

THE FULLERTON BAY HOTEL

SINGAPORE

30 October 2023

Ms Alessandra Girardi
Nuba – Net Rates Director
NUBA Expediciones S.L.
96 Serrano
Madrid
Spain 28006

Dear Ms Girardi,

WHOLESALE CONTRACT RATES

We are pleased to forward the enclosed wholesale contract rate agreement for the new season for your kind consideration.

We would appreciate if you could sign and return one copy as official acceptance of our rates. Meanwhile, if I may assist with your queries, I can be reached at (65) 6877 8020. Alternatively, I could be reached via facsimile at (65) 6877 8010 or email at joan.abugan@fullertonhotels.com.

Thank you once again and we look forward to your continued support in **2024 / 2025**.

Yours sincerely



Joan Abugan
Assistant Director of Sales

Encls.

THE FULLERTON BAY HOTEL

SINGAPORE

OFFICIAL CONTRACT

This revised AGREEMENT made on 30 October 2023 between **PRECIOUS QUAY PTE LTD** trading as “**THE FULLERTON BAY HOTEL SINGAPORE**” (hereinafter called "the Hotel") and “**NUBA EXPEDICIONES S.L.**” (hereinafter called "the Travel Agency").

Contact Person : Alessandra Girardi
Address : 9 Serrano
Madrid
Spain 28006
Telephone Number : +34 917454745
Email Address : alessandra.girardi@nuba.net
The Market : **All Markets (Except China)**

NOW THE PARTIES HERETO AGREE as follows:

(1) HEADINGS

In this Agreement the headings are for convenience only.

(2) CONSIDERATION

In consideration of the Hotel appointing the Travel Agency to act on its behalf to sell rooms and services of the Hotel in the Market as hereinafter defined on the terms and conditions as hereinafter set out the Hotel agrees that the various rates as set out in Clause 4 hereof shall be those as apply and are charged to the Travel Agency and that it shall pay commission only if applicable to the Travel Agency also as set out below.

(3) DURATION

This Agreement shall have effect from **01 April 2024 to 31 March 2025** but shall be terminable forthwith on the happening of any of the events set out in Clause 15 hereof whereupon the obligation of the Hotel to pay any commission if applicable due but not paid shall forthwith terminate.

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(4) HOTEL RATES

(A) ROOM RATE (IN SIN\$)

Valid from : **01 April 2024 to 31 March 2025**

Business Origin/Market Source : **All Markets (Except China)**

HOTEL ROOM RATE Inclusive of Daily Breakfast at La Brasserie	FIT (Sgl/Twn) (Monday to Sunday)
Deluxe Room	S\$720.00nett
Premier Room	S\$830.00nett
Bay View Room	S\$1,030.00nett
Extra Bed with Daily Breakfast	S\$150.00nett
Commission	Non-commissionable
10% Service Charge & Prevailing Government Taxes	Inclusive

BLACK OUT DATES:

- Rotary Period – 25 to 28 May 2024 (Both dates inclusive)
- F1 Singapore Grand Prix Period – 19 to 22 September 2024 (Both dates inclusive)

Surcharge on Peak Dates for Deluxe Room only

- National Day (09 August 2024): S\$160nett surcharge per room
- Christmas (24, 25 December 2024): S\$160nett surcharge per room
- New Year's Eve, 31 December 2024: S\$260nett surcharge per room. Minimum 2 nights' stay required during this period.
- Chinese New Year (29 and 30 January 2025): S\$160nett surcharge per room
- Cancellation policy on peak dates: 30 days prior to arrival date

Best Available Rate (BAR) applies to Premier Rooms and Bay View Rooms during the peak dates identified above.

Commission

The Hotel will accord **15% commission (before taxes)** for bookings made with Best Available Rates or with packages from the brand website.

...3/-

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The above room rates will be valid only if the Hotel is featured in the Travel Agency's printed or electronic program distributed in the above indicated Market.

Notwithstanding anything herein contained to the contrary, the rates quoted herein are subject to the right of the Hotel to change or vary by giving no less than 21 days' notice to the Travel Agency.

(B) OTHER CHARGES (IN SIN\$)

Valid from : **01 April 2024 to 31 March 2025**

Luggage handling charges : **Complimentary**
(In or Out)

(C) CHILD POLICY

The Fullerton Bay Hotel Singapore's Family Plan provides children aged 11 years and under, a complimentary extra bed when staying in the same room as their parents.

Children above 11 years will pay the extra person surcharge of **S\$150.00nett** per night for an extra bed with International Buffet Breakfast at La Brasserie

Children ages 6 to 11 years old will pay **S\$26.00nett** for International Buffet Breakfast at La Brasserie per day. Those ages 5 years old and below dine free.

(D) VALUE ADD FOR 3 NIGHTS STAYS

For a booking of **3 (three) consecutive nights**, guests are entitled to **SGD80nett dining credit per room per stay**. Dining credit is not convertible to cash and must be utilized during the stay. Valid for in-room dining and for use at hotel-owned Food & Beverage outlets (reservations are subject to availability). The dining credit will not apply during major blackout dates (e.g. Christmas Day Brunch, New Year's Eve Dinner menu). During such periods, credit may apply to a la carte menu, if available.

(5) **RATES CLASSIFICATION**

The rates shown in Clause 4 shall apply to the following categories of Hotel guests:

(A) FULL RATE FIT

Frequent Independent Traveller - guest with a reservation of an individual traveller on business or leisure paying published rate upon departure and is commissionable at 10% to the Travel Agency if the Travel Agency is involved in the booking.

...4/-

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(B) AD HOC GROUP RATES

An "Ad Hoc" group is a non-repetitive reservation of a minimum of 7 rooms travelling together with same arrival and departure dates but not on a regular schedule.

If the size of an Ad Hoc Group is reduced to less than 7 rooms, the Hotel reserves the absolute right to nullify *the rates quoted herein to* and henceforth charge at an appropriate rate, as determined by the booking situation.

The same will apply if the business origin/market source of the guest does not correspond with the one(s) specified and the contract.

Ad Hoc Rates if not specified herein will always be quoted upon individual request.

(C) IT RATES

Independent Traveller promoted via a printed or electronic program on an inclusive tour and checks in with a voucher.

IT rates are to be packaged with airfares and transfers and sold to bonafide overseas individual leisure travellers for and on behalf of and through overseas principals.

(D) CONDITIONS IN RESPECT OF RATES

- (i) Series and Ad Hoc Group rates are applicable to a minimum of 7 rooms regardless of single or twin-share occupancy. They are **not** valid for incentives, trade shows, exhibitions, corporate/commercial, public organization and association meetings/conference, both locally in Singapore and internationally.
- (ii) Application of contracted rates for additional bookings over and above the contracted room allotment will be at the Hotel's discretion, based on booking status and written confirmation by the Hotel prior to arrival. Hotel reserves the right to charge additional bookings at published rates.
- (iii) Room rates are applicable to bonafide overseas leisure visitors only. The Hotel reserves the right to terminate this agreement/contract without prior notice if and when these conditions are not respected

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- (iv) Room rates are applicable on the Travel Agency's company's account only. Should the guest be paying on own account, regular published rate will be applied. The aforesaid special contract rates are only for **the Market** business origin/market source and IT printed program, but **not applicable** directly to local **Singapore based consumer retail agencies or any corporate/commercial accounts**.
- (v) The Travel Agency strictly undertakes not to sell or assign any room/meal reservation or allocation to any third party or disclose the rates quoted by the Hotel to any party whatsoever, whether directly or indirectly (including, without limitation, through print, the internet and other web channels)
- (vi) All **contracted rates** are **not valid** for **residents of Singapore** or **Singapore based corporate/commercial accounts**. All selling rates in all of the Tour Operator's advertisement, both local **Singapore based** and overseas media should not reflect rates lower than the contracted rates issued in this contract.
- (vii) Wholesale contract rates are net, non-commissionable, per room, per night and will be quoted in Singapore Dollars (SGD), unless otherwise indicated. No commission shall be due or payable by The Fullerton Bay Hotel Singapore in connection with the booking or consumption of room hereunder.
 - a. The wholesale contract rates may be offered to consumers strictly for leisure business, and **must be marked-up** and distributed by a part of a packaged travel product that is, at a minimum, a combination of a room and either airfare or an overnight cruise ("Travel Package"). In **no event shall wholesale contract rates be sold as a property-only product**. Wholesale contract rates are not applicable for the booking of business travel groups, specific departure programs and tour series, which must be negotiated through The Fullerton Bay Hotel Singapore Sales Office directly.
 - b. If your agency is acting as a "Receptive Wholesaler," and is solely distributing room inventory to non-consumer clients who in turn market and distribute such inventory to consumers as part of Travel Packages, your agency may provide wholesale contract rates to such non-consumer clients so long as:

The posted rate reflects a mark-up from the wholesale contract rates; and your agency will disclose to the non-consumer client that it cannot sell such rooms unbundled from a Travel Package, and if your agency or any of your non-consumer client is found to be in violation of the above stated, The Fullerton Hotel Singapore reserves the right to cease all collaboration your agency and reject any current and future reservations from your end.

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(6) HOTEL VOUCHER

Failure to present a valid Hotel voucher prior to or upon guest's arrival will result in the charging of the published rate to the guest's account to be settled upon departure by the guest, unless otherwise advised by the Travel Agency that no voucher is necessary for the booking.

(7) CHECK IN/CHECK OUT TIME

The Hotel check in time is 1500 hours; check out time is prior to 1200 hours. Requests for early check in will be subject to availability, however to guarantee early check in, the room must be reserved for the night prior to the guest's arrival.

Request for late check-out is subject to availability. Late check-out rate until 1800 Hours will be based on **50% of the contract rate.**

(8) ROOMING LIST

For IT booking, rooming list must be received by the Hotel from the Travel Agency upon placing the reservation. No reservation will be taken without advice of guest name. Each guest name can only be used to reserve one room. Any adjustment of guest name will be considered as new booking and subject to space availability.

For Group booking, one night deposit and rooming list must be received by the Hotel from the Travel Agency **30 days** prior to arrival date specified in the original block booking by the Travel Agency. If the Travel Agency has not confirmed definite use of the rooms by the said date, bookings for all such rooms for the periods, specified in the original block booking shall be deemed to have been cancelled by the Travel Agency.

Any rooms not guaranteed by deposits or such other security shall, not be reserved for the Travel Agency and shall be released for use by the Hotel ,at the sole discretion of the Hotel

(9) BOOKING PROCEDURES

An official reservation order should be sent to the Hotel, once a verbal confirmation is made. This can be effected in a form of:-

- a valid hotel voucher
- a reservation order
- a fax
- an email

Should there be any failure of the above, our published rates would then be charged to guests directly.

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(10) TAX & SERVICE CHARGE

The Hotel reserves the right to adjust rates agreed within the contract period in the event of any tax alteration by the Government and/or service charge amendment.

(11) EARLY ARRIVAL AND EXTENSION OF STAY

Group/IT rates for early arrival and extension of stay will only apply on a space available basis and if the Reservation Order is received directly from the Travel Agency.

Should the guest arrives early or extend and the Hotel is not in receipt of a Reservation Order from the Travel Agency, the Hotel reserves the right to charge the full published tariff.

(12) GUARANTEE POLICY

Non-guaranteed reservations will be released 3 days prior to the day of check-in. For guaranteed reservations, a one-night room rate will be levied in the event of a cancellation made less than **72 hours** prior to the day of check-in or no-show on the day of arrival.

(13) PENALTY FOR CANCELLATION AND NO-SHOW

For IT bookings, cancellation made with less than **72 hours'** prior notice to guests' arrival or no-shows will be subject to a one-night room charge.

Should the Hotel receive the cancellation notice within thirty (30) days of groups' arrival; one night's cancellation charge will be required. A full period cancellation charge will be required if cancellation notice is received within fourteen (14) days of groups' arrival.

(14) TERMINATION

The Hotel shall have the absolute right at any time by giving notice in writing to the Travel Agency to terminate this Agreement forthwith in any of the following events:

- (A) If the Travel Agency commits a breach of any of the terms or conditions of this Agreement;
- (B) If the Travel Agency enters into bankruptcy of liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction) or compounds with its or their creditors or take or suffer any similar action in consequence of debt or is served with notice of relating to Bankruptcy of Liquidation proceedings or if execution is levied against any of the assets of the Travel Agency;
- (C) If the Hotel cannot operate properly or at all due to fire, storm, typhoon, earthquake or war, explosion, bombing, civil commotion, riot, disturbance or political unrest or any other circumstance(s), event(s) or condition(s) beyond its control or its licence to run as a Hotel is revoked, cancelled or suspended;

...8/-

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- (D) Upon any change in the composition or (in the case of a company) ownership of the Travel Agency.
- (E) Upon the Travel Agency sub-selling pre-booked rooms to any third party other than a bonafide guest.
- (F) Upon the Travel Agency misusing any of the information on guests of the Hotel to compile mailing or other lists or to change corporate travellers as any other category under Clause 6 above.
- (G) If the Travel Agency **circulates contract rates** to **corporate/commercial firms** or **sub contracts to other agencies** or tour operators.
- (H) The **IT** or **Group contract rates** contained within this agreement **be sold directly to the public** or to **local Singapore-based commercial companies** and not through packaged programs or authorized travel companies.
- (I) Upon the giving of less than 14 days' notice in writing by the Hotel to the Travel Agency with no costs and compensation to the Travel Agency.

(15) MATERIALIZATION AND PRODUCTION REVIEW

- (A) The Hotel reserves the right to review quarterly the actual utilization of rooms against original reservations and/or allotment during the period of this Agreement.
- (B) The Hotel reserves the right to adjust the rooms originally agreed upon, based on the materialization reflected in the review.
- (C) The Hotel may withdraw the contract rates in any cases where the actual production is below 60% of the original reservations and/or allotment.

(16) SETTLEMENT OF ACCOUNT

Full payment must be settled within 30 days upon receipt of hotel official invoice. However, should the total outstanding balance exceeds our mutually agreed credit limit, the exceeded amount is payable immediately upon demand.

In the absence of manifest error such statement shall be conclusive as to the amounts and the items in respect of which payment is due from the Travel Agency to the Hotel.

(17) SMOKE-FREE HOTEL

We are committed to providing a smoke-free environment in the interest of the health and well-being of our guests and employees. Smoking is not permitted in our guest rooms, suites or public spaces.

...9/-

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(18) CONFIDENTIALITY

All information contained within this Agreement is private and confidential and may not be disclosed to a third party for any reason or purpose.

(19) This Agreement is subject to the laws of Singapore and the parties hereto agree to submit to the non-exclusive jurisdiction of the Courts of Singapore.

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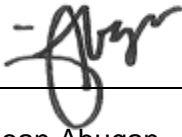
IN WITNESS whereof the parties of their authorized representatives have hereunto set their hands the day and year first above written.

Contact persons : 1) Joan Abugan (Assistant Director of Sales)
2) Christine Ng (Director of Business Development)

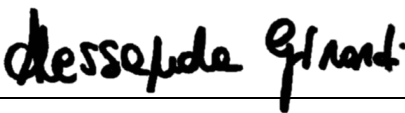
Toll-free direct reservation numbers:

Tel : (65) 6733 8388
Fax : (65) 6735 8388
E-mail : fbh.reservations@fullertonhotels.com

For and on behalf of
THE FULLERTON BAY HOTEL SINGAPORE

Signature	: <u></u>	Signature	: <u></u>
Name	: <u>Christine Ng</u>	Name	: <u>Joan Abugan</u>
Title	: <u>Director of Business Development</u>	Title	: <u>Assistant Director of Sales</u>
Date	: <u>30 October 2023</u>	Date	: <u>30 October 2023</u>

Agreed & Accepted by

Signature : 
Name : Alessandra Girardi
Title : Product Director
Company Stamp : _____
Date : 30 October 2023