



F.I.T. Yieldable Agreement 2023-2024

COMPANY NAME: NUBA EXPEDICIONES S.L. including NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V., Nuba USA, Inc. (references to “you”, “your” throughout the Agreement refer to company listed directly above)	HOTEL NAME: The St. Regis Maldives Vommuli Resort (References to “Hotel” throughout the Agreement refers to the entity listed directly above)
ADDRESS: Alessandra Girardi NET Rates Director Calle Serrano, 96, 28006 - Madrid Spain	HOTEL CONTACT: Luis Teixeira Director of Sales Vommuli Island, Dhaalu Atoll Republic of Maldives
EMAIL: alessandra.girardi@nuba.net	EMAIL: Luis.teixeira@stregis.com
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EFFECTIVE DATES OF AGREEMENT: December 23, 2023 to December 22, 2024	
ISSUED DATE: September 20, 2023	

F.I.T. YIELDABLE RATES

Villa Types	Festive Season	High Season	Low Season	Shoulder Season
	Dec 23, 2023 to Jan 09, 2024	Jan 10, 2024 to May 09, 2024	May 10 to Sep 30, 2024	Oct 01, 2024 to Dec 22, 2024
Lagoon Overwater Villa with Pool	4,700	2,370	1,850	2,370
Beach Villa with Pool	5,200	2,470	1,950	2,470
Panoramic Ocean Overwater Villa with Pool	5,400	2,570	2,050	2,570
Sunset Overwater Villa with Pool	5,600	2,670	2,150	2,670
Lagoon Overwater St. Regis Suite with Pool	5,800	2,770	2,250	2,770
Panoramic Overwater St. Regis Suite with Pool	6,000	2,870	2,350	2,870
Two-Bedroom Ocean Villa with Pool	9,700	4,770	4,250	4,770
Two-Bedroom Sunset Overwater Villa with Pool	10,000	5,070	4,550	5,070
Knickerbocker Villa (Two-Bedroom Ocean Suite with Pool)	19,300	9,070	8,550	9,070
Cesar Balsa Villa (Two-Bedroom Beach Suite with Pool)	19,900	9,870	9,350	9,870
Caroline Astor Estate (Three-Bedroom Beach Estate with Pool)	33,700	20,370	19,850	20,370
John Jacob Astor Estate (Three-Bedroom Overwater Estate with Pool)	45,600	26,070	25,550	26,070

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TERMS & CONDITIONS

- Minimum stay of 5 nights are required during Festive Season from 23rd December 2023 to 9th January 2024
- *Room Rates are in USD, net inclusive of 10% Service Charge & 16% T-GST (Tourism Goods & Service Tax)*
- Rates are subject to the mandatory Government Green Tax of USD 6 per person per night regardless of age.
- Rates are per villa, per night inclusive of daily breakfast at Alba restaurant for number of guests as per the standard occupancy of the villas/estates. Breakfast ordered through room service will be charged at published rates. Banquets and special catering set-ups are not included and will be charged at prevailing rates.
- Return seaplane transfer rate is applicable for all bookings.
- Rates are Non-Commissionable.
- Government Taxes are subject to change without prior notification. The above rates will be amended in case of any tax amendments including existing bookings.
- The above rates and all terms & conditions are valid for a maximum of 5 villas. Please contact sales for rates and conditions of bookings for 6 villas or more.
- Rates are “Non-Qualifying Rates” to earn points and benefits of Marriott Bonvoy Loyalty Program.
- Virtuoso, American Express, Select, STARS Program amenities are not applicable with this contract rates and any special/ tactical offers.
- The rates offered are for contracted tour operator bookings only and may not, under any circumstance, be published on any kind of online travel agency. The rate should not be published to the public without being packaged or bundled with other components, for example, flights. Failure to abide by this clause will result in cancellation of the contract.
- All the above are subject to change without prior notice.
- In order to preserve the brand consistency and exclusivity, should you wish to feature our property in your brochure, website, social media or any other communication material, sample copies of the layout or feature must be sent to the St. Regis Maldives Vommuli Resort for proofreading and approval before publishing or release.

CHECK-IN AND CHECK OUT TIME

- The resort is one hour ahead of local time
- Check-in time is 15:00 hours and check-out time is 12:00 hours
- To guarantee early check-in, an additional night should be reserved at 100% of the nightly rate.
- Late check-out is based on availability.
- Check-out past 12:00 hours is subject to late check out fee at 100% of the nightly rate and is charged directly to the guest

2023 CHRISTMAS & NEW YEAR SUPPLEMENT

	Adults (12 years and above)	Children (6 – 11.99 years)	Children (2 – 5.99 years)
Christmas Eve Gala Dinner 24 December 2023	USD 610	USD 308	USD 225
New Year’s Eve Gala Dinner 31 December 2023	USD 1400	USD 445	USD 350

- Above rates are inclusive of 10% service charge & prevailing T-GST (Tourism Goods & Service Tax) at the time of booking (Beverages are not included in the prices)
- Christmas Eve Gala Dinner supplement is optional, the supplement is only applicable should the guests wish to attend the Gala Dinner on 24th December 2022. Alternative dining options would be limited.
- New Year’s Eve Gala Dinner supplement is a compulsory surcharge applicable for all adults and children staying over 31st December 2022. No refunds to be made should the guest not attend the dinner.
- The management reserves the right to amend and/or cancel the compulsory supplement dinner and its format

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ADULT & CHILD POLICY

	Adult (12 years and above)	Child (2 – 11.99 years)	Child (2 years and below)
Additional person supplement Inclusive of Buffet Breakfast at Alba	USD 370.00 per adult	USD 123.00 per child	Complimentary

- Above rates are inclusive of 10% service charge & prevailing T-GST (Tourism Goods & Service Tax) at the time of booking
- There will be no charge applied for children under 2 years when occupying the same room with adult(s) and using existing beds in the room.
- The resort will not accept reservations for any persons below 18 years occupying a villa alone unless accompanied by a parent or a guardian.
- Due to the proximity to water, the resort does not encourage guests with young children to stay in Overwater accommodation. The resort requires guests to provide a signed liability waiver in order to accommodate children below 12 years in Overwater accommodation.
- For guests traveling with infants, a complimentary baby crib can be placed in each villa category upon request

HALF BOARD MEAL PLAN

	Adult (12 years and above)	Child (2 – 11.99 years)	Child (2 years and below)
Half Board Meal Supplement (Food Only) Jan 10, 2024 to Dec 22, 2024	USD 115.00 per adult	USD 58.00 per child	Complimentary

- Above rates are inclusive of 27.6% service charge & prevailing T-GST (Tourism Goods & Service Tax) at the time of booking
- For adults Half Board Meal Plan is available at ALBA Restaurant with a three course menu (starter, main course and dessert) from the A La Carte Menu. Select dishes on the menu marked with an asterisk (*) will have a supplementary charge
- Children will be extended a three course meal from the Children’s Menu at all restaurants except Whale Bar, In-Villa Dining and Private Dining
- Alternatively a Dinner Credit (food only) of USD 115.00 Net per adult per night and USD 58.00 Net per child per night will be extended when dining at Cargo, Orientale and Decanter (adult only). Credit is not applicable for In Villa Dining, Private Dining and Whale Bar & Grill
- Credit can be used during the stay for either lunch or dinner at T.Pan (credit amount cannot be split between lunch and dinner). If the credit is used for lunch, dinner will be fully charged irrespective of the restaurant dined. T.Pan welcomes children for lunch and is adults only for dinner.
- Half Board Meal Plan is available throughout the contract period except Festive Season
- All guests sharing the same villa excluding children must be on the same meal plan, dinner Credit is not cumulative and cannot be transferred to another guest. Unused Dinner credit cannot be brought forward to another day or exchanged for cash value



SEAPLANE TRANSFERS

Arrival dates	Adults (12 Years and above)	Children (2 Years – 11.99 Years)	Infants Below 2 Years
Dec 23, 2023 to Dec 22, 2024	USD 808.00	USD 480.00	Complimentary

- Above rates are inclusive of 10% service charge & prevailing T-GST (Tourism Goods & Service Tax) at the time of booking
- Return seaplane transfer between Velana International Airport and the resort is operated in partnership with Trans Maldivian Airways (TMA).
- TMA provides seaplane transfers that operate during daylight hours only and usually fly between 6:00am and 4:00pm (local time).
- For arrival, we are able to arrange seaplane transfer for international flights landing at the airport at or before 03:30pm (timing is for when the flight lands not the scheduled landing time).
- For departure, we are able to arrange seaplane transfer for international flights departing from the airport at or after 09:00 am (local time).
- As per Aviation rules, seaplanes are operational only in daylight hours and hence any guests arriving on an international flight landing later than 03:30pm would require accommodation in the capital city, Male' or a nearby resort/hotel. Seaplane transfer will be arranged for the guests on the next day and any payment made for previous night will be charged as guarantee for Early Check-In.
- To arrange the seaplane transfer, please inform the resort at least 3 days in advance and provide the complete name of the guest(s) travelling along with the gender and age of the children, if any, and the arrival and departure details.
- The exact seaplane timings can only be confirmed one night prior to the scheduled arrival / departure as seaplanes are operated by a third party company that only prepares the schedule the evening prior to the arrival / departure to and from the resort which are also subject to change by the service provider.
- Our Airport Butler team will assist the guests to check in for seaplane transfer to the resort and escort them to 'The Great Room. The waiting time is approximately two hours from the time of check-in for the seaplane transfer and is dependent on airline operations and weather conditions.
- For shared seaplane transfer, occasionally the seaplane may stop at other destinations while en route to and from our beautiful island. The seaplane journey takes approximately 45 minutes per way.
- The maximum baggage allowance per person aged 2 years and above on the shared seaplane transfer is 30 kilograms including hand luggage. Excess baggage will be charged an additional USD 5.60 per person, per kilogram (subject to change according to the service provider).
- Please be advised that the linear dimension of any of the luggage pieces must not exceed 158 centimeters. Hand luggage will be limited to one small bag of 3 kg (small handbag/smallest size backpack/laptop bag).
- Seaplane transfers may be cancelled or delayed due to weather conditions or maintenance requirements.
- Cancellation of seaplane transfers on the day of arrival (other than for airline changes outside of the guest's control) or in the event of a no-show, 100% cancellation fee will incur on one-way seaplane transfer price.
- Please be advised that the resort is not responsible for any supplementary charges incurred due to seaplane transfer being cancelled by the service provider.
- Please note that neither The St. Regis Maldives Vommuli Resort nor Trans Maldivian Airways can be held responsible for the delay or cancellation of flights which occur due to severe weather conditions. Any additional costs involved in alternate accommodation or international flight rearrangements due to force majeure are to be borne by the guest.

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HONEYMOON AND ANNIVERSARY BENEFITS

Minimum 4 nights	Welcome in-villa amenities - a bottle of house Champagne, decadent chocolates and selection of tropical fruits
	A romantic bubble bath, drawn in the privacy of your villa by your St. Regis Butler.
	Enjoy a 45 minutes Blue Hole experience – one of the most expansive hydrotherapy pool in the Indian Ocean (shared experience)
Minimum 5 nights	A complimentary glass of signature Island Mary cocktail at Whale Bar
Minimum 7 nights	1 hour photo shoot around our resort by our professional photographer. 14 of your favorite images will be presented in a Portrait Album
Minimum 9 nights	An exquisite St Regis Maldives Vommuli gift

Terms and Conditions

- The benefits are applicable for honeymooners, should the date of stay fall within 12 months of the wedding date.
- The offer is available for anniversary celebrants should the date of anniversary fall within the duration of stay.
- A copy of the wedding certificate is required to avail the benefits for both honeymooners and anniversary celebrants.
- The benefits are combinable with all other offers and applicable for all villa/estate categories unless stated otherwise.
- The benefits are non-transferable to monetary value.
- The benefits are applicable for a minimum length of 4 nights.
- The date sequence for the benefits are interchangeable at the discretion of the management as per operational requirements.

BABYSITTING SERVICE

- Babysitting will be charged at USD 55.00 per hour between 09:00 hours and 23:00 hours, and USD 68.00 per hour between 23:00 hours and 09:00 hours.
- Above rates are inclusive of 10% Service Charge & prevailing T-GST (Tourism Goods & Service Tax)
- Guests are required to book baby-sitting services 24 hours in advance and they may do so via their personal butlers.
- Baby-sitting service is available in the guest villa as well as at Vommuli House. If babysitting services are required for more than 4 hours, for every consequent hour the baby sitter can avail one meal ordered from In-Villa Dining which will be charged to the guest
- For children below the age of 2 years we allow one babysitter per child. For children above the age of 2 years, one babysitter may take care of 2 children at a time.
- Rates are subject to changes without prior notice.



COMPLIMENTARY SERVICE

- Welcome bottle of House Champagne
- St. Regis Butler Service
- Watersports Activities: Snorkeling Set, Stand-up Paddle Board, Ocean Kayaks
- Scheduled Group Classes of Sunrise Yoga and Sunset Meditation
- Select Fitness Sessions
- Exercise Room
- Library
- Tennis Court
- Socialite Centre

RESERVATIONS

All bookings should be sent in writing to reservations department at reservations.vommuli@stregis.com. For inquiries, please contact Reservations at +960 676 6333. Rooms are based on availability at F.I.T rates only. You will receive written confirmation for your reservation and any voucher you provide to the client should only list all dates, room categories, any applicable packages and/or inclusions that have been confirmed to you. Please ensure to provide a copy of your company's travel voucher as to familiarize our welcome, reservation and finance department.

DRONE POLICY

For the privacy of all of our guests, the usage of drones within the premises of the resort is strictly prohibited.

FREE SELL

You and your B2B contractors may book rooms until such time as Hotel notifies you to cease booking rooms. All rooms must be booked and reported to Hotel daily on the day of booking by email.

- FREE SELL is with a cut off date of 7 days prior to arrival date.
- FREE SELL is not applicable for Cesar Balsa Villa, Knickerbocker Villa, Caroline Astor Estate and John Jacob Astor Estate.



DEPOSIT AND CANCELLATION POLICY

Season	Deposit	Cancellation
Low Season	100% deposit 14 days prior arrival	100% cancellation fee applicable within 14 days of arrival
High Season & Shoulder Season	100% deposit 30 days prior arrival	50% cancellation fee within 30 days of arrival 100% cancellation fee applicable within 15 days of arrival
Festive Season	25% deposit of the full invoice amount (inclusive of all mandatory supplements and transfer charges) at time of confirmation.	100% cancellation fee within 60 days prior to arrival
	Balance 75% full invoice amount (inclusive of all mandatory supplements and transfer charges) to be paid 60 days prior to arrival.	

- All changes or cancellation requests must be submitted in writing to our reservations department at reservations.vommuli@stregis.com
- Reservations are not cancelled until tour operator is in receipt of cancellation number.
- The Resort reserves the right not to provide exemptions from its cancellation policy for medical matters or any other unforeseen circumstances. To avoid disappointment, we recommend purchasing adequate travel insurance prior to confirming a reservation and accepting the terms & conditions of the Resort's cancellation policy.
- Early Departure: Guests who depart prior to confirmed departure date are not entitled to any refund for the remaining nights.
- Early departures or cancellations due to inclement weather conditions are fully chargeable.
- Date/name changes/reductions in length of stay are not accepted and will be considered as a cancellation, hence the booking will be cancelled and a new reservation must be made.
- The cancellation policy may be amended at the discretion of the hotel.
- All cancellation fees are applicable on Accommodation, Supplement charges, Transfer charges inclusive of a 10% Service Charge and 16% T-GST, or the prevailing rate at the time of booking.

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VILLA CONFIGURATIONS

Villa Category & Description	No. of Villas	Base Occupancy (including children)	Maximum Occupancy (including children)
Lagoon Overwater Villa with Pool 182sqm villa with floor-to-ceiling view and access to the lagoon, spacious terrace, 2 sunbeds, 4 hammocks, and 18sqm plunge pool	15	2 guests	3 guests
		1 King Bed	1 King Bed + 1 Extra Bed
Beach Villa with Pool 140sqm villa with direct access to the sandy white Maldivian beach, glistening blue lagoon, 2 sunbeds, outdoor shower and 16sqm private plunge pool	14	2 guests	3 guests
		1 King Bed	1 King Bed + 1 Extra Bed
Panoramic Ocean Overwater Villa with Pool 182sqm villa with floor-to-ceiling view, ultimate privacy, direct access to the house reef, spacious terrace, 2 sunbeds, 4 hammocks and 18sqm plunge pool	6	2 guests	3 guests
		1 King Bed	1 King Bed + 1 Extra Bed
Sunset Overwater Villa with Pool 182sqm with floor-to-ceiling view of the spectacular sunset over the Indian Ocean, access to the house reef, spacious terrace, 2 sunbeds, 4 hammocks and 18sqm plunge pool	14	2 guests	3 guests
		1 King Bed	1 King Bed + 1 Extra Bed
Lagoon Overwater St. Regis Suite with Pool 282sqm luxury and spacious one-bedroom overwater suite with direct access to the lagoon, large terrace, 2 sunbeds, 1 cabana, living room and 28sqm pool	3	2 guests	4 guests
		1 King Bed	1 King Bed + 1 Extra Bed + 1 Baby Cot
Panoramic Overwater St. Regis Suite with Pool 282sqm luxury and spacious one-bedroom overwater suite with unobstructed view of the Indian Ocean, access to the house reef, large terrace, 2 sunbeds, 1 cabana, living room and 28sqm pool	5	2 guests	4 guests
		1 King Bed	1 King Bed + 1 Extra Bed + 1 Baby Cot
Two-Bedroom Ocean Villa with Pool 334sqm on-land two-storied beachfront villa overlooking the ocean, spacious terrace on each floor, 4 sunbeds and 11sqm plunge pool	6	4 guests	5 guests
		1 King Bed & 2 Queen Beds	1 King Bed & 2 Queen Beds + 1 Extra Bed
Two-Bedroom Sunset Overwater Villa with Pool 334sqm two-storied villa over the water with views of splendid sunsets, spacious terrace on each floor, 4 sunbeds and 11sqm plunge pool.	6	4 guests	5 guests
		1 King Bed & 2 Queen Beds	1 King Bed & 2 Queen Beds + 1 Extra Bed

VILLAS ARE EQUIPPED WITH

The St Regis Signature Bed, custom made furnishings, private plunge pools, dual vanity basins, sun lounges, direct beach or lagoon access from all villas, Bang & Olufsen TV, Interactive Entertainment System, mini bar & wine fridge, coffee machine & tea making facilities, telephone, complimentary internet access, air conditioning, bath robes, hair dryers, iron & ironing boards.



PREMIUM VILLA CONFIGURATIONS

Villa Category & Description	No. of Villas	Base Occupancy (including children)	Maximum Occupancy (including children)
Knickerbocker Villa 531sqm bi-level beachfront villa with uncompromised privacy, impeccable ocean views, large sundeck, spacious terrace, living room, outdoor showers, kitchenette and an infinity pool enclosed by lush vegetation	1	4 guests	6 guests
		1 King Bed & 2 Queen Beds	1 King Bed & 2 Queen Beds + Extra Bed
	<i>1 single unit of accommodation for personnel at USD 83.00 per person per night including breakfast (inclusive of 27.6% of service charge and GST)</i>		
Cesar Balsa Villa 531sqm villa across two floors perched elegantly on white-sand beach offering unbarred view of the island's thriving lagoon, direct beach access, large sundeck, spacious terrace, living room, kitchenette, outdoor showers and an infinity pool	1	4 guests	6 guests
		1 King Bed & 2 Queen Beds	1 King Bed & 2 Queen Beds + Extra Bed
	<i>1 single unit of accommodation for personnel at USD 83.00 per person per night including breakfast (inclusive of 27.6% of service charge and GST)</i>		
Caroline Astor Estate 620sqm luxurious estate looking onto the pristine lagoon and palm fringed beach through towering floor-to-ceiling glass doors. Three-bedroom estate set on two floors with large sundeck, spacious terrace, outdoor showers, living room, kitchenette, a plunge pool and an infinity pool	1	6 guests	9 guests
		1 King Bed & 4 Queen Beds	1 King Bed & 4 Queen Beds + Extra Bed
	<i>1 single unit of accommodation for personnel at USD 83.00 per person per night including breakfast (inclusive of 27.6% of service charge and GST)</i>		
John Jacob Astor Estate 1,725sqm state of the art three-bedroom overwater estate set on two floors with panoramic 360 degree views of the Indian Ocean. Furnished with a private gym, three spa rooms, cinema, kitchenette, 2 plunge pools, an infinity pool and sand terrace with sunset view.	1	6 guests	10 guests
		1 King Bed & 4 Queen Beds	1 King Bed & 4 Queen Beds + Extra Bed
	<i>3 single units of accommodation for personnel at USD 83.00 per person per night including breakfast (inclusive of 27.6% of service charge and GST)</i>		

VILLAS ARE EQUIPPED WITH

The St Regis Signature Bed, custom made furnishings, private plunge pools, dual vanity basins, sun lounges, direct beach or lagoon access from all villas, Bang & Olufsen TV, Interactive Entertainment System, mini bar & wine fridge, coffee machine & tea making facilities, telephone, complimentary internet access, air conditioning, bath robes, hair dryers, iron & ironing boards.



TERMS

This Agreement is subject to all the terms and conditions set forth on the following page titled “FIT Yieldable Agreement Terms and Conditions”, the Marriott Standards and Guidelines for Online Marketing and the License to Use Marriott Content located on the website <https://www.marriottwholesalers.com> subject to change by Marriott from time to time (collectively, the “**Agreement**”). This Agreement constitutes the entire agreement between you and the Hotel and may not be amended or changed unless done so in writing and signed by you and the Hotel. The persons signing below agree that they are authorized representatives of the above indicated company and Hotel who have authority to enter into this Agreement. This Agreement will not be valid and enforceable until a signed copy is returned to the Hotel by you, and the term of the Agreement shall be for duration of contract period, subject to termination by Hotel at any time. For the avoidance of doubt, this Agreement hereby supersedes and replaces in its entirety any and all prior and contemporaneous oral and written agreements related to information about the Hotel, including bookings, express or implied, between you, your channels, your B2B contractors and the Hotel, as of that date.

RATES AND YIELDABILITY

Yieldable Net Rates are current as of the date of the Agreement and subject to change. Rates and availability are subject to Hotel’s blackout dates, available upon request. Hotel reserves the right to increase or decrease rates. Hotel reserves the right to increase, decrease or cease making guest rooms available at any time; this applies to free sell, on request, or any other method that the Hotel chooses to make rooms available to you, your Channels or your B2B contractors. Prior notice will be given to you of any rate or availability changes. Any reservation(s) made prior to a rate or availability change as detailed must be reported and confirmed to the Hotel within 24 hours of the rate of availability change notification. Hotel has no obligation to honor any reservation(s) that are reported outside the 24 hour timeframe. Withholding booked rooms, holding rooms without a confirmed booking, or other such behavior to take advantage of rate or availability changes will be considered a material breach of this Agreement which, without limiting any of Hotel’s other rights, shall entitle Hotel to terminate this Agreement.

All rates are net non-commissionable inclusive of all applicable taxes (currently, tax rates are: 10% of service charge & 16% of T-GST; Green Tax USD 6/ person/ night). The percentages specified are subject to change by government regulation and may be payable by you on the margin applied to the guest rooms over and above the room rate and subject to other terms and conditions of the applicable rate plan. Guests will not receive points for Marriott’s or Starwood’s loyalty program for reservations and bookings made through your service.



PAYMENT INFORMATION

St. Regis Maldives Vommuli Resort requires all confirmed bookings to be pre-paid as per the cancellation policy by USD currency wire transfer. Should delinquency in payment occur, St. Regis Maldives Vommuli Resort reserves the right to cancel the booking. Should you have credit facilities established with St. Regis Maldives Vommuli Resort, all invoices, including master account and cancellation/no show charges are due and payable 30 days after client departure date.

If you would like to establish credit facilities, please contact Laura Purba, Credit Manager at Laura.Purba@stregis.com

In the event of a disputed charge, the balance due less disputed amount will be paid while St. Regis Maldives Vommuli Resort is reviewing the disputed item. Use of credit card for any portion of payment or deposit will incur a payment processing fee of 3% against full amount of the payment (including Service Charge and T-GST at the prevailing rate). This fee will be invoiced and then charged at time of payment. Accepted credit cards at the resort are: American Express, Visa and MasterCard.

BANK ACCOUNT DETAILS

Account Name	SAS CAPITAL PVT LTD
Account Number	7730000553240
SWIFT Code	MALBMVMV
Bank Name	Bank of Maldives /Main Branch
Bank Address	6th Floor ,Unit 6-A,Faamudheriya Building , Orchid Magu Male', Republic of Maldives
Contact Person	Laura Purba, Credit Manager Laura.Purba@stregis.com Phone: +960 676 6333 Mob: +960 730 1641



F.I.T. YIELDABLE AGREEMENT TERMS AND CONDITIONS

BOOKING REQUIREMENTS

All bookings are subject to Hotel's standard booking requirements, available upon request, including early departure fees, cancellation policies, check-in and checkout times and baggage handling fees.

BILLING PRIVILEGES

You must fully prepay for all bookings at Hotel booked by guests through you, your Channels and your B2B contractors, unless, upon application and review by the Hotel, the Hotel elects to extend alternative billing privileges to you.

PAYMENTS FROM GUESTS

The services payable by the you shall be those specified in the reservation document forwarded to the resort. Unless otherwise instructed in writing by the you, your Client shall be responsible for payment of all incidental charges incurred during the stay upon check out.

- All guests are required to provide credit card upon check in at the resort as guarantee for incidentals.
- In the absence of approved credit arrangements with the Resort, you will prepay all bookings prior to the client's arrival.

HOTEL INFORMATION

All Hotel information provided to you by the Hotel must be reproduced without changes. You must provide the Hotel with copies of any distributed content at points of sale upon request. You shall not display other third party rate plans or other information for the Hotel including wholesale and other third party affiliated rate plans and information. "Your Channel(s)" means, except as disapproved by Marriott or Hotel in their sole and absolute discretion from time to time, collectively, any mechanism (e.g., websites, xml feeds or call centers), in each case owned or operated by you or one of your affiliates or contracted companies, through which you market either the Rooms to your B2B contractors or Dynamic Packages directly for booking by Hotel guests. "Your B2B contractor(s)" means, except as disapproved by Marriott or Hotel in their sole and absolute discretion from time to time, travel companies, such as tour operators, wholesalers, inbound operators, or destination management companies who primarily operate in off-line distribution channels, and whether under your management or control, or with which you have in place a written agreement, makes guest rooms at hotels either managed, franchised or licensed by Marriott available for booking by Hotel guests pursuant to the terms of this Agreement. All terms and conditions of this Agreement applicable to you shall apply directly and in full to your Channels and your B2B contractors.

RATES VALID FOR OPAQUE PACKAGED TRAVEL ONLY

All rates quoted herein are applicable to FIT leisure packaged travel. The rates quoted in this Agreement are only for you to facilitate the booking by individual transient leisure travel guests of opaque packaged, individual rates by the wholesaler or tour operator, not for business travel or group travel-oriented channels. You are not authorized to release these rates to any other individual or entity, including but not limited to, internet booking/electronic distribution systems, except as and to the extent specifically authorized by Marriott or the Hotel from time to time and subject to their sole and absolute discretion to terminate with immediate effect any prior authorizations. You may not offer these rates as room-only / unbundled bookings in any manner (e.g. room tax and/or fees listed separately). Package components must be booked concurrently with the room booking, and the prices for each of the package components (hotel room, airfare and/or car rental) shall not be itemized for, disclosed to or discernible by the guest at any time (including but not limited to billing statements) and you must not provide functionality which would permit guests to strip the package down to view Hotel room rates separately at any time. Furthermore, you agree to indemnify Hotel for any loss or damage arising from your breach of this Section.

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YOUR OBLIGATIONS

You will, and will cause your Channels and your B2B contractors, to make Marriott guest rooms available to the end-user guest only as part of a bundle or package, meaning coupled with at least one other substantial travel component of material value, such as airfare, or overnight cruise. For the avoidance of doubt, under no circumstances may guest rooms made available through the Agreement be booked by guests through your Channels or your B2B contractors on a retail website in a room-only or unbundled manner.

You will not, and will not permit any of your Channels or B2B contractors to;

- a) make Marriott guest rooms available to the end-user guest as an unpackaged, room-only product;
- b) market Marriott guest rooms as an unpackaged, room-only product on on-line (e.g., internet based) channels, or any other interactive channels including mobile devices that the end-user guest can access, this includes but is not limited to Online Travel Agents, Opaque Sites, Group Buying, Flash Sales, Social Commerce and Daily Deals sites and applications;
- c) make Marriott guest rooms available through any GDS;
- d) disclose to the end-user guest the rate at which Marriott provided you the guest room for booking by the guest;
- e) Make any false, misleading or deceptive claims that it offers specially discounted rates on Marriott inventory, or advertise that it has the lowest price available, substantial discounts, online exclusive rates, exclusive savings, or comparable statements for Marriott guest room inventory.
- f) Except for B2B contractors, you may not transfer or assign rates provided in this Agreement to any company or organization. You may not transfer or assign this Agreement or the right to any payments due hereunder.

EXCEPTIONS

Within 24 hours of identifying an Exception (defined below) or of being notified by Hotel or Marriott of an Exception, while you work diligently to resolve the Exception; you shall immediately suspend further access to any rooms by your Channels or your B2B contractors involved in the Exception until it is resolved. The Hotel may immediately suspend your access to any rates at the time any Exception is identified and you are notified. If the Exception remains unresolved after 2 days of notification, or is not resolved to Marriott's satisfaction within the time period, you must cease making the property and room information and/or room prices of Hotel available to your Channels or your B2B contractors. If the Exception remains still unresolved after 4 days of you being notified by Hotel, Hotel shall be entitled to treat this as a material breach of this Agreement which, without limiting any of Hotel's other rights, shall entitle Hotel to terminate this Agreement without incurring any liability to you for contracted rooms or rates.

For purposes of this Section, "Exception" shall mean if any of the following are applicable to any of your Channels or any of your B2B contractors: (i) your Channel or your B2B contractor is marketing or permitting bookings, or has control over an entity that is marketing or permitting bookings, of the Hotel's rooms in a manner that is inconsistent with the terms of this Agreement, (ii) your Channel or your B2B contractor is, in the reasonable opinion of Marriott, detrimental to Marriott's brand or image, including but not limited to displaying any information, images or their content which Marriott reasonably believes are defamatory, or libelous, lewd, pornographic, or obscene, or promote violence, or contain hate speech, or (iii) your Channel or your B2B contractor conducts business in a manner that is inconsistent with Marriott's business model (e.g., such Channel or B2B contractor is a flash sales site, group buying site, or offers rooms in violation of the requirements of sections 2.4-2.7 or other site engaging in practices that violate Marriott's official channel standards), and/or (iv) your Channel or your B2B contractor is engaging in activities or practices that are the subject of a good faith dispute between such Channel or B2B contractor and Marriott or the Hotel with respect to the display of rooms on such Channel or B2B contractor, or use of intellectual property (v) sells, resells, books or facilitates the booking of rooms in violation of any terms in this Agreement.

Hotel reserves the right to recover any and all Hotel and Marriott policy expenses from you in the event of an Exception, or Look No Further® approved claim which demonstrates you, your Channels or your B2B contractors as a source of the Exception.

This includes the rate adjustment plus \$200USD administrative fee per approved Exception, or Look No Further® claim, to be paid by you to the Hotel within ten (10) business days of the Hotel's invoice.

Initials: _____



CONFIRMATION

You will provide, in accordance with all applicable laws and privacy policies, confirmation of Travel Package details to guests. Such confirmation shall provide guests with the name, brand affiliation, precise location and telephone number of the Hotel.

REVENUE AND TAXES

For guest rooms booked by guests through you, your channels or your B2B contractors at rates provided through this Agreement, you will pay the Hotel an amount equal to 100% of the rate mentioned in the reservation document plus any applicable taxes and other charges (the "Standard Room Charge"). As between you and the Hotel, you will retain all amounts by which the price of a Travel Package exceeds the Standard Room Charge (the "Guest Price"). You will be solely responsible for, and will timely remit to the proper taxing authorities, any and all taxes, duties, charges and governmental fees that are applicable to the difference between the Guest Price and the Standard Room Charge.

DISCLOSURE

You must, and must take commercially reasonable steps to ensure that your Channels and your B2B contractors: (a) advise all guests that they are responsible for payment of all charges over and above the Standard Room Charge (e.g., internet access); and (b) clearly and conspicuously disclose to guests in advance of booking all state and local taxes and all automatic or mandatory charges (e.g., resort charges) specified by the Hotel, so as to ensure affirmative, knowing consent by the guest to such fees prior to purchase.

COMPLIANCE WITH LAWS

You will comply with all applicable foreign and domestic laws, codes, regulations, ordinances and rules with respect to your obligations under this Agreement and the services to be provided by you hereunder, including but not limited to any laws and regulations governing package and tour travel operators/organizers. You represent, warrant and agree that you are currently and will continue to be for the term of this Agreement, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulator requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

PERSONAL DATA

Each party acts as an independent controller with respect to its processing of personal data in connection with this Agreement. Each party will comply with its respective obligations under applicable data protection laws with respect to its processing of such personal data. To the extent that either party provides personal data to the other party pursuant to this Agreement, the party supplying the personal data confirms that it has consent or another legal basis to provide the personal data to the receiving party and for the receiving party to process the personal data consistent with this Agreement, and in accordance with its applicable privacy policy. For clarity, nothing in this Agreement limits a party's ability to use an individual's personal data to the extent directed by, consented to or requested by such individual.

INSURANCE

You must procure, maintain and keep in full force and effect during the term of the Agreement adequate insurance coverage (including public liability or commercial general liability insurance and property) as required by law, with a reputable company, including insurance coverage as required under applicable Marriott standards as Hotel may notify you from time to time.

Initials: _____



DISPUTE RESOLUTION

The parties agree that any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration before JAMS/ENDISPUTE® or the American Arbitration Association in the state and city in which the Hotel is located or the closest available location; provided, however, a dispute relating to infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state, province or country in which the Hotel is located will be the governing law, and any arbitration award will be enforceable in that state’s, province’s or federal court.

RELOCATED CUSTOMERS

Hotel will follow its customary relocation policy in regard to Customers. It is standard practice when relocating a customer, to refer the customer to a comparable Marriott affiliated hotel in the area or a hotel of another brand in the area with comparable standards of hospitality.

TERMINATION

- a) Either party may terminate this Agreement at any time upon 30 days’ written notice to the other party.
- b) Hotel reserves the right to cancel any booking made in breach of the Agreement.
- c) Any breach by you of obligations under Your Obligations will be a material breach of the Agreement, resulting in an immediate suspension or termination of the Agreement, as solely determined by Hotel in its reasonable judgement. You shall inform Hotel of any violations of the Agreement of which you become aware.
- d) Upon termination of the Agreement, Hotel and you will continue to honor the terms of the Agreement with respect to any booking made prior to the termination date for dates following the termination date, unless termination occurred due to a monetary breach.

FORCE MAJEURE

If acts of God or government authorities, natural disasters, or other emergencies beyond a party’s reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

NOTICE

Any notice required or permitted by the terms of this Agreement must be in writing.

ACCEPTED AND AGREED TO:

The St Regis Maldives Vommuli Resort	Partner
Luis Teixeira Director of Sales Date:	By: _____ [signature] Name: Title: Date:
Helen Malmren Director of Sales & Marketing Date:	