



AN IHG® HOTEL

PENANG

Wholly owned by Asia Garden Sdn Bhd
Company No. 14239-T

REVISED

24 December 2019

Ms Sara Sun
Product Manager
CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT CO. LTD
Flat/RM320, Block B 3/F
Cambridge Plaza
188 San Wan Road
Sheung Shui

Tel : +6017 668 9061
Fax : -
Email : sara.sun@huizhi-intl.com

Dear Ms Sara,

ADVANCE BULK PURCHASE AGREEMENT

We, **Holiday Inn Resort Penang** (hereinafter called "Resort") are pleased to enter into an ADVANCE BULK PURCHASE AGREEMENT with your esteemed organization, **CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT CO. LTD** (hereinafter called "Agent").

Validity period: **29 December 2019 – 15 April 2020**

- Rates are quoted in **MYR** and **NETT** (inclusive of tax and service charge), per room per night, and are applicable for **China Market** with all bookings arriving on **29th December 2019** and last departure date on **15th April 2020** only.
- Agreement is based on the principle of an advance Bulk Purchase by the Agent, at special room rates extended by the Resort.
- Breakfast included for two adults and two children (see Terms and Conditions).
- Payment of the advance Bulk Purchase is calculated based on the purchase of **150 room nights** at the rate of the – Ferringhi Tower Seaview, which is **MYR 270.00nett** | Ferringhi Tower Hillview, which is **RM 190.00 nett** | Ferringhi Tower Seaview (**Room only**), which is **MYR 250.00nett** | Ferringhi Tower Hillview (**Room only**), which is **RM 180.00 nett**
- Room rates quoted exclusive RM3 Local Government Fees and RM 10 Tourism Tax
- Best rate guarantee hotel shall ensure the contract rate to agent is the best rate. Agent has the right to request hotel to adjust the rate with reasonable data. Hotel shall tackle with disadvantaged rate and solve the situation within 5 working days. Otherwise, agent has the right to get
 - i) reasonable contract rate
 - ii) extend contract expiration date
 - iii) terminate the contract without compensation
- The amount of **MYR 28,500.00** (150 room nights x MYR 190.00) is to be paid by bank transfer to the Resort and this agreement has to be signed by both parties. For bank details, please refer to the below:



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Bank Details:

Beneficiary Name	: Asia Garden Sdn Bhd
Bank Name	: HSBC Malaysia Berhad
Bank Address	: No 1 Downing Street, 10300 Penang
Bank Account	: 372 – 047811 – 001
Swift Code	: HBMBMYKL

- 1st payment of **MYR 14,250.00**, which is the 50% of MYR 28,500.00, is to be paid by **Thursday, 27th December 2019**. In the event that the said amount is not received before the start of the validity period, the contract is considered null and void.
- 2nd payment of **MYR 14,250.00**, which is the remaining balance of MYR 28,500.00, is to be paid by **Monday, 10th February 2020**. Should the room night production utilize all of the original payment. 2nd payment will be required prior to the balance being exhausted.
- In the event of advance purchase amount or room nights, whichever achieve first, Agents require to top up purchase amount or room nights.
- Once payment(s) is received by the Resort, no refund will be paid back to the Agent, not even if the volume of 150 room nights is not achieved. In the event of any incident happen, it still leaves rooms for negotiation.
- In the event that volume of 150 room nights is exceeded within the validity period, a review will be done by both parties, i.e. the Agent and the Resort to discuss further on the 2nd purchase. Otherwise, the Resort reserves the right to charge at the contracted rate after the completion of 150 room nights.
 - Daily committed allotment during 24 – 26 January 2020 is 05 rooms. Additional rooms requested are subject to availability.
 - Daily allotment 01 x Ferringhi Tower Hillview and 01 x Ferringhi Tower Seaview
- Blackout date: Advance notice of 14 days or more given from the Resort, if any blackout dates occur.
- Bulk Purchase offer is strictly Private and Confidential. The Resort reserves the right to withdraw the offer should this clause be breached.
- Applicable for new booking/s only
- Room rates quoted are inclusive of 10% Service Charge (GST taxable), 6% GST & RM 3 Local Government Fee and are non- commissionable.
- Not to be sold or featured on "Room Only" basis, but only bundled with other package components such as airfares, transportation, meals among others.
- For exclusive use based on the B2B principle. Cannot be published on the internet without prior written approval given by the Resort, which reserves the right to otherwise terminated this agreement without notice
- Rates applicable upon signing acceptance copy.
- Terms and Conditions 2019/2020 apply. Please refer to the attached two pages of Terms and Conditions.



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We kindly request that you sign below and the attached Terms and Conditions, and either fax or email a copy to fax +604 881 1389 or email ruhi.teo@ihg.com

This agreement only becomes valid with **signed acceptance** by both parties, and the received **full payment in full** as stipulates above.

We look forward to welcoming you and your guests to Holiday Inn Resort Penang.

Yours sincerely
HOLIDAY INN RESORT PENANG

.....
Ruhi Teo
Senior Business Development Manager
Date: 24 December 2019

ACCEPTED AND CONFIRMED:
**CONVERGENT INTERNATIONAL TRAVEL DEV
CO.LTD**

.....
Name: Sara Sun
Date: 24th Dec 2019
Company Stamps: 
.....

Yours sincerely
HOLIDAY INN RESORT PENANG

.....
Seema Goundar
Director of Sales and Marketing
Date: 24 December 2019



AN IHG® HOTEL
PENANG
Wholly owned by Asia Garden Sdn Bhd
73, Batu Ferringhi,
11100 Penang, Malaysia.
Tel: 604-888 6553 Fax: 604-881 1568



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TERMS AND CONDITIONS

RATES

- Wholesale Rates are nett, non-commissionable and quoted in Ringgit Malaysia (MYR). Payments are to be made in Ringgit Malaysia (MYR) only.
- Room rates are subject to an additional Local Government Fee of MYR 3 per room per night and Tourism Tax (for non-Malaysian guests) of MYR 10 per room per night will be charged upon check-in.
- Resort reserves the right to adjust contract rates without prior notice in the event of unforeseen circumstances or tax alteration by the government, and service charge amendments.
- The above rates are not applicable for Group bookings above 10 rooms per reservation.
- The above rates are exclusive use based on the B2B principle and must be bundled as a "Packaged Rate" with other package components such as airfares, transportation or meals among others.
- Usage and onward distribution of these rates without a signed contract in place will be fully bound by the terms and conditions of this agreement.

BEST PRICE GUARANTEE

Distributor acknowledges that IHG operates a Best Price Guarantee in relation to the sale of the hotel inventory ("BPG"). In respect of any breach by Distributor or any Third Party of the Onward Distribution Principles (which may or may not result in a Verified BPG claim). Distributor shall be liable by way of liquidated damages within 30 days of receipt of a demand for payment for:

- (i) A fixed administration cost at the prevailing rate, as notified to Distributor from time to time, in respect of administration costs incurred in performing the verification/investigation process and identifying the source of breach of the Onward Distribution Principles.
- (ii) The cost of any non-cancellable test booking made in performing the verification/investigation process and identifying the source of the breach of the Onward Distribution Principles; and
- (iii) in the case of a verified BPG claim, an amount equal to the costs paid to the customer making the claim.

IHG REWARDS CLUB POINTS

- The Wholesaler/Tour Operator/Travel Agent and/or its customer will not be eligible for IHG Rewards Club points based upon any confirmed reservation based upon this agreement. It will be the Wholesaler/Tour Operator/Travel Agent's responsibility to make this known to all booking parties.

OVERLAPPING CONTRACTS/SEASONS

Overlapping Contracts

- Should the stay of any guest of the Operator overlap between an existing contract and a new contract, the rates that apply will be according to the dates of stay. As an illustration, if 03 nights of the stay fall under the old contract rates and 02 nights fall under the new contract rates, the Resort will invoice the Operator 03 nights at the old rate and 02 nights at the new rates

Overlapping Seasons

- All bookings staying through the various seasons will be subject to the relevant rates of the seasons, regardless of the check-in and check-out dates. As an illustration, if 03 nights of the stay fall under the low season and 02 nights fall under the shoulder season, the Resort will invoice the Operator 03 nights at the low season rate and 02 nights at the shoulder rate.



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RESERVATION

- An official written Reservation Order ("RO") must be sent to the Resort, once a verbal confirmation is made. This "RO" can be made by a valid hotel voucher, a reservation order, an e-mail and a fax.
- The "RO" must clearly indicate the mode of payment, include all details of the reservation (guest names, number of rooms booked, type of rooms required, any special requirements, etc) and must be delivered to the Resort upon or before guests' arrival. Should there be any failure of the above the Resort's published rates would then be charged to guest directly.
- All room reservations are subject to availability and confirmation by the Resort.

VOUCHER

- Each booking made at the Resort must be validated by presentation to the Resort of a voucher specifying the details in the "RO". Failure to present a valid voucher prior to or upon guest's arrival, might result in applying the published rates to guest's account to be settled upon departure by the guest.

RESERVATION GUARANTEE / PAYMENT

- If there is no existing credit facility with the Resort, the Operator is required to make full pre-payment seven (7) days prior to guest's arrival. If pre-payment is not received by 6pm three (3) days prior to arrival, Resort will release the reservation without notice by 6pm three (3) days prior to arrival. Thereafter, guestrooms are subject to availability.
- If there is existing credit facility, the Resort requires full payment within 30 days of guest check out. - Notwithstanding any currency exchange fluctuations, the Operator must ensure the Resort receives full payment invoiced in Ringgit Malaysia and the Resort will not entertain any lesser amounts received due to foreign exchange differences.

CANCELLATION, NO SHOW, EARLY DEPARTURE

- Cancellation: Bookings cancelled after 6pm three (3) days prior to arrival are subject to a late cancellation charge equivalent to one (1) night room rate.
- No Show: One (1) night room rate charge applies in the event that guest with an existing reservation does not arrive at the resort.
- Early Departure: In the event that guest leaves prior to scheduled departure date, a one (1) night early departure charge equivalent to one (1) night room rate applies.

CHECK IN / CHECK OUT

- The official check-in time is 1400 hours and check-out time is 1200 noon on the day of departure.
- In the event of any request of guaranteed early check-in before 1400 hours, a full day surcharge is applicable
- Late check-out is on-request basis and subject to availability. A half day charge is applicable for late check-out until 1800 hours. Room occupied beyond 1800 hours are charged at full day rates.
- To guarantee/confirm early check-in before 2pm, rooms must be pre-booked the night before, in which case an additional one (1) night room charge will be levied.

CONTACT / DETAILS

RESERVATION COMTACT DETAILS

Tel : + 604 886 6666
Fax : + 604 881 1568
Email : reservation.hipenang@ihg.com

*All group enquiries are to be requested through the Sales Department.



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BANK DETAILS

Kindly forward us a copy of the Telegraphic Transfer/Bank Deposit Slip for our accounting reference. The bank account details are as follow:

Beneficiary : ASIA GARDEN SDN BHD
Address : No.1 Downing Street, 10300 Penang, Malaysia
Account No : 372-047811-001
Bank Swift Code : HBMBMYKL

CLOSE OUT RATES

- Resort reserves the right to close out rates at any given time with a written notice via email. If there's any request within or after the closeout email being sent, please contact resort directly for further assistance.
- In the event of contracted rates close outs, we protect 10% commission to the Operator based on the Best Available Rates (BAR).

CONTRACT VALIDITY / CONFIDENTIALITY

- All information contained in this agreement is private and confidential and may not be disclosed to third parties for whatever reason or purpose.
- The resort reserves the right to terminate this agreement should there be non-materialization of business within three (3) months from commencement of contract date.
- Should the rates within this agreement be sold direct to the public and not through package programs or authorized travel companies, the contract herein will be considered null and void.

CHANGE OF OWNERSHIP OR MANAGEMENT

- The Resort must be informed PRIOR to change of Ownership/Management, in writing, no less than 30 days prior to the effective date.

MARKETING MATERIALS

- The Operator shall submit to the Resort all copies, text designs, graphics, artwork, films, photos, scripts, layout, music, printed materials, activities and ideas of any nature whatsoever prepared or developed for the purpose of selling the Hotel accommodation pursuant to this agreement for prior approval by Resort before any submission, placement or dissemination to the public or any third parties. The Operator shall not publish or disseminate any material or information of any kind related to this Agreement without first having obtained Resort's prior approval.

RENOVATION

- Resort reserves the right, upon giving reasonable notice to you, to close any part of its facilities and carry out repairs, renovations, and upgrades in all areas from time to time, and at any time as it deems fit in its absolute discretions.

RECITALS

- The Operator has expertise in selling accommodation as packaged programs through travel companies in the business origin/market source of ("Market Source").
- Asia Garden Sdn Bhd owns the resort currently operating as the Holiday Inn Resort Penang, which has hotel accommodation and related hotel services available for sale to the public.
- Resort wishes to avail itself on a non-exclusive basis of the Operator's expertise to Resort to enable Resort to sell its accommodation as packaged programs through travel companies by Resort in the Market Source.



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TERMINATION

- Resort shall have the absolute right at any time by giving notice in writing to the Operator to cancel this agreement forthwith on the happening of any of the following events:

- Operator commits a breach of any of the terms or conditions of his agreement.
- Changes in the composition or ownership of the Operator.
- Operator sub-sells pre-booked rooms to any third party other than a bona-fide guest.
- Operator enters into bankruptcy or liquidation whether compulsory or voluntary (otherwise than for the purpose 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 execution is levied against any of the assets of the Operator.
- 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 circumstance(s), event(s) or any other force major condition(s) beyond its control or its control or its license to operate as a Resort is revoked, cancelled or suspended in any way.
- Operator misuses any of the information on guests of the Resort to compile mailing or other lists, or to charge corporate travellers as any other category.
- Operator must not disclose the contracted price to the third party or direct clients, including selling to direct clients at the contracted price. Otherwise, The Resort reserve the rights to require Operator to compensate for the losses which are produced.
- Non-observance by the Operator of the condition as applied to the rates.

FORCE MAJEURE AND INABILITY TO PERFORM

- The Resort will not be held liable for any failure or delay in complying with any obligation imposed on the Resort under this agreement to the extent such failure or delay arises directly or indirectly from a Force Majeure Event (including, without limitation, an act of war, terrorist attack, threat of terrorist attack or health epidemic declared by the World Health Organisation, strike, lockout, breakdown accident, order or regulation of or by action of any governmental authority, natural catastrophes, civil disturbance, emergency or other events beyond the control of the Resort).

- Further in the event the Resort is not in the position to perform its obligations under this agreement for any reason other than a Force Majeure Event, the Resort will give the Operator no less than three (3) months written notice, together with a refund of any deposit paid by the Operator to the Resort. This agreement will terminate immediately upon service of such written notice



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GOVERNING LAW AND JURISDICTION

- This Agreement is subject to the laws of Malaysia and the parties hereto agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia.

Should you require any further clarification or assistance, please feel free to contact us anytime.

In order to validate this agreement, please sign, stamp and return a copy within seven (7) days from the date of issuance. Kindly note that rates within this agreement cannot be honoured without your prior acceptance.

Yours sincerely,

ACCEPTED AND CONFIRMED



Holiday Inn Resort Penang

Ruhi Teo

Senior Sales Manager

CONVERGENT INTERNATIONAL TRAVEL DEV CO.LTD

Name: Sara Sun

Title: Product Manager



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72, Jalan Perlinghi,

11100 Penang, Malaysia

Tel: 604-885 0568 Fax: 604-881 1111

Holiday Inn Resort Penang

Seema Goundar

Director of Sales & Marketing