



**RATE AGREEMENT**

The following rate agreement is entered into with Sustainable Luxury Hospitality (Thailand) Limited (the owner) operating under the name of "Six Senses Yao Noi" (referred to herein as the resort).

**Issued:** 27 April 2023  
**Validity:** 21 December 2023 to 18 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 21 Dec 23 - 9 Jan 24	High Season 1 10 Jan - 16 Apr 24	Low Season 17 Apr - 27 Sep 24
Hideaway Pool Villa (19)	2	2A+1C or 3A	64,500	33,500	20,000
Ocean Pool Villa (8)	2	2A+1C or 3A	79,500	47,100	29,800
Ocean Deluxe Pool Villa (7)	2	2A	82,500	49,200	31,700
Ocean Panorama Pool Villa (7)	2	2A+1C or 3A	99,500	61,500	41,000
Beachfront Pool Villa (1)	2	2A+1C or 3A	94,000	55,800	37,500
Hideaway Two Bedroom Pool Villa (5)	4	2A+3C or 5A	87,500	44,500	28,700
Ocean Two Bedroom Pool Villa (2)	4	2A+3C or 5A	101,000	60,600	39,500
Beachfront Pool Villa Suite (4)	4	2A+3C or 5A	130,000	65,800	45,500
Hideaway Four Bedroom Pool Villa (1)	8	4A+4C or 8A	106,500	56,000	37,200
The View (1)	2	2A	173,000	82,500	55,000
The Ocean Retreat (1)	4	2A+3C or 5A	252,000	90,000	62,000
The Ocean Retreat Three Bedroom* (1)	6	4A+3C or 7A	334,500	139,200	93,700
<b>Extra Person</b>			<b>FOC</b>	<b>FOC</b>	<b>FOC</b>

Villa Category (villa count)	Rate is based on (people)	Maximum Occupancy	Shoulder Season 28 Sep - 1 Nov 24	High Season 2 2 Nov - 18 Dec 24
Hideaway Pool Villa (19)	2	2A+1C or 3A	24,100	32,600
Ocean Pool Villa (8)	2	2A+1C or 3A	35,200	45,800
Ocean Deluxe Pool Villa (7)	2	2A	37,000	47,200
Ocean Panorama Pool Villa (7)	2	2A+1C or 3A	48,000	59,500
Beachfront Pool Villa (1)	2	2A+1C or 3A	44,500	53,500
Hideaway Two Bedroom Pool Villa (5)	4	2A+3C or 5A	35,000	43,800
Ocean Two Bedroom Pool Villa (2)	4	2A+3C or 5A	46,300	57,800
Beachfront Pool Villa Suite (4)	4	2A+3C or 5A	52,000	64,000
Hideaway Four Bedroom Pool Villa (1)	8	4A+4C or 8A	44,000	53,000
The View (1)	2	2A	62,500	76,000
The Ocean Retreat (1)	4	2A+3C or 5A	69,500	86,000
The Ocean Retreat Three Bedroom* (1)	6	4A+3C or 7A	106,500	133,200
<b>Extra Person</b>			<b>FOC</b>	<b>FOC</b>

**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 Ocean Retreat Three Bedroom is an extension of The Ocean Retreat adjoining to an Ocean Deluxe Pool Villa, forming a three-bedroom unit.

**2. Extra Person Charge**

Extra person 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, 6 people in three-bedroom villa and 8 people in four-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, relaxation areas, plus fitness center.
- Use of bicycle and tennis courts (excluding lessons and guided tours).
- Use of kayak and stand-up paddleboard from Water Sports on Mai Tai Beach.
- All you can eat ice cream from Ice Cream Parlor daily from 11:00 am - 10:00 pm.
- Daily morning wellness activity, and a range of complimentary activities as per resort schedule.
- Sustainability tour with highlights on organic farm and Earth Lab 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
21 December 2023 – 18 December 2024 Full contract validity	Min. 2 nights for <b>The Ocean Retreat &amp; The View</b> , except for the below mentioned dates
22 – 31 December 2023	Min. 5 nights No check-in & check-out on 31 Dec & 1 Jan
9 – 15 February 2024 29 March – 1 April 2024	Min. 3 nights
13 – 15 April 2024 27 April – 5 May 2024	Min. 2 nights
1 – 7 October 2024	Min. 3 nights

**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 Yao Noi reserves the right to revise or discontinue any offers with minimum 5 working days’ notice.

- Offers are valid for all villa types, **excluding** The Ocean Retreat and The View.
- Early Bird Offer and Extended Stay Offer are **non-combinable**, and **not applicable** to meal plans.

**6.1 Early Bird Offer (EBO)**

- **Black out period:** 1 - 29 February 2024

Stay Period	Advance Booking Period	Savings
10 January – 16 April 2024 and 2 November – 18 December 2024	60 days before arrival	10%
17 April – 1 November 2024	45 days before arrival	10%

**6.2 Extended Stay Offer**

Stay Period	Minimum Length of Stay	Savings
10 January – 16 April 2024 and 2 November – 18 December 2024	5 nights	15%
17 April – 1 November 2024	4 nights	15%



**6.3 Honeymoon Benefits**

- Honeymoon sweet delights, seasonal fresh fruit and a bottle of sparkling wine upon arrival.

**When staying for 5 consecutive nights or more:**

- Honeymoon sweet delights, seasonal fresh fruits, and a bottle of sparkling wine upon arrival.
- Candlelit dinner with a welcome glass of cocktail per couple, once per stay.
- Batik Painting cultural experience per couple, once per stay.

**6.4 Family Offer**

Family Offer: Child (0-11 years old) bed & breakfast FOC as per villa occupancy, other meal plans as per below.  
 Grow With Six Senses: Junior Eco Warrior Program as per resort’s schedule for children aged 4-12 years old.

**6.5 Benefits for Extraordinary Villas**

Additional benefits will be extended to **Beachfront Pool Villa Suite, The View and The Ocean Retreat.**

- Daily afternoon amenity in the villa.
- Daily non-alcoholic minibar for The View and The Ocean Retreat only.
- When staying 7 nights or more guests will receive one-time in villa dining experience, exclusive of beverages.

**7. Meal Plans**

Half Board (Lunch <b>OR</b> Dinner)	THB 2,800 net per person
Full Board (Lunch <b>AND</b> Dinner)	THB 4,000 net per person
Gala Dinner 31 December 2023	Non-compulsory
Children aged 0-5 years	FOC on children’s menu
Children aged 6-11 years	50% discount on all a-la-carte menus and meal plans, exclusive of children’s menu(s)

- Meal plan rates are per person per day, inclusive of service charge and applicable taxes.
- Half/Full board meal rates are food only, available in all restaurants from pre-selected a la carte menus.
- Should the guest wish to partake in other dining experiences, such as themed dining, in villa barbeques, chef’s table etc., the above Half/Full Board rate will be credited towards the final bill (food only) which the differences will be settled on guest’s own account.

**8. Transfer Rates**

Scheduled land and boat transfers are available between Phuket Airport and Six Senses Yao Noi from Ao Po Grand Marina in Phuket, chargeable as per the following rates. Private transfers may be arranged from Phuket, Krabi or other regions.

TRANSFER	ROUTE	VEHICLE	RATE
SCHEDULED SHARED TRANSFER	Between Phuket Airport and Six Senses Yao Noi	Shared scheduled minivan with shared scheduled speedboat*	THB 1,900 net per person per way
		Private minivan/luxury sedan with shared scheduled speedboat*	THB 2,600 net per person per way
	Between other resort in Phuket and Six Senses Yao Noi	Private minivan/luxury sedan with shared scheduled speedboat*	THB 2,600 net per person per way
PRIVATE TRANSFER	Between Phuket Airport/ Phuket Island and Six Senses Yao Noi	Private minivan/luxury sedan with private speedboat**	THB 14,500 net per way

- Shared transfer rates are per person per way inclusive of tax and service charge, applicable to guests 12 years and above.
- Children 6-11 years old are charged at 50% of the adult’s rate on a shared trip, and FOC for 5 years and below.
- \*Details of the shared schedule will be provided by resort via an addendum.
- \*\*Maximum capacity of the private speedboat is 12 people, while the maximum capacity of the land transfer is 5 people. Additional land vehicle can be arranged at THB 2,600 per vehicle per way.

**Transfer Details:**

- Land transfer between Phuket Airport and Ao Po Grand Marina takes approximately 30 minutes.
- Boat transfer between Ao Po Grand Marina and Six Senses Yao Noi takes approximately 30 to 45 minutes.
- Please note the shared transfer schedule is subject to change at any time with advanced notice.
- Transfers to and from Krabi area and other regions are available upon request.
- It is recommended to depart the resort at least 3 hours and 30 minutes prior to international flight departure time.



**9. Deposit – Prepayment Policy**

Stay Period	Deposit – Prepayment
21 December 2023 – 9 January 2024	Full prepayment is required 60 days prior to arrival
10 January – 16 April 2024 2 November – 18 December 2024	Full prepayment is required 30 days prior to arrival
17 April – 1 November 2024	Full prepayment is required 14 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.
- One (1) night deposit is required upon confirmation for **The Ocean Retreat & The View**.
- 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	Sustainable Luxury Hospitality (Thailand) Limited.
Wire transfer to	Sustainable Luxury Hospitality (Thailand) Limited.
Bank	Siam Commercial Bank
Saving Account No.	886-211256-2
Bank Address	14/1 Moo 2, Thepkrasattri Road, Koh Kaew, Muang, Phuket 83000
Swift Code	SICOTHBK

**11. Cancellation Policy**

Stay Period	Cancellation Policy
21 December 2023 – 9 January 2024	Up to 61 days prior to arrival = No Charge 60 days or less = 100% of stay
10 January – 16 April 2024 2 November – 18 December 2024	Up to 31 days prior to arrival = No Charge 30 days or less = 100% of stay
17 April – 1 November 2024	Up to 15 days prior to arrival = No Charge 14 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 Yao Noi.

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.

The business partner shall at its sole cost and expense, develop, print and distribute promotional materials, and to feature Six Senses Yao Noi 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 Yao Noi 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 Yao Noi

Six Senses Yao Noi 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 Yao Noi 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 Yao Noi 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.



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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)

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Name: Janet Chan  
Title: Regional Director of Sales & Marketing  
**Six Senses Yao Noi**