

30 October 2019

via email

Mr Steven Si
Overseas Hotels Contracting Manager
CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT COMPANY LIMITED
Room 909, No.638
Huangpu Dadao West,
Tianhe District,
Guangzhou, China

Telephone: +86-18924235003
Email : steven.si@huizhi-intl.com

CONTRACT FOR PRE-BUY
TRAVELLING DATE: 01 December 2019 – 30 November 2020

Dear Mr. Si,

Thank you for choosing Cassia Bintan as your official resort for your event.

We are delighted that you have decided to hold your event in our resort. Please review the attached contract that reflects the event details according to our discussion.

Reservation has been made according to the details of this contract until **15 November 2019**. Should we not have received the signed contract by this date, all facilities held will be automatically released. All pages of the contract need to be initialed, with your signature on the final page.

We look forward to welcoming your guests to our resort and we are committed to ensuring the success of this event.

Should you need additional information, I can be reached at **+65 6849 5869**. Alternatively you can reach me via facsimile at (+65) 6462 3800 or email at Niramol.gachwiler@banyantree.com



Sincerely yours,

Niramol Gachwiler
Sales Manager

ACCOMMODATION

Dates	Room Type	Room Nights Commitment	Room Rate
01 December 2019 - 30 November 2020	One Bedroom Apartment	600	SGD 105.00 nett

Rates quoted are inclusive of:

- Daily breakfast for up to 2 persons for One-Bedroom Apartment.
- Complimentary WIFI access
- Complimentary return land transfer by coach (ferry terminal – resort – ferry terminal)

EXTRA PERSON SURCHARGE/EXTRA BED CHARGES

Extra person surcharge is priced at S\$60nett (adult) and S\$15nett (4 – 12 years old child) with breakfast for one person. The rate is per night inclusive of 10% service charge and prevailing government tax at 11%. No Cots are available.

For purposes of determining occupancy allowance and extra person surcharge, any child above the age of twelve (12) years shall be considered an adult and the above surcharges apply.

PEAK PERIOD SURCHARGE

Surcharge Rate (per room per night)	Surcharge Period
SGD 50.00 Nett	<ul style="list-style-type: none">• 24 - 25 December 2019• 30 - 31 December 2019• 01 - 05 January 2020• 09 - 11 April 2020• 29 April - 02 May 2020• 22 - 25 May 2020• 30 July - 02 August 2020• 07 - 11 August 2020

TERMS & CONDITIONS:

- The negotiated room rates and allotment is only applicable once the first payment is received.
- The negotiated room rates applicable for **China and Indonesia FIT booking only** based on the minimum commitment of **600 rooms nights** between 01 December 2019 – 30 November 2020 and not applicable for any Meeting, Incentive, and Convention and Exhibition group.
- The negotiated room rates is **not applicable** during **Chinese New Year period 22 Jan – 01 Feb 2020**
- Rates are inclusive of Service charge & Government taxes
- Rates are quoted in SGD based per room per night, net and are non-commissionable
- Payment for committed room nights received will be non-refundable
- Convergent International Travel Development Co Ltd will provide payment one month in advance for every booking and settle outstanding balance after deduct the prepayment (if any) within 3 working days invoice is issued.
- Payment for Committed Room revenue received will be forfeited for unutilized and non-fulfillment of materialization of room nights within the same month, non-refundable & non-transferable
- During the contracting period, hotel guaranteed that the negotiated room rate is **lower than OTA by 10%**. In the event of disparity issue, the hotel will work out a better solution for Convergent International Travel Development Co Ltd.
- Amendments and changes shall be updated on regular basis as room availability changes.
- Room allotments are subject to **STOP SELL**

Hotel's Initial: Uthi Gud

Business Partner's Initial: Steven.si

ROOM ALLOTMENT

Room Type	No. of Rooms	Cut-off	Cut-off (peak period / surcharge)
One Bedroom Apartment	10	Normal Dates: 7 days	Surcharge Dates: 21 days

- The room allotment detailed above is supplied to facilitate immediate room confirmation to retail agents. The Resort and Business Partner will remain in communication throughout the period of this agreement so additional space may be provided to you for sale if required and when available.
- To help the Resort to effectively manage inventory please assist the Resort by reporting bookings/rooming list immediately upon receiving them. This service and co-operation is greatly appreciated.
- All the cancellation/reduction/amendment (if any) is subject to full charges.
- Additional guestrooms are on request and confirmation by the resort is subject to availability.

ESTIMATED COST BREAK-DOWN

Room Type	Room Rate	Total Room Nights	Total
One Bedroom Apartment	SGD 105.00 Nett	600	SGD 63,000 Nett

NON REFUNDABLE DEPOSITS AND ADVANCE PAYMENT (ONE MONTH)

Terms of Payment	Room Rate
1 st payment : by 01 November 2019	SGD 5,727.27 Nett
2 nd payment : by 01 December 2019	SGD 5,727.27 Nett
3 rd payment : by 01 January 2020	SGD 5,727.27 Nett
4 th Payment : by 01 February 2020	SGD 5,727.27 Nett
5 th Payment : by 01 March 2020	SGD 5,727.27 Nett
6 th Payment : by 01 April 2020	SGD 5,727.27 Nett
7 th Payment : by 01 May 2020	SGD 5,727.27 Nett
8 th Payment : by 01 June 2020	SGD 5,727.27 Nett
9 th Payment : by 01 July 2020	SGD 5,727.27 Nett
10 th Payment: by 01 August 2020	SGD 5,727.27 Nett
11 th Payment: by 01 September 2020	SGD 5,727.27 Nett

CHECK IN / CHECK OUT

- Check-in: Check-in is after 1500 hours. Rooms required before 1500 hours on the day of arrival on confirmed basis must be pre-blocked and at an additional one (1) night room charge.
- Checkout: Check-out is before 1200 hours. Use of room from 1200 hours to 1800 hours on the day of departure may be arranged at fifty percent (50%) off the negotiated rates, subject to availability. Use of rooms after 1800 hours will be charged at a full night room rate, subject to availability.

NO-SHOW AND SHORTENED STAYS

In the event a confirmed booking is absent on day of check-in without notice or shortened of the period of stay, advance payments will be forfeited. In the absence of advance payments, the full length of stay and/or expected meetings and events revenues will be charged as no-show fees to **CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT COMPANY LIMITED**.

BILLING INSTRUCTIONS FOR MASTER ACCOUNT

A Master Account will be established for **CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT**

Hotel's Initial: WJG

Business Partner's Initial: Stevens

COMPANY LIMITED. The guest room charges, event arrangement and all other charges relating to the event, food and beverages during the event and any other subsequent miscellaneous items shall be billed to the Master Account. All payment and any other additional charges incurred during the event to be settled in full upon departure.

BILLING INSTRUCTIONS FOR INDIVIDUAL ACCOUNT

All incidental charges incurred, not authorized to be billed to the Master Account, shall be settled by each individual guest upon departure from the hotel.

For room charges, a method of guarantee will be requested upon check-in.

AUTHORIZED SIGNATORY

Mr Steven Si, Overseas Hotel Contracting Manager of **CONVERGENT INTERNATIONAL DEVELOPMENT CO. LTD** is the authorized signatory for all bills to the Master Account.

NON-COMPLIANCE OF DEPOSITS AND ADVANCE PAYMENT

If the required deposit/s or advance payment/s is/are not received by the date indicated, the Resort reserves the right of refusal of service and charge for cancellations where applicable herein. Reinstatement of the reservation can only be made upon receipt of payment by the Resort and to the extent that rooms are then available.

MODE OF PAYMENT

1st Option: Payment by Cheque

Please write a cheque payable to **'PT Cassia Resorts Investments'** and mail it to Banyan Tree Hotels and Resorts Pte Ltd, 211 Upper Bukit Timah Road, Singapore 588182 and attention to **Niranol Gaehwiler**

2nd Option: Payment by Credit Card

Alternatively, you may make payment by credit card. The credit card authorization form is available upon request. In accordance with the banking regulations of the Republic of Indonesia, payment by credit card shall be denominated in Rupiah. The conversion to Rupiah shall be made at the time of payment at the selling rate as advised by Bank Indonesia. Please note that the amount charge on the credit card is as per the exchange rate on that day. If there is a discrepancy in SGD between the invoices with your bank statement, it is because of the fluctuation on the exchange rate which is beyond our control. The amount in your bank statement could be higher or lower than the invoice. It is depending on the rate difference.

3rd Option: Payment by Telegraphic Transfers

Bank: HSBC Singapore
Address: 21 Collyer Quay, HSBC Building #01-01, Singapore 049320
Account Name: PT Cassia Resorts Investments
Account No.: 052-199304-001 (SGD ACC.)
Swift Code: HSBCSGSG
Bank Code: 7232

CANCELLATION IN ITS ENTIRETY

The following charges are applicable for cancellations or postponement of the event in its entirety for reasons whatsoever unless by way of events listed in Force Majeure. Cancellations stating its reasons must be received in writing. Advance payments made are not refundable. However, as a gesture of goodwill, the Resort will hold all advance payments as credit for future bookings for a period of three (3) months. Unused monies after this period of grace shall be forfeited and used by the Resort as cancellation fees.

Cancellation	Cancellation Charges
Upon signing of contract on 15 November 2019	100% of total estimated rooms and/or event charges

Hotel's Initial:  11/11/19

Business Partner's Initial: Steven Si

Signed for and on behalf of:
PT CASSIA RESORTS INVESTMENTS
211 Upper Bukit Timah Road
Singapore 588182




Name : Niramol Gaehwiler
Designation : Sales Manager
Date : 30 October 2019



Name : Victor Madhavan
Designation : Sales & Marketing, Director
Date : 30 October 2019

Signed for and on behalf of:
Convergent International Travel Development Co., Ltd.
Room 909, No.638
Huangpu Dadao West,
Tianhe District,
Guangzhou, China

Signature :

Steven.si



Name : Steven. si
Designation : Oversea Contracting Manager
Date : 2019/10/31
Company Stamp :

GENERAL TERMS & CONDITIONS

DIRECT BOOKINGS

The negotiated rates are applicable only for reservations made by the Business Partner.

ONLINE/INTERNET SALES

Negotiated rates are not for sale via online channels across the worldwide web, unless they are parity to the Resort's "Best Available Rates" program. In addition, negotiated rates that are packaged with air content and other sightseeing arrangements must be sold higher than the Resort's "Best Available Rates" program. For more information, please visit www.cassia.com.

The Business Partner may not sell or resell these rates to a third party who uses the internet as a medium of advertising/distribution without the expressed prior written consent of the Resort.

If the Business Partner breaches the obligations above, the Resort reserves the right at its option to either withdraw the rates or terminate this contract immediately and in writing.

BUSINESS PARTNER'S OBLIGATIONS

During the term of this agreement, the Business Partner undertakes and agrees to the following:

- The rates under this agreement are strictly confidential and shall not be disclosed to any third party including without limitation publication in tariff listings or to source market operators without the express written consent of the Resort.

Hotel's Initial: 

Business Partner's Initial: *Steven.si*

- The Resort shall be entitled to take such action and apply for such interim relief or interlocutory injunction as it deems fit to prevent the disclosure or publication of the rates in breach of this agreement or to preserve its confidentiality.
- In the event the Business Partner resells consigns or otherwise transacts with any other third party travel agents for the negotiated rates (to be marked-up accordingly) with the prior written consent of the Resort, the Business Partner remains at all times directly and primarily responsible for (a) such reservations and confirmation of the same (b) all acts and omissions of such third party travel agents and (c) ensuring that any and all third party travel agents to fully comply with the terms and conditions of this agreement.

INDEMNITY

During the term of this agreement, the Business Partner agrees to indemnify and keep indemnified and to hold harmless the Resort from and against any and all loss, damage, expenses, claims or liability (whether criminal or civil) suffered (and including, without limitation, legal fees and costs incurred) by the Resort resulting from a breach of this agreement by the Business Partner including (a) any act, neglect or default of the Business Partner and its employees, representatives, and agents and/or (b) any breach in respect of any matter arising out of this agreement resulting in the successful claim by any third party.

EXCLUSION OF LIABILITY

The Resort assumes no liability to the Business Partner or its clients arising out of or in connection with any agreement, reservations, bookings, arrangements, representations or communications between the Business Partner and its clients. Nothing herein shall be deemed to create a contract between the Resort and the Business Partner's clients or their client's guests or occupants.

FORCE MAJEURE

If, for any reason beyond the control of the Resort, including without limitation the generality of the following: any act of God, fire, floods, landslides, explosions, war, rebellion, riots, civil commotions, strikes or labour stoppages, act of public enemies, embargoes, epidemics, accidents or mechanical failures, refusal, act of government including suspension or cancellation by any government authority of any licenses, permits or authorization which the Resort has need of to operate or any other event beyond the reasonable control of the Resort, the Resort shall not have any liability to the Business Partner or its guest(s) for any failure, default or delay in the performance of this agreement.

INTELLECTUAL PROPERTY RIGHTS

The Business Partner acknowledges that the trademark, trade name, service mark or copyrights associated with the **Cassia** logo, together with all rights in any and all slogans, derivations, trade secrets, know-how and all other proprietary rights associated with the logo (collectively referred to as the "Trademarks") are the exclusive property of the Resort and its licensors and undertakes:

- That nothing in this agreement gives the Business Partner any claim to or rights in respect of the Trademarks.
- Not to use the Trademarks as all or part of its legal name or any trade or assumed name under which the Business Partner does business
- To obtain the Resort's consent before publishing any advertising materials or implementing any advertising programs of its own which may mention the Banyan Tree name or include the use of the Trademarks.
- To procure that none of its employees or agents including third party travel agents infringes on the Trademarks or uses the Trademarks without the prior written approval of the Resort.
- To immediately inform the Resort if the Business Partner has notice of any potential trademark infringement by any of its employees or agents including third party travel agent.
- To assist the Resort and/or its licensors in the enforcement of its rights against any Trademark infringers.

EXCLUSION OF THIRD PARTY RIGHTS

Hotel's Initial: Hotel Cassia

Business Partner's Initial: Steven Si

This agreement does not confer any rights on any clients, guests or occupants who make their bookings and sales with the Business Partner and the provisions of any applicable law which confer any benefits on such third parties insofar as permissible under applicable law, is expressly excluded and shall not be applicable.

NO AGENCY/PARTNERSHIP

This agreement shall not constitute or be construed as creating or implying any partnership, joint venture, agency or fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this agreement.

TERMINATION OF CONTRACT

Either party may terminate this agreement in writing and without forfeiture in any form by giving a thirty-day (30) notice in the event of the following:

- If the Business Partner enters into bankruptcy or liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction) or compounds with notice of or relating to bankruptcy or liquidation proceedings or if execution is levied against any of the assets of the Business Partner
- If the Resort cannot operate properly or at all due to fire, storm, typhoon, earthquake or war, explosion, bombing, civil commotion, riot, disturbance or political unrest or any other circumstances(s) events(s) or other force, condition(s) beyond its control or its license to operate as a hotel is revoked, cancelled or suspended in any way.
- Upon any change in the composition or ownership of the Business Partner;
- Upon the Business Partner misusing any of the information on guests of the Resort to compile mailing or other lists or to charge corporate travelers as any other category under Clause above.

VARIATION & AMENDMENTS

Except where expressly provided for in this agreement, no modification, amendment or variation of this agreement shall be effective or binding unless agreed by the parties mutually in writing. Any such written modification, amendment or variation shall be deemed to be a part of the agreement.

CONFIDENTIALITY

The Business Partner shall ensure that the terms and conditions of this agreement including the rates herein are kept strictly confidential and will not disclose the same to any third party without the prior written consent of the Resort. This term shall survive the termination of this agreement.

SEVERABILITY

If any one or more of the terms and conditions contained herein shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law, it is severed for that jurisdiction. The validity, legality and enforceability of the remaining provisions of the same shall not in any way be affected or impaired.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement (including any written amendments and variations issued by the Resort from time to time) between the parties and supersedes all previous communications, understandings, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this agreement. There are no collateral agreements or precedent representations, agreements warranties or conditions except as specifically set forth herein.

DISPUTE RESOLUTION

Any dispute arising between the parties shall, in the first instance, be subject to mediation between the parties with a view towards an amicable settlement between them. Only in the event where any of the parties decide that such mediation is unsuccessful in reaching a settlement, the parties may refer the matter to the courts.

GOVERNING LAW & JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of the Republic of Indonesia. You hereby submit irrevocably to the non-exclusive jurisdiction of the Courts of Indonesia. Nothing in this clause shall limit our right to bring or commence proceedings against you in any other court of competent jurisdiction.

Hotel's Initial: Hotel Gudi

Business Partner's Initial: Steven.si