



SONEVA KIRI RATE AGREEMENT 2023-2024

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1. RATES, INCLUSIONS AND OFFERS

1.1 ROOM RATES 2023-2024

Villa Types	Villa Size (SQM)	Rate based on (Pax)	PEAK SEASON	HIGH SEASON	LOW SEASON
			23.12.23-07.01.24	08.01.24-06.05.24 30.09.24-07.10.24 21.10.24-22.12.24	07.05.24-29.09.24 08.10.24-20.10.24
Bayview Pool Villa Suite	464	2	3,100	1,400	1,000
Sunset Ocean View Pool Villa Suite	482	2	3,700	2,000	1,100
Beach Pool Villa Suite	403	2	5,600	3,100	1,800
2 Bedroom Sunset Ocean View Pool Retreat	598	4	8,800	4,300	2,600
2 Bedroom Junior Beach Pool Retreat	617	4	10,000	5,500	3,700
3 Bedroom Beach Pool Reserve	641	6	20,600	8,000	5,600
4 Bedroom Bayview Pool Reserve	1,211	8	11,000	6,900	5,100
4 Bedroom Sunset Ocean View Pool Reserve	1,211	8	17,700	8,000	5,700
5 Bedroom Bayview Pool Reserve	1,845	10	18,800	8,400	6,300
5 Bedroom Sunset Ocean View Pool Reserve	1,845	10	20,000	9,500	6,800
5 Bedroom Beach Pool Reserve	1,845	10	28,100	9,900	7,800

Notes:

- The rates are in USD and on Bed & Breakfast basis. The rates are inclusive of Provincial Tax 2%, VAT 7.84%, Service Charge 10% and Carbon Tax 2%.
- **During Peak Season:** A minimum of five nights for all one-bedroom villas is required and seven nights for two-bedroom villas and above for all stays falling over December 30 & 31, 2023.
- No check-out date: December 31, 2023.
- For more information about our villa types and maximum occupancy in each villa, refer to the villa features in section 5 under Terms and Conditions.
- A minimum mark up of 15% on the above rates is required. Rates should not be reduced below published rates.
- The rates may be subject to change.

1.2 SUPPLEMENT CHARGES

Adult refers to age 15 upwards, Child refers to ages 7 to 14.99 and Infant refers to newborn to age 6.99.

Extra Person Charges

Adult	150	<ul style="list-style-type: none"> • Rates are in USD per person per night, inclusive of taxes, service charges and are non-commissionable. • Rates are inclusive of extra bed and daily buffet breakfast. • Can be combined with offers.
Child	80	
Infant	Complimentary	

Note: all paying adults within one villa must be on the same meal plan.

Meal Plans

	Breakfast	Half Board (Food only)	Full Board (Food only)	Soneva Unlimited
Adult	Included	175	250	825
Child	Included	90	125	415
Infant	Complimentary	Complimentary	Complimentary	Complimentary
<p>Remarks:</p> <ul style="list-style-type: none"> • Lunch at South Beach & Ever Soneva So Spirited are included in the Full Board option. If guests choose another lunch option, USD 75 will be credited per person, and any consumption exceeding this will be charged as a supplement (published rates applicable). • Breakfast and Dinner / Buffets at “The Dining Room” are included in the Meal Plans. • Set dinner at “The View & Kruua Mae Tuk” “Colours of the Garden” and dinner buffets at “The Dining Room” are included in the Meal Plan. Should the guests choose another dinner dining option, USD 175 will be credited per person, and any consumption exceeding the credit limit will be charged as a supplement (published rates apply). <i>The maximum capacity for Colours of the Garden is six people and we require a reservation in advance.</i> • Special dining experiences are excluded from Meal Plans including Treepod Dining / Ao Salad Dinner / South Beach Barbecue Dinner and more. • Resort credit is valid per day only. Unused credit cannot be carried forward or accumulated. • The prices listed above are per person, per day. 				<ul style="list-style-type: none"> - A dedicated Barefoot Guardian. - Unlimited dining at our bars, restaurants, and In-Villa Dining. - Unlimited non-alcoholic and alcoholic beverages at our bars and restaurants. - Unlimited wines from our Soneva Unlimited Wine List. - Unlimited experiences from our Experiences Menu, including diving. - Unlimited spa treatments and massages at the spa, including visiting wellness practitioners. - Unlimited access to visiting Michelin-starred chef dinners and onsite experiences. - Access to the complimentary ice cream, chocolate, and deli rooms 24/7. - Access to our children’s club “the Eco Den” and all experiences for children. - Use of the fully- equipped gym and tennis court. - Daily replenishment of your in-villa minibar. - Daily laundry service. - A full list of Soneva Unlimited inclusions can be viewed here

Soneva Unlimited **excludes** the following:

- **Return shared plane transfers from Bangkok**
- Scuba Diving
- Galaxy Dinner
- So Soneva boutique purchases
- Private plane transfers
- Private boat charters
- Sonu’s Private Reserve Wine List
- Photography / videography service
- Babysitting & telephone calls
- Festive supplements (Christmas Eve & New Year Eve)

Terms & Conditions:

- All paying guests within one villa must be on Soneva Unlimited

Compulsory Christmas Eve and New Year's Eve Gala Dinners

	Christmas Eve Gala Dinner	New Year's Eve Gala Dinner	Rates are in USD per person per dinner, inclusive of taxes, service charges and are non-commissionable
Adult	550	1,350	
Child	275	675	
Infant	Comp.	Comp.	

1.3 TRANSFER CHARGES

Adult refers to anyone of age 15 and upwards, Child refers to ages 2 to 14.99 and Infant from newborn to age 1.99. All rates are in USD per person, inclusive of taxes, service charges and are non-commissionable.

Roundtrip shared air transfers between Bangkok and Soneva Kiri (Mai Si Airport)	Adult 700, Child 350, Infant (0-1.99) Complimentary (Lounge access and meet and greet services are included)
One-way Soneva Kiri Private Chartered Plane from BKK to Mai Si Airport	5,200 net per way, all year-round, maximum 8 persons
One-way Private Charter between Soneva Kiri and Cambodia	Price on request

Note: Soneva Kiri reserves the right to make changes to your flight itinerary at any time.

1.4 INCLUSIONS

All below inclusions are combinable with each other, and with our contracted special offers listed below.

Inclusions for ALL Villa types, for ALL bookings	<ul style="list-style-type: none"> Barefoot Guardian for all villas Use of "The Den" facilities (children's club) Homemade chocolate and ice creams and deli items from the charcuterie room Daily laundry service. Use of the Observatory, Cinema Paradiso, Yoga and Meditation at designated times Use of fully equipped gym and tennis courts and non-motorized water sports Use of Wireless Internet in the villa and designated public areas Complimentary guest buggies A full list of complimentary inclusions can be viewed at this link.
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Repeater Guest Benefits For ALL villa types	<p>Soneva returning guests (Soneva Repeaters) are entitled to a 10% discount on top of villa rates after any contractual discount stated and some complimentary experiences, which are awarded to guests based on the historical number of stays and the monetary spend of the guest. Complimentary experiences will continually be updated for various reasons such as, but not limited to: availability, seasonality and/or conclusion of an experience, if guest has enjoyed the experience previously, and to keep the experiences fresh, exciting etc...</p> <p>For the most current complimentary experiences offered to your guest please reconfirm this with our reservations team at reservations-kiri@soneva.com or + 66(0) 82208 8888.</p>
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1.5 OFFERS 2022-2023

OFFER NAME	OFFER DETAILS	VALIDITY	TERMS & CONDITIONS
Honeymoon & Anniversary Offer	<p>For all stays: One complimentary bottle of wine or sparkling wine per stay.</p> <p>For minimum 4-night stay: A complimentary Floating breakfast in villa for two persons, once during the stay plus complimentary honeymoon amenities for two persons once per stay.</p>	All year-round	A copy of the marriage certificate of less than 12 months to be presented during booking process in order to qualify for the offer. This offer is combinable with other offers and is valid for all villa categories.
Experience Brochure Offer	All Travel Partners will receive a 10% commission on any experience pre-booked from our Experience Brochure found here .	All year-round	This offer is combinable with other offers and is valid for all villa categories.
Soneva Kiri Spa Menu Offer	All Travel Partners will receive a 10% commission on treatments pre-booked from the a la carte spa menu, found here .	All year-round	This offer can be combined with other offers and is valid for all villa categories. The commission is before taxes and service charge, and is applicable for pre-booked-treatments only.

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2. PAYMENT, CANCELLATION AND CREDITS POLICY

2.1. PAYMENT AND CANCELLATION POLICY (Valid for All one- and two- bedroom villas):

	Peak Season	High & Low Season
Cancellation	25% deposit upon confirmation, refundable up to 90 days prior to arrival 90 days or less prior to arrival: 100% of stay is retained.	30 days or less prior to arrival: 100% of stay is retained
Payment Policy	Upon confirmation: A non-refundable 25% deposit is required and 100% full payment is required 90 days before arrival.	100% full payment is required 30 days before arrival

2.2 PAYMENT AND CANCELLATION POLICY (Valid for three bedroom villas and above):

	Peak Season	High & Low Season
Cancellation	Non-refundable 25% deposit upon confirmation. 90 days or less prior to arrival: 100% of stay is retained.	30 days or less prior to arrival: 100% of stay is retained.
Payment Policy	Upon confirmation: A non-refundable 25% deposit is required and 100% full payment is required 90 days before arrival.	100% full payment is required 30 days before arrival.

2.3 BANK DETAILS FOR DEPOSIT AND PAYMENT

Account name:	Mile High Company Limited
Account number:	001-9-53744-9
Bank name:	Bank of Ayudhya Public Company Limited
Branch name:	Ploenchit office Branch
Bank address:	Ploenchit, Lumpini, Pathumwan, Bangkok 10330 Thailand
Tel.:	+66 82 208 8888
SWIFT code:	AYUDTHBK
Tax ID:	0105556190207

2.4 CREDIT TERMS (valid for credit agents)

- I. If credit facilities have been established, the rates on this contract are conditional on payment being received by the hotel not later than 30 days from the date of invoice.
- II. Where credit facilities have been approved and there is a failure to effect payment of any outstanding amount within the credit period, the hotel reserves the right to withdraw the credit facility and refuse any new bookings on a credit basis until all outstanding accounts are settled. The hotel may also cancel your credit privileges, which could lead to cancellation of credit privileges at other Soneva resorts.
- III. Invoicing will be in the currency of the contract.
- IV. In addition, where accounts are not paid within thirty (30) days after the billing dated, a 1.5% per month late payment charge will be assessed. In the event of a disputed charge, the balance due less the disputed amount is to be paid while the disputed item is reviewed with the hotel.

3. MARKETING AND BROCHURE CONTRIBUTIONS

- [Here](#) is a link to our standard Soneva templates for brochure features with options of 50 words, 100 words, 150 words and 200 words.
- Any variations to this standard template must be approved in writing by Soneva. If Soneva has agreed to make a brochure contribution in cash or by barter, the payment of this contribution will only be made if the standard template attached in this contract is used or if a variation is approved in writing. Soneva will not be responsible for paying in cash or barter any brochure contributions for a non-standard presentation that has not been approved in writing. A copy of the brochure page or pages must be sent to Soneva Accounts at the time of invoicing for the brochure contribution. Imagery should be taken from the [Soneva BrandCentre](#).
- [Here](#) is a link to the Soneva Kiri folder on Soneva's Brand Centre
- Soneva Kiri's resort factsheet is available at [this](#) link.
- Soneva has developed the Co-Branded-Guidelines in PPT at this [link](#) – these guidelines to outline recommended co-branding scenarios and to provide detailed guidance on how to best activate these scenarios in your communications materials. We appreciate your partnership and know that you will share the responsibility to maintain the positive experience associated with Soneva.

4. Digital Marketing Clauses

4.1 Intellectual Property Rights

The Agent hereby acknowledges that all intellectual property rights in all trademarks, photographs, pictures, artwork, articles and other materials ("IP Materials") provided by the Operator to the Agent or produced by the Agent or its affiliates for the sole purpose of marketing and promoting the Operator are and will remain the sole and exclusive property of the Operator or its affiliates and that the Agent use of such IP Materials does not give rise to any rights, proprietary or otherwise, in the said IP Materials, except the limited right to use set forth in this Agreement.

4.2 Trademarks/Logos

The Agent hereby acknowledges that the Operator or its affiliates owns all right, title and interest in and to its trademarks, including but not limited to "Soneva", "Soneva Fushi", "Soneva Jani", "Soneva Kiri", "Soneva in Aqua", "Soneva Foundation", "Soneva Villa Ownership", "Soneva Stars" and all marks under the "Soneva" umbrella (hereinafter collectively referred to as "Soneva Marks"), as well as the goodwill associated with the Soneva Marks. The Agent acknowledges that the Soneva Marks are and will remain the sole and exclusive property of the Operator or its affiliates and that all use by the Agent of the Soneva Marks inures to the benefit of the Operator or its affiliates. The Agent shall not use the Soneva Marks other than as permitted by this Agreement.

Subject to the terms hereof, the Operator hereby grants to the Agent a non-exclusive, limited license for the term of this Agreement to use the Soneva Marks solely in connection with the marketing and promotion of the Operator under this Agreement (including without limitation as used in the property name and description page for the listing) provided always that the Agent does not (i) register any domain name or trademark containing or comprising any of the Soneva Marks; and (ii) knowingly do anything that is reasonably expected to have a material adverse impact on the Operator's rights in the Soneva Marks.

The Agent shall use best efforts to implement the keywords restrictions in digital advertising (including but not limited to Google Search, Yahoo Search, Bing Search, Baidu Search, meta-search, display advertising) for the Operator, as outlined in Exhibit A. Updates to Exhibit A shall be subject to the written approval of both Parties and shall be implemented within 30 days of mutual approval. The Parties agree that the Agent shall, upon written notice from the Operator, take reasonable and timely steps to stop any advertising, marketing, or SEO keyword campaigns which were created for the purposes of this Agreement within 5 working days and are found to contain keywords in Exhibit A where such use was not approved by the Operator, and that this shall be the Operator's sole remedy with respect to the implementation of keyword restrictions in Exhibit A.

The use of Soneva Marks in any of the Agent's media plans and assets must be approved by the Operator before the start of the campaigns. The Agent shall not, at any time, permit any other party, entity or company to use or reproduce the Soneva Marks, whether in the course of trade or otherwise, without the Operator's prior written consent, except in connection with marketing the Operator through the online marketing channels used generally by the Agent and its affiliates to market the Operator as per the media plans approved by the Operator before the start of any applicable campaigns.

4.3 Content /Photographs

Subject to the terms hereof, the Operator hereby grants to the Agent of a non-exclusive, limited license to use and display, for the duration of this Agreement, selected imagery and content from its website ("Content") or produce its own imagery or copy, solely for the purpose of promoting and marketing the Operator under this Agreement.

The IP Materials used in any of the Agent's media plans and assets must be approved by the Operator before the start of the campaigns. The Agent shall not, at any time, permit any other party, entity or company to use or reproduce the IP Materials, whether in the course of trade or otherwise, without the Operator's prior written consent, except in connection with marketing the Operator through the online marketing channels used generally by the Agent and its affiliates to market the Operator as per the media plans approved by the Operator before the start of any applicable campaigns.

The Agent shall not, at any time, disclose, convey or otherwise provide the Soneva Assets to any other party, entity or company without the Operator's prior written consent, except in connection with marketing the Operator through the online marketing channels used generally by the Agent and its affiliates to market the Operator as per the media plans approved by the Operator before the start of any applicable campaigns. The Agent agrees not to knowingly use any Soneva Asset in any manner that could reasonably be expected to have a material adverse impact on the goodwill attached to such Content.

4.4 Effect of Termination

Upon termination of this Agreement for any reason whatsoever, all licenses herein granted to the Agent under this Agreement shall terminate and the Agent shall use commercially reasonable efforts to cease all use of the IP Materials within a commercially reasonable wind-down period ("Wind Down Period"), including but not limited to the Soneva Marks and Content. Parties acknowledge and agree that any continuing use of the IP Materials after the Wind Down Period shall cause the Operator or its affiliates irreparable harm for which monetary damages will be inadequate and the Agent hereby agrees that, in case of such continuing use by the Agent, the Operator and/or its affiliates shall be immediately entitled to apply for an injunction against further breach, without prejudice to any other relief that the Operator may have against the Agent, in law and equity.

Exhibit A

List of keywords (exact and/or broad matches) to remove from the positive list and add to the negative list for the Agent's digital campaigns including but not limited to Google Search, Yahoo Search, Bing Search, Baidu Search, meta-search, display advertising:

Keywords:

Soneva, Soneva Fushi, Soneva Fuchi, Soneva Jani, Soneva Kiri, Soneva Aqua, Soneva Foundation, Soneva Soul, Soneva Villa Ownership,, Soneva Arts, Soneva Spa, Soneva Resort, Soneva Resorts, Soneva Hotel, Soneva Hotels, Soneva Villa, Soneva Villas, Fushi, Fuchi, Jani, Kiri, Aqua, Acqua, Aqua, Soul, SonevaFushi, SonevaFuchi, SonevaJani, SonevaKiri, SonevaAqua, SonevaAcqua, SonevaFoundation, SonevaSoul, SonevaVillaOwnership, SonevaArts, SonevaSpa, SonevaResort, SonevaResorts, SonevaHotel, SonevaHotels, SonevaVilla, SonevaVillas, Kobkood, Koh, Kood, Сонева, фуши, соневафуши, джани, соневаджани, кири, соневакири, ソネバジャニ, ソネバ, ジャニ, جاني سو سونيفا, ソネバキリ, キリ, ソネバフシ, フシ, سونيفا كيري
سونيفا كيري, 索尼娃, 索尼娃 賈尼, 賈尼, 索尼娃奇瑞, 奇瑞, 索尼娃美西, 美西

5. TERMS & CONDITIONS

1. Rates

- a. Rates are inclusive of Provincial Tax 2%, VAT 7.84%, 10% service charge and 2% carbon sense contribution. Rates are non-commissionable and quoted in USD.
- b. Rates are based on 2 adults sharing or more (as per rate grid) in section 1.1
- c. If government taxes are raised within this contract period, the resort reserves the right to adjust the contract rates accordingly.
- d. Rates quoted are applicable only for tour operators and travel partners.
- e. Rates quoted are NOT applicable to individual commercial business travelers or corporate accounts.
- f. Rates offered are applicable ONLY if reservations are made directly with Soneva.
- g. 2% of room revenue is pledged to Soneva's Environment Fund. Funds raised are invested through the Soneva Foundation into carbon mitigating projects that have positive social impact as well. Projects include the Myanmar Stoves Campaign, the Darfur Stoves Project, Soneva Wind Turbine project in India and the Soneva Forest Restoration Project.
- h. Any upselling of villa or service upgrade done directly by the client with the hotel management once arrived at the resort is not applicable for any commission to the Tour Operator.
- i. The Travel Partner is not entitled to offer accommodation at the Resort to third parties at rates lower than the Resorts' published tariff prevailing at the time of intended occupancy. The Resort shall advise the Travel Partner of the tariff changes as and when these occur.
- j. All information and rates offered in this agreement are strictly confidential and may not be disclosed to third parties for whatsoever reason or purpose.
- k. Rates are not valid for internet portal sites. Should tour operators wish to promote their packages on the internet, any daily room rates shown on web sites must include a minimum 15% mark up, or at least be equal to the daily rate published on Soneva.com. Where applicable, the rates must be packaged with flights / transportation and other value-added arrangements so that the rates are not revealed to the public. The business partner may not sell or resell on these rates to any third party who uses the internet as a medium or advertising / distribution without expressed prior written consent of Soneva. If the partner breaches the obligations above, Soneva reserves the right at its option to withdraw the rates or terminate entirely this agreement, without notice.
- l. The Travel Partner is in breach of the agreement, if the partner or its affiliates publish the Wholesale F.I.T Rate to any third parties or to the general public and/or provide the Wholesale F.I.T Rate to its online providers for onward sale to the general public (also known as B2C channels). In these cases, The Travel Partner must stop selling at the Wholesale F.I.T Rate with immediate effect.
- m. In additional Soneva shall have the right to cease providing the Wholesale F.I.T Rate until such time that the breach is remedied, also Travel Partner shall be immediately liable for all claims made by guests against Soneva Best Rates guarantee and any payment made by Soneva as a result of the breach under this Clause to any guests.

2. Barter Agreements: Barter agreements will be issued separately – however, please note that barter agreements can only be deducted as follows: 15% from invoices relating to new visitors to Soneva

3. Villa Features:

VILLA TYPE	QTY	TOTAL AREA (SQM)	NO. OF BEDROOMS	MAX. OCCUPANCY	DIRECT BEACH ACCESS	WATER SLIDE	OUTDOOR BATHROOM	CHILDREN'S BEDROOM	TREE HOUSE	PRIVATE SPA AREA	FITNESS ROOM	SNOOKER TABLE OR TABLE TENNIS	LIVING ROOM
Bayview Pool Villa Suite	6	464	1	3A + 1C			•						
Sunset Ocean View Pool Villa Suite	5	482	1	3A + 1C			•						
Beach Pool Villa Suite	10	403	1	3A + 1C	•		•						
2 Bedroom Sunset Ocean View Pool Retreat	1	598	2	4A + 2C			•				•		
2 Bedroom Junior Beach Pool Retreat	3	617	2	4A + 2C	•		•			•		•	•
3 Bedroom Beach Pool Reserve (Villa 14)	1	641	3	4A + 3C	•	•	•	•				•	•
4 Bedroom Bayview Pool Reserve	1	1,211	4	12 PAX		•	•	•	•	•			•
4 Bedroom Sunset Ocean View Pool Reserve	1	1,211	4	12 PAX		•	•		•	•	•	•	•
5 Bedroom Bayview Pool Reserve	2	1,845	5	14 PAX		•	•	•	•		•	•*	•
5 Bedroom Sunset Ocean View Pool Reserve	1	1,845	5	14 PAX		•	•	•	•	•	•	•	•
5 Bedroom Beach Pool Reserve	2	1,845	5	14 PAX	•	•	•	•	•	•	•		•

4. Brochure features must be reviewed and signed off by Soneva, prior to printing.

5. For transfers, all departing guests will be escorted through Immigration by our airport host. Any guest with a wait time of over 45 minutes prior to boarding time will be escorted to a partner lounge. Each guest is allowed 15 kg including hand luggage. The total weight limit on Soneva's plane is 500 kg, inclusive of luggage and passengers for chartered plane flights. The flight and speedboat operation is subject to weather conditions and availability. The prices are subject to change without prior notice according to any increase in fuel prices and taxes.

6. Check-in/ Check-out times is at 14:00 hrs, but due to the nature and location of the Resort we will provide a room as soon as is convenient to the resort. Guaranteed access to rooms prior to 14:00 on the day of arrival may be reserved from the previous evening with one night additional contract rate charge.

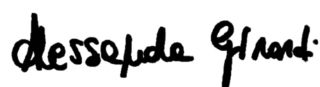
Check out time is at 12:00 noon. The Resort will endeavor to allow the client to remain in their room until the scheduled time of departure by air transfer from the island - if this is not possible the resort will provide a day use facility until departure subject to availability, which is chargeable. Late check-out charges: until 18.00 hrs 50% of contracted rate, and after 18:00 hrs 100% of contracted rate.

7. Groups: Any reservation of 6 rooms and above is considered a group, which requires a separate group quotation, payment and cancellation policy that can be obtained from the speaking to one of Soneva's Sales Representatives

- 8. No Show & Early Check Out Policy:** In the event that the individual or entire group do not arrive, or arrive later than the confirmed arrival date, or depart earlier than the confirmed departure date the tour operator shall be held responsible for payment computed at the equivalent for the full originally booked length of stay.
- 9. Stop Sell Procedure:** Soneva reserves the right to request a stop sell from 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 Soneva and unused allotment must be returned to Soneva by the business partner.
- 10. Credit Facilities:** Unexpected departures from the resort will be charged as per the reserved booking. Cancellations or amendments will not be accepted until they have been confirmed by Soneva by return fax or email. Save and except where deposits have been duly paid in full and in accordance to seasonal terms Soneva reserves the right to release all rooms if the requirements are not met within the time limit stated. Soneva also reserves the right not to allow changes in dates of reservations and guest names within a reservation access all seasons. All deposits are non-negotiable and non-refundable. Payment must be by bank transfer or TT into the designated account. Soneva reserves the right to refuse any booking if the account is not in order. All bank charges will be borne by the remitter, not by Soneva.
- 11. Reservations Procedure:** Reservations can be accepted by email or telephone, however reservations must be confirmed in writing by Soneva's Reservations Department. All bookings/amendments/cancellations must be reported immediately to the Reservations department.
- 12. Guest Profile Forms:** All operators will be issued with a guest profile form (My Soneva Preferences) to complete. It is mandatory for these to be submitted to the resort prior to the guest's arrival.
- 13. Allotments:**
- Room allotments are subject to seasonal variation. The Resort may request the return of allotments during high demand periods.
 - Allotments are not uploaded into our reservation system until a signed contract is returned.
 - Any unused allotment will be automatically released on the cutoff date without notification.
 - When the allotment has been filled, additional bookings will only be accepted on rates available at the time of reservation.
 - Allotments can be retracted by the GM or DOSM if the allotment materialization drops below 60% of rooms allotted. Allotments will be released automatically without any prior notice if materialization is below 40% of rooms allotted.
- 14. Cancellations:** Save and except where deposits have been duly paid in accordance with the above, Soneva reserves its absolute right to release all rooms if the requirements herein stated are not fully met within the time limit stated. Soneva also reserves the right NOT TO ALLOW changes in dates of reservations and guests' name with an original booking confirmed. During the High/Peak Season, Soneva will inform with each reservation the time limit (cut off period) of each reservation to observe all points stipulated in this contract. Soneva reserves its absolute right to release the room reserved (WITHOUT any prior notice if the conditions in this contract are not observed). All deposits made for reservations during the Peak Season are NON-REFUNDABLE and NON-NEGOTIABLE if cut off periods/cancellation notices are not observed. Please note that cancellations will not be accepted until they have been confirmed by the Resort by return e-mail
- 15. Renovation:** Soneva reserves the right, upon giving reasonable notice to the travel partner, to close any part of its facilities and to carry out repairs, renovation/s and upgrades to the Resort from time to time and at any time as it deems fit in its absolute discretion.
- 16. Change of ownership:** Soneva must be informed in writing at least 30 days prior to the effective date of any change to ownership or management.
- 17. Force Majeure:** Soneva 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 Resort under legal process, strikes, lockouts or labor stoppages or any other circumstances beyond the control of the Resort that makes it impossible for the Resort to operate fully or partially.
- 18. Exclusion of Liability:** It is agreed that Soneva and the Resort Company shall not be liable to the Tour Operator or any other person for any loss, damage, liability, expenses or costs suffered or incurred by the tour operator 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 Resort or the Resort Company.
- 19. Termination:** A) This agreement may be terminated by Soneva immediately in the event of any breach by the travel partner of (a) its payment obligations under this Agreement; or (b) its other obligations under this Agreement which, if in the opinion of the Resort is capable of remedy, is not remedied to the satisfaction of the Resort within 30 days (or such shorter period as the Resort may require) from the date of notice from the Hotel. B) Either party may terminate this agreement for any reason whatsoever by giving the other party 15 days prior written notice of termination. C) Upon termination of this Agreement, the Tour Operators' credit arrangements (if any) shall automatically cease and all amounts due or owing by the Tour Operator to the Resort under this Agreement shall be immediately due and payable. The Resort shall be 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) Any termination of this Agreement shall not prejudice any of the parties' rights or obligations that have accrued prior to termination and shall not relieve the Tour Operators' duty of confidentiality.
- 20. 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 United Kingdom and under any and all circumstances.



Date: April 28, 2023
Contact: Alan Ball
Position: Vice President – Global Sales & Revenue
Soneva



Date: 23/06/2023
Contact: Silvia Garcia - Lopez
Position: Product Manager
Nuba Expediciones