among the Vietnam International Arbitration Centre at the Vietnam Chamber of Commerce and Industry (VIAI) which has the address of 171 Vo Thi Sau Street, District 3, Ho Chi Minh City, Vietnam and executive offices are competent to settle any disputes arising out of or in connection with this Contract.

17. ENTIRE CONTRACT:

This Contract constitutes the entire Contract and understanding between the parties pertaining to the subject matter hereof, and supersedes any and all written or oral negotiations, representations, undertakings and any Contracts and/or its Appendixes existing between the parties with respect to such subject matter. This Contract becomes effective when the representatives of 2 parties have signed the Contract. Both parties hereby agree that a facsimile or scanned or emailed copy of this signed Contract will be deemed an original for all purposes. In case of any conflict between parties, always this contract and its integral parts shall be considered and taken as legally binding contract between parties regardless of any existing Contract and/or it Appendixes signed by Parties. This contract invalidates any other signed existing Contracts and/or its Appendixes for the partial and/or same term of this Contract, including



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articles that are mentioned at other existing contracts but not included in this Contract and its Appendices.
By signing this document, both parties take full responsibility to comply with all terms and conditions
stated in this Contract

SIGNATURES

DATES:

PARTNER

HOTEL

Chris Wang (Mr.)

Product & Contracting Director

Dated: 03 December, 2018



Dinh Thi Quynh Anh (Ms.)

Executive Assistant Manager



Nguyen Trung Duong (Mr)

Deputy Director