

### RATE AGREEMENT

The following rate agreement is entered with Samui Laem Samrong Co. Ltd. (the owner) operating under the name of "Six Senses Samui" (referred to herein as the resort)

**Issued:** 27 April 2023

**Validity:** 23 December 2023 to 20 December 2024

#### 1. FIT Room Rates: Valid for Worldwide Market

Currency: Thai Baht

Villa Category (villa count)	Rate is based on (people)	Maximum Occupancy	Peak Season 23 Dec 2023 - 5 Jan 2024	High Season 1 6 Jan - 16 Apr 2024	Shoulder Season 1 17 Apr - 12 Jul 2024
Hideaway Villa (3)	2	2A+1C	27,000	16,150	14,200
Ocean Villa (4)	2	2A+1C	30,600	20,000	18,000
Hideaway Pool Villa (17)	2	2A+1C or 3A	36,600	24,900	21,800
Ocean View Pool Villa (24)	2	2A+1C or 3A	39,500	27,500	25,000
Ocean Front Pool Villa (7)	2	2A+1C or 3A	46,400	33,500	29,400
Ocean Front Pool Villa Suite (10)	2	2A+2C or 3A	57,000	40,300	35,000
The Ocean Retreat (1)	4	4A+2C or 6A	127,500	95,800	82,500
The Beach Reserve (1)	4	4A+2C or 6A	127,500	95,800	82,500
The Beach Reserve Three Bedroom* (1)	6	6A+3C or 9A	164,100	120,700	104,300
<b>Extra Person</b>			4,500	4,500	4,500

Villa Category (villa count)	Rate is based on (people)	Maximum Occupancy	High Season 2 13 Jul - 31 Aug 2024	Shoulder Season 2 1 Sep - 31 Oct 2024	Low Season 1 Nov - 20 Dec 2024
Hideaway Villa (3)	2	2A+1C	17,700	14,200	13,200
Ocean Villa (4)	2	2A+1C	21,000	18,000	16,000
Hideaway Pool Villa (17)	2	2A+1C or 3A	27,300	21,800	20,400
Ocean View Pool Villa (24)	2	2A+1C or 3A	29,800	25,000	22,900
Ocean Front Pool Villa (7)	2	2A+1C or 3A	35,000	29,400	27,200
Ocean Front Pool Villa Suite (10)	2	2A+2C or 3A	42,700	35,000	31,700
The Ocean Retreat (1)	4	4A+2C or 6A	96,000	82,500	77,200
The Beach Reserve (1)	4	4A+2C or 6A	96,000	82,500	77,200
The Beach Reserve Three Bedroom* (1)	6	6A+3C or 9A	123,300	104,300	97,600
<b>Extra Person</b>			4,500	4,500	4,500

#### Notes

- All rates are quoted in Thai Baht, per villa, per night.
- The rates are net, **non-commissionable** and inclusive of service charge, provincial and government taxes totaling 18.7%. In the event provincial or government taxes increase or decrease within this contract period, the resort reserves the right to adjust the contract rates accordingly to reflect the change.
- All rates are required to be marked by 25%, or in line with our Best Available Rate on SixSenses.com when onselling to the public. Rate disparity may result in immediate contract termination.**
- The rates are not applicable for groups, meetings, incentives which are defined at 6 villas or more.
- Arrival registration must be completed by a guest aged 18 years and above per villa. Minors under 18 years old must be accompanied by parent or guardian and will not be allowed to check in independently.
- \*The Beach Reserve Three Bedroom is an extension of The Beach Reserve adjoining to an Hideaway Pool Villa, forming a three-bedroom unit.

## 2. Extra Person Charges

12 years and above THB 4,500 net per person per night.  
Rate is inclusive of buffet breakfast, service charge & applicable taxes.

0 -11 years May share the villa utilizing existing bedding with daybed sofa, bed and breakfast.  
will be on complimentary basis according to maximum villa occupancy.

## 3. Guest Benefits

- Accommodation with daily buffet breakfast for 2 people in one-bedroom villas, 4 people in two-bedroom villas, and 6 people in three-bedroom villa.
- Tropical fruits on arrival, with complimentary tea and coffee facilities.
- Access to library and unlimited wireless internet.
- Access to spa with use of steam, sauna, and fitness center.
- Use of bicycle and non-motorized water sport equipment.
- Daily morning wellness activity, and a range of complimentary activities as per resort schedule.
- Sustainability tour at Farm on the Hill as per resort's schedule.

## 4. Check-in and Check-out

- Check in time is at 2:00 pm. However due operational needs the villa will be provided as soon as it is convenient to the resort. Guaranteed early check in prior to 2:00 pm may be reserved from the day before with a full night's charge.
- Check out time is at 12:00 noon. The resort will endeavor to allow guest to remain in their villa, or a day use facility may be provided until the scheduled departure, subject to availability upon check out.
- Late checkout charges:
  - Low and Shoulder Season: 50% of nightly rate until 6:00 pm, and for after 6:00 pm the full stay nightly rate will apply, subject to availability at the time of reservation.
  - High and Peak Season: 100% of nightly stay rate will apply, subject to availability at the time of reservation.

## 5. Minimum Stay

Dates	Minimum Nights
23 December 2023 – 20 December 2024 Full contract validity	Min. 2 nights for <b>The Ocean Retreat &amp; The Beach Reserve</b> , except for the below mentioned dates
27 December 2023 – 2 January 2024	Min. 3 nights No check-in & check-out on 31 Dec & 1 Jan
9 – 15 February 2024	Min. 2 nights
29 March – 1 April 2024	
13 – 15 April 2024	
27 April – 5 May 2024	
1 – 6 October 2024	

**Note:** All mentioned dates are inclusive, and the minimum stay applies to all villa types. The hotel may implement minimum stay upon high demand period without advance notice.

## 6. Special Offers

Special offers are subject to stop-sale with may be withdrawn. Six Senses Samui reserves the right to revise or discontinue any offers with minimum 5 working days' notice.

- Early Booking Offer and Extended Stay Offer are **non-combinable**, and **not applicable** to meal plans.
- Early Booking Offer and Extended Stay Offer are applicable to extra person charge.

### 6.1 Early Booking Offer (EBO)

Stay Period	Advance Booking Period	Savings
23 December 2023 – 5 January 2024	60 days before arrival	15%
6 January – 16 April 2024 13 July – 31 August 2024	45 days before arrival	15%
17 April – 12 July 2024 1 September – 20 December 2024	30 days before arrival	15%

### 6.2 Extended Stay Offer

Stay Period	Minimum Length of Stay	Savings
23 December 2023 – 20 December 2024 Full contract validity	4 nights	20%

### 6.3 Honeymoon Benefits

- When stay 2 nights or more: receive honeymoon sweet delights, fresh fruits, and a bottle of sparkling wine upon arrival.

When staying for 4 consecutive nights or more:

- Honeymoon sweet delights, fresh fruits, and a bottle of sparkling wine upon arrival.
- One-time dinner with a welcome glass of cocktail per couple, once per stay.

### 6.4 Wedding Anniversary Benefits:

- When stay 2 nights or more: receive welcome sweet delights, fresh fruits, and a bottle of sparkling wine upon arrival.

### 6.4 Family Offer

- Family Offer: Child (0-11 years old) bed & breakfast FOC as per villa maximum occupancy, other meal plans as per below.

## 7. Meal Rates are per person (Rates are inclusive of service charge & applicable taxes)

Half Board (Lunch OR Dinner)	THB 2,000 net per person (published rate 2,000++)
Full Board (Lunch AND Dinner)	THB 3,000 net per person (published rate 3,000++)
Gala Dinner 31 December 2023	<b>Non-compulsory</b>
Children: 0-5 years	FOC (on kid's menus only)
Children: 6-11 years	50% discount (all menus and meal plan except for kid's menus)

- Meal plan rates are per person per day, inclusive of service charge and applicable taxes.
- Half/Full board meal rates are food only and are available at 'Dining on the Hill' or at "Drift at the Beach" from the a la carte menu inclusive of a starter/main and dessert (food only).
- Additionally, guests can also enjoy the Half/Full Board benefit at 'Dining on the Rocks with a supplementary charge of THB 1,500 net per person for a 3-course tasting menu (food only).

## 8. Airport Transfer Rates (Rates are inclusive of service charge & applicable taxes)

Vehicle type	One Way - Per Vehicle	Maximum capacity
Car	THB 900 net	2 persons
Minivan	THB 1,500 net	6 persons

- Transfers between Samui Airport and Six Senses Samui takes approximately 15 minutes.
- Rates are per vehicle per one way.

### 9. Deposit – Prepayment Policy

Stay Period	Deposit – Prepayment
23 December 2023 – 5 January 2024	Full prepayment is required 45 days prior to arrival
6 January – 16 April 2024 and 13 July – 31 August 2024	Full prepayment is required 21 days prior to arrival
17 April – 12 July 2024 and 1 September – 20 December 2024	Full prepayment is required 10 days prior to arrival

- When a reservation crosses over two different seasons, the stricter policy will be applied throughout.
- All payments made for reservations are non-refundable and non-transferrable.
- If credit facility has been set up, please refer to payment policy as per the agreement.

### 10. Bank Details for Payment

Payments will be made direct to : Six Senses Samui  
 Wire transfer to : Samui Laem Samrong Co. Ltd.  
 Bank : Bangkok Bank, Branch Surawong  
 Saving Account No. : 147 – 4 – 60152 – 1  
 Bank Address : 23 Surawong Road, Bangrak, Bangkok, Thailand 10500  
 Swift Code : BKKBTHBK – Surawong Branch

### 11. Cancellation Policy

Stay Period	Cancellation Policy
23 December 2023 – 5 January 2024	Up to 46 days prior to arrival = No Charge 45 days or less = 100% of stay
6 January – 16 April 2024 and 13 July – 31 August 2024	Up to 22 days prior to arrival = No Charge 21 days or less = 100% of stay
17 April – 12 July 2024 and 1 September – 20 December 2024	Up to 11 days prior to arrival = No Charge 10 days or less = 100% of stay

- When a reservation crosses over two different seasons, the stricter policy will be applied throughout.
- Booking amendment within the cancellation period is not allowed and full policy will be applied.
- Change of guest name within the cancellation period is not allowed.

### 12. No Show & Early Checkout Policies

In the event of no show, late arrival or early departure from the confirmed stay period, the hotel reserves the right to charge the entire confirmed stay rate and transfer charge as penalty.

### 13. Terms & Conditions

All information and rates offered in this agreement are strictly confidential, and must not be disclosed to third parties without the consent of Six Senses Samui.

1. **Rate Parity:** Contract rates are applicable only to B2B clients and NOT applicable to direct individual, commercial and business travelers or corporate accounts.

Contract rates are required to be marked by minimum 25%, or in line with our Best Available Rate on [www.sixsenses.com](http://www.sixsenses.com) when onselling to the public. Rate disparity may result in immediate contract termination. Where applicable the rates must be packaged with flights / transportation and other value-added arrangements so that the net contract rates are not disclosed to the public.

The business partner may not sell or resell these rates to any third party who uses the internet as a medium or advertising / distribution without written consent from the hotel. If the partner breaches the above obligations, the hotel reserves the right to withdraw the rates or terminate this agreement entirely without notice.

2. **Groups:** Contract rates are not applicable for reservations of 6 villas or more. Please contact your account manager for group rates.

3. **Stop Sell Procedure:** The hotel reserves the right to request a Stop Sell to all business partners. All rooms sold under confirmed allotment must be reported in writing within forty-eight hours (48) of the Stop Sell notification to the hotel, and unused allotment must be returned by the business partner.
4. **Reservations Procedure:** Contract rates are for direct bookings ONLY. The business partner or the designated ground representative shall direct all reservations to the hotel reservations department. Vouchers are to be sent to the hotel when reservations are made or given to clients to present upon check in. Voucher numbers will be listed on invoices as well as the contract rate and any other relevant information pertaining to the invoice.  
All bookings made via [www.sixsenses.com](http://www.sixsenses.com) at hotel's Best Available Rates are eligible for 10% commission, before government taxes and service charge.
5. **Cancellations:** Cancellations will not be accepted until they have been confirmed by the hotel by return fax or e-mail. Failure to settle deposit/prepayment by due date as stipulated in this contract and reservation confirmation may result in auto-release of the room block or auto-cancellation of the reservation.
6. **Management Change:** The business partner must inform the hotel in writing at least 30 days prior to the effective date of any ownership or management change.
7. **Allotments:** The hotel may request return of allotment during high demand periods. Allotments are not uploaded into hotel's reservation system until a signed contract is returned. When the allotment has been filled, additional bookings will only be accepted on rates available at the time of reservation.

Any unused allotment will be automatically released on the cutoff date without notification.

8. **Force Majeure:** The hotel shall be relieved of its obligations hereunder in the event and to the extent its performance of this agreement is delayed or prevented in whole or in part by any cause beyond its control, including, without limitation, acts of God, change of laws, war or hostilities (declared or not), civil unrest, fire, flood, earthquake or explosion, sale, seizure of the hotel under legal process, strikes, lockouts or labor stoppages or any other circumstances beyond the control of the hotel that makes it impossible for the hotel to operate fully or partially.
9. **Exclusion of Liability:** It is agreed that the hotel and the hotel management company shall not be liable to the business partner or any other person for any loss, damage, liability, expenses or costs suffered or incurred by the business partner or any member of any booking(s), including any loss, damages, liability, expenses and costs arising from any loss of, damage to or theft of property, unless such loss, damage, liability, expenses and costs resulted directly from the gross negligence or willful default of the hotel or the hotel management company.
10. **Termination:**
  - A) This agreement may be terminated by the hotel immediately in the event of any breach by the business partner of
    - (a) its payment obligations under this contract agreement; or
    - (b) its other obligations under this contract agreement which, if in the opinion of the hotel is capable of remedy, is not remedied to the satisfaction of the hotel within 30 days from the date of notice from the hotel.
  - B) Either party may terminate this agreement by submitting a written notice to request for termination with 15 days' notice.
  - C) Upon termination of this agreement, the business partner's credit arrangement (if any) shall automatically cease, and all amounts due or owing by the business partner to the hotel shall be paid immediately. The hotel is entitled to levy a late payment charge on any outstanding and overdue sum at the rate of 1.5% per month from the due date, until the date on which full payment is made.
  - D) No Prejudice. This Agreement has been jointly prepared by the parties hereto and the terms hereof shall not be construed in favor of or against any party on account of its participation in such preparation.
11. **Governing Law:** It is expressly agreed and declared that the proper law of this agreement is the law of Thailand that any disputes, actions or other matters arising hereunder shall be determined in a court of law in Thailand in accordance with the laws and procedures of the Kingdom and under any and all circumstances.
12. **Brochure Contribution and Features:**  
Brochure agreement will be issued separately as an addendum, and deductions from invoice are subject to terms and conditions. This agreement is not a sign of mutual consent of any automatic deductions from invoices.

SIX SENSES SAMUI, 9/10 Moo 5, Baan Plailaem, Koh Samui, Surathani 84320, Thailand

Tel: +66 77245 678, Fax: +66 77245 671

Res: [reservations-samui@sixsenses.com](mailto:reservations-samui@sixsenses.com), Sales: [thailand@sixsenses.com](mailto:thailand@sixsenses.com)

Code: SSSMU-OVS-2023/2024 - Nuba Expediciones S.L.



The business partner shall at its sole cost and expense, develop, print and distribute promotional materials, and to feature **Six Senses Samui** in its programs and brochure as a Luxury Resort. The hotel will supply a selection of digital images and copy to accurately portray the hotel. All contents featured, whether in brochure, online or via other channels must be submitted in writing to the hotel for review and approval from Six Senses Samui prior to any form of print or production.

All photography, video and image of Six Senses Resorts & Spas are protected by copyright. Images used for any purpose must always be credited with the correct name of the resort and destination. Failure to do this will result in a charge being made to protect copyright agreements. Photographs not approved by the hotel will not be permitted without prior agreement. Six Senses Resorts & Spas reserves the right to cancel this agreement should the business partner misrepresent in any advertising, brochure promotion or press release, information pertaining to Six Senses Resorts & Spas, which may damage the image of the hotel.

#### **Clause against Sexual Exploitation of Children in Contracts with Suppliers to Six Senses Samui**

Six Senses Samui condemns any and all activities related to any sexual abuse and exploitation of children, i.e. sexual exploitation, trafficking, violence and pornography. We are committed to abide by and implement The Code of Conduct for the Protection of Children from Sexual Exploitation in Travel and Tourism in collaboration with ECPAT International ([www.ecpat.net](http://www.ecpat.net)).

By adding this clause to our contractual agreement, we are not insinuating that your company is engaged in any activities related to sexual exploitation of children but encouraging you to support and sign The Code of Conduct. Together with Six Senses Samui we would like you to Say No to Child Sex Tourism.

By signing this Contract, the business partner agrees to:

- Refrain from knowingly engaging or dealing with companies who are engaged in sexual exploitation of children.
- Prohibit storage or use of images which sexually exploit children.
- Report sexual exploitation to local law enforcement authorities should your company become aware of such exploitation either on you company's premises or on that of a supplier.

Six Senses Samui reserves the right to cancel this contract if your company fail to comply with this clause or that your company is involved in any way in the facilitation, encouragement or toleration of sexual exploitation of children within the context of your company.

A handwritten signature in black ink that reads "Alessandra Girardi".

Name: Alessandra Girardi

Title: Nuba - Net Rates Director

**Nuba Expediciones S.L.**

Address: 96 Serrano Madrid Spain, 28006

Spain

Tel: 34 917454745

Fax:

Email: [alessandra.girardi@nuba.net](mailto:alessandra.girardi@nuba.net)

A handwritten signature in black ink that reads "Janet Chan".

Name: Janet Chan

Title: Regional Director of Sales & Marketing

**Six Senses Samui**