



RATE AGREEMENT

This agreement is made between

A) Phum Baitang (Cambodia) Co., Ltd
(the “Resort”)
Neelka Way, Svay Dangcum
17252 Siem Reap
Kingdom of Cambodia
Tel: +855 63 961 111

B) NUBA Expediciones
(the “Tour Operator”)
Calle Serrano, 165
28002 Madrid
Spain
Tel: +34 917 454 747

Date of issue: 15 February 2024

Validity: 1 November 2024 until 31 October 2025
Valid also for Nuba Mexico and Nuba USA

1. **Room rates:** Valid for all markets

Currency: US Dollars

Room type	High Season 1 Nov 2024 – 19 Dec 2024 7 Jan 2025 – 31 Mar 2025	Peak Season 20 Dec 2024 – 6 Jan 2025	Low Season 1 Apr 2025 – 30 Jun 2025 1 Sep 2025 – 31 Oct 2025	Summer Season 1 Jul 2025 – 31 Aug 2025
Terrace Villa	550	790	320	350
Pool Villa	695	945	435	455

- Room rates quoted in US Dollars, per room, per night, for single or double occupancy
- Room rates are non-commissionable
- Room rates are inclusive of 10% government tax, 2% city tax and 10% service charge
- Room rates are inclusive of breakfast
- Above rates are applicable for FIT bookings up to 6 rooms only. For enquiries above 6 rooms please contact reservations for a tailor-made proposal

Minimum length of stay:

In Peak Season a minimum length of stay of 3 consecutive nights is required. Check-out on 31 Dec 2024 is not permitted.

4. Meal rates

Meal	Rate
Breakfast	Included in the room rate
Half Board supplement (lunch or dinner)	USD 80.00
Full Board supplement (lunch and dinner)	USD 130.00
Non-compulsory gala dinner 24 Dec 2024	USD 130.00
Compulsory gala dinner 31 Dec 2024	USD 250.00
Children 0 < 4 years	Free of charge
Children 4 < 12 years	50% discount on meal rates

- The non-compulsory gala dinner on 24 December must be pre-booked with minimum 8 days notice
- Meal rates are per person, non-commissionable and inclusive of applicable taxes and 10% service charge
- Half Board refers to lunch or dinner, Full Board refers to lunch and dinner
- Half Board and Full Board includes à la carte and tasting menus at both restaurants without restrictions
- All meal rates are exclusive of beverages

5. Special offers & amenities

5.1. Special offers

Combination offer: All bookings combining minimum 3 nights at Zannier Hotels Phum Baitang with minimum 3 nights at Zannier Hotels Bâi San Hô (Vietnam) receive 10% off contract rate at both hotels. Stays must fall entirely within 14 days.
Valid: Year-round. Combinable with every other special offer.

Stay-7 value-add: All bookings of minimum 7 nights stay receive a complimentary one-time Khmer set dinner for two at Bay Phsar restaurant (food only)
Valid: Year-round

Long-stay offer: 20% discount for minimum 4 nights stay
Valid: Year-round except peak season

Early-bird offer: For bookings received up to 90 days prior to arrival: 10% discount on room rate
Valid: Year-round except peak season

- The early-bird offer is NOT combinable with the long stay offer
- The early-bird offer is combinable with the Stay-7 value-add
- None of the discounts offered is valid for payments for early check-in or late check-out
- All special offers are valid on the room rate only and do not apply for extra child charges
- The offers are only valid for stays falling entirely into the validity period, for overlapping periods the offers do not apply

5.2. Amenities

Honeymoon amenities (for bookings of minimum 3 consecutive nights stay):

- A note from the General Manager
- A bouquet of lotus flowers
- A honeymoon cake in-Villa
- One complimentary Signature Cocktail in the Sunset Lounge per person per stay

Honeymoon amenities (for bookings of minimum 4 consecutive nights stay):

- All honeymoon amenities listed above
- One complimentary Khmer set dinner for 2 at Bay Phsar restaurant (food only)

- Valid year-round
- The honeymoon amenities are combinable with any other offer except the long-stay offer
- A copy of marriage certificate not older than 6 months is required

6. Payments

6.1. Prepayment

Low and summer season	Full prepayment 7 days prior to arrival
High season	Full prepayment 14 days prior to arrival
Peak season	30% deposit to confirm a reservation 70% balance payment 14 days prior to arrival

- The 30% deposit for peak season bookings is refundable in line with our cancellation policy
- Credit facility does not apply for bookings in peak season

Prepayment procedure

- If credit arrangements have not been confirmed, full prepayment must be received by the Resort via payment link, credit card payment or bank transfer prior to guest arrival as per the above.
- In case of failure of compliance with the set prepayment terms, the Resort reserves the right to cancel the respective bookings or to collect the outstanding payment from the guest at published rates.
- Payment must include room accommodation and inclusive meal plans (if any).
- The Resort reserves the right to release all rooms not guaranteed by payment within the time limits stated unless separate written arrangements have been agreed on between the Resort and the Tour Operator.
- All bank charges will be borne by the Tour Operator.
- Above payment policy does not apply for groups of 6 or more rooms. For such requests, a separate proposal with group rates, terms & conditions will be issued.

Bank details

Option 1)

Account holder: Phum Baitang (Cambodia) Co., Ltd
Account number: 00004-02-000252-00
Bank name: May Bank (Cambodia) Plc.
Bank address: Sivutha Street, Mondul 2 Village, Sangkat Svay Dangkum, Siem Reap, Cambodia
Swift code: MBBEKHPP

Option 2)

Account holder: Phum Baitang (Cambodia) Co., Ltd
Account number: 003 818 439
Bank name: Advanced Bank of Asia
Bank address: Charles De Gaulle Blvd, Mondul 3 Village, Sangkat Slakram, Siem Reap, Cambodia
Swift code: ABAKHPP

6.2. Credit facility

- If credit facilities have been established, the rates on this contract are conditional on payment received by the Resort not later than 30 days from the date of invoice.
- Where credit facilities have been approved and there is a failure to effect payment of any outstanding amount within the credit period, the Resort reserves the right to withdraw the credit facility and refuse any new bookings on a credit basis until all outstanding accounts are settled.
- At its option, the Resort may also cancel the Tour Operator's credit privileges.
- Invoicing will be in the currency of the contract.
- In addition, where accounts are not paid within 30 days after the billing date, a 2% per month late payment charge will be assessed. In the event of a dispute of charges, the balance due less the disputed amount is to be paid while the disputed item is reviewed with the Resort.
- Credit facility does not apply for peak season bookings or group bookings

7. Cancellation charges

Standard policy:

Low and summer season

Up to 7 days prior to arrival	No charge
6 - 4 days prior to arrival	1 night charge
3 - 1 day prior to arrival	50% charge of total reservation amount
Same day cancellation, no-show or early departure	100% charge of total reservation amount

High season

Up to 14 days prior to arrival	No charge
13 - 7 days prior to arrival	1 night charge
6 - 3 days prior to arrival	50% charge of total reservation amount
2 - 1 day prior to arrival	100% charge of total reservation amount
Same day cancellation, no-show or early departure	100% charge of total reservation amount

Peak season

Up to 21 days prior to arrival	No charge
20 - 14 days prior to arrival	50% charge of total reservation amount
13 - 1 days prior to arrival	100% charge of total reservation amount
Same day cancellation, no-show or early departure	100% charge of total reservation amount

For booking modifications the respective seasonal rate changes apply.

Terms & Conditions

- 1) Rates are quoted in US Dollars, inclusive of breakfast, 10% service charge, 10% government tax, 2% city tax and are non-commissionable.
- 2) Rates are valid for FIT bookings made by the Tour Operator of up to 6 rooms only, for enquiries above 6 rooms the Tour Operator is requested to contact reservations for a tailor-made proposal, for which separate terms & conditions will apply.
- 3) Rates in this agreement are NOT applicable to individual commercial business travelers, corporate accounts or incentive groups.
- 4) Rates in this agreement are applicable ONLY if reservations are made directly to the Resort.
- 5) Confidentiality: All information & rates in this agreement are strictly confidential and may not be disclosed to third parties for any reason or purpose.
- 6) If the rates are to be published or promoted by the Tour Operator to potential clients on the internet, a minimum twenty (20%) percent mark-up must be applied on the rates and the rates where applicable must be packaged with air transportation and other value-added arrangements so that the rates are not revealed to the public.
- 7) The Tour Operator may not sell or resell these rates to any third party who uses the Internet as a medium for advertising/ distribution without the express prior written consent of the Resort.
- 8) The above rates shall not apply to availability sourced and reservations made through the Zannier Hotels Phum Baitang website.
- 9) Check-in/ Check-out times: Check-in is at 14:00 hrs, check-out is at 12:00 hrs noon. For a pre-booked late check-out the following charges apply: For a late check-out until 18:00 hrs, a 50% charge of applicable daily contract rate applies. For late check-out until after 18:00 hrs, one full night contract rate applies. If late check-out is requested by the guests in the Resort: For a late check-out to 18:00 hrs, a 50% charge of applicable daily published rate applies. For check-out after 18:00 hrs, one full night at best available rates applicable for this date will be charged directly to the guests. Late check-out is always on request, subject to availability and confirmation by the Resort.
- 10) Early check-in: Guaranteed access to rooms prior to 14:00 hrs may be reserved from the previous evening with one night additional contract rate charge. Such requests are subject to availability and confirmation by the Resort.
- 11) No Show & Early Check-Out Policy: In the event that guests do not arrive, arrive later than on 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.

12) Reservations Procedure: All reservations must be made in writing to the reservations department. Reservations will not be confirmed by telephone. All bookings/amendments/cancellations must be reported immediately to the reservations department. Reservation confirmation numbers will be listed on invoices as well as the contract rate and any other relevant information pertaining to the invoice.

13) Cancellations: Save and except where deposits have been duly paid in accordance with the above, the Resort reserves its absolute right to release/cancel all rooms if the requirements herein stated are not fully met within the time limit stated. The Resort also reserves the right not to allow changes in dates of reservations and guest names of an original booking confirmed. The Resort reserves its absolute right to cancel rooms reserved without any prior notice if the conditions in this contract are not observed.

14) Renovations: The Resort reserves the right, upon giving reasonable notice to the Tour Operator, 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.

15) Relocations: If the Resort is unable to accommodate a confirmed booking, it is responsible for sourcing and confirming alternative accommodation of equivalent standard. Should the guests choose not to accept the sourced alternative, the booking may be cancelled and a full refund will be granted. In the event of such relocation, the Resort is not liable for any additional form of compensation.

16) Change of ownership: The Resort must be informed in writing at least 30 days prior the effective date of any change to ownership or management of the Tour Operator.

17) Force Majeure: The Resort 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, epidemic or pandemic, sale, seizure of the Resort under legal process, strikes, lockouts or labour 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 the Resort 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 the Resort immediately in the event of any breach by the Tour Operator 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 Resort. 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 2% 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) Transfer of rights: The Tour Operator may not assign or transfer any of its rights and obligations under this agreement.

21) Performance evaluation: The above contracted rates are applicable only if there is reasonable production. The Resort has the right to evaluate production after six months from the date of contract signature.

22) Changes to agreement: The Resort reserves the right to change terms and conditions in the contract with prior notice.

23) Jurisdiction/ Governing Law: It is expressly agreed and declared that the proper law of this agreement is the law of Cambodia and that any disputes, actions or other matters arising hereunder shall be determined in a court of law in Cambodia in accordance with the laws and procedures of Cambodia under any and all circumstances.

Zannier Hotels Phum Baitang:

Name: Elke Pfeil
Designation: Director of Sales & Marketing



Signature:
Date: 15 February 2024

Name: Giulio D'Alberto
Designation: General Manager



Signature:
Date: 15 February 2024

NUBA Expediciones:

Name: Alessandra Girardi
Designation: Product Director



Signature:
Date: 15/02/2024