

21 March 2024

Ms. Alessandra Girardi  
Nuba – Net Rates Director  
**NUBA EXPEDICIONES S.L. including**  
**NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V., Nuba USA, Inc.**  
96 Serrano  
Madrid Spain, 28006  
Tel: +34 917454745  
Email: [alessandra.girardi@nuba.net](mailto:alessandra.girardi@nuba.net)

**RE: Wholesale FIT Rate Agreement – October 1, 2024 to September 30, 2025**

Dear Ms. Alessandra,

Enclosed please find the **Wholesale FIT Rate Agreement for NUBA EXPEDICIONES S.L. including**

**NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V., Nuba USA, Inc**

For your review and approval. We also ask that you carefully review the Terms & Conditions on the following pages.

Please sign and return one copy indicating your acceptance and once received we will proceed with the implementation accordingly.

Best regards,

Paknatchanit Sirikururat  
Director of Sales

**WHOLESALE FIT RATE AGREEMENT**  
**OCTOBER 1, 2024 to SEPTEMBER 30, 2025**

**Between:**

**NUBA EXPEDICIONES S.L. including**  
**NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V., Nuba USA, Inc**  
96 Serrano  
Madrid Spain, 28006

**Ms. Alessandra Girardi**  
Tel: +34 917454745  
E-mail: [alessandra.girardi@nuba.net](mailto:alessandra.girardi@nuba.net)

**And:**

**AVANI+ Luang Prabang**  
Setthathirath Road, Ban Hua Xieng, Village  
Luang Prabang, P.O. Box 1142  
76120 Lao PDR  
Tel: +856 (71) 262 333 Fax: +856 (71) 262 555  
E-mail: [avaniplus.luang.prabang@avanihotels.com](mailto:avaniplus.luang.prabang@avanihotels.com)

**Thailand Central Reservation Office:**  
Tel: +66 (0) 2 365 9110  
Email: [reserveavani@avanihotels.com](mailto:reserveavani@avanihotels.com)

The following is a confirmation of our agreement listing terms and conditions, which are the basis of our cooperation.

**RATES (BASED ON SINGLE / DOUBLE OCCUPANCY) AND SEASONALITY**

SHOULDER SEASON		
01 October 2024 – 15 December 2024		
01 March 2025 – 03 May 2025		
<b>AVANI Deluxe Room</b>	<b>AVANI Deluxe Pool View</b>	<b>AVANI Suite</b>
351	422	484
HIGH SEASON		
16 December 2024 – 29 February 2025		
<b>AVANI Deluxe Room</b>	<b>AVANI Deluxe Pool View</b>	<b>AVANI Suite</b>
368	440	503
LOW SEASON		
04 May 2025 – 30 September 2025		
<b>AVANI Deluxe Room</b>	<b>AVANI Deluxe Pool View</b>	<b>AVANI Suite</b>
247	298	342

**RATES**

The above rates are quoted in United States Dollars (USD), per room, per night, inclusive of prevailing tax and 10% service charge. Rates are **inclusive of breakfast for two (2) people** in our Main Street Bar & Grill Restaurant. Rates are non-commissionable. In the event of changes to government taxes (+/-), rates will be adjusted according to reflect any changes. Please note all rates committed to your Company are confidential and should not be published at any time or disclosed to a third party for any reason of purpose.

**ROOM CAPACITY**

Room type	Sqm	Total	Accept Roll Away Bed	Max Adults
AVANI Deluxe Room	35 sqm	26	N/A	2
AVANI Deluxe Pool View	35 sqm	23	N/A	2
AVANI Suite	75 sqm	4	1	3

- Maximum one (1) extra bed in our AVANI Suite category is allowed
- The Hotel provides complimentary baby cots/cribs (subject to availability)

## ROOM FEATURES

- WiFi
- Air-conditioning
- In-room safe
- Phone
- Hairdryer
- Individual climate control
- Terrace on the 1<sup>st</sup> floor Balcony
- Flat-screen TV
- Wake up service
- Make up and shaving mirror
- Bathrobe and slippers
- International electric plug socket
- Cribs available upon request
- Extra bed

## EXTRA PERSON SUPPLEMENT (with Extra Bed and Breakfast Charge)

Adult	Child (4-11 years) with Extra Bed
USD 100	USD 50

## MEAL OPTION

MEAL OPTIONS	PRICE PER ADULT
Christmas Menu on 24 <sup>th</sup> December 2024 - <b>Compulsory</b>	USD 150
New Year Dinner on 31 <sup>st</sup> December 2024 - <b>Compulsory</b>	USD 150
Breakfast rate for children between 4-11 years of age	50% off adult rate

## VALIDITY FOR APPLICABLE MARKET

- The above rates are valid for **Worldwide Market**.

## OTHER TERMS

- The rates quoted above are not applicable for Corporate Transient or Group Reservations.
- The rates noted above apply for Leisure FIT up to 9 rooms only.
- Room reservations and rates are subject to availability and confirmation unless allocations have been confirmed.
- Group rates for 10 rooms and above are available upon request and subject to space and rate availability.
- Kindly note that this contract supersedes all previous agreements for all or some of the same period.
- All prices are quoted in United States Dollars (USD) and will be settled/invoiced in United States Dollars (USD). All payments to be made in form of Bank Draft, Bank Notes, Money Order or Telegraphic Transfer.

**OFFERS**

DATES VALID	OFFER	DETAILS
All Year Round	<b>Early Bird</b>	<ul style="list-style-type: none"> <li>▪ <b>Book 45 days</b> before arrival and receive <b>a 15% discount</b> from the above room rates (applicable for all room types).</li> <li>▪ Early Bird offer is applicable for 3<sup>rd</sup> person (adult/child)</li> <li>▪ Early Bird offer does apply to meal plans and all-inclusive</li> <li>▪ Early Bird (II) offer is combinable with honeymoon/anniversary and long stay offer.</li> <li>▪ Booking must include date reservation was made</li> </ul>
All Year Round	<b>Long Stay</b>	<ul style="list-style-type: none"> <li>▪ <b>Minimum 5 nights stay</b> in AVANI Deluxe Room, AVANI Deluxe Pool View Room &amp; AVANI Suite)</li> <li>▪ One (1) time 60 minutes Spa Treatment of choice for two (2) people.</li> <li>▪ One (1) time dinner Lao Set Menu in the hotel restaurant.</li> <li>▪ Offer is combinable for 3<sup>rd</sup> person.</li> </ul>
All Year Round	<b>Honeymoon/ Anniversary</b>	<ul style="list-style-type: none"> <li>▪ Honeymoon set up in room</li> <li>▪ One (1) bottle of house wine</li> <li>▪ One (1) 60 Minute Couples Massage when staying in AVANI Suite</li> <li>▪ Honeymoon/Anniversary offer is combinable with early bird and long stay offer.</li> <li>▪ Copy of marriage certificate required upon check-in.</li> </ul>



## BOOKING PROCEDURE

The Wholesaler agrees to provide written orders for bookings including indication of payment method before Guests' arrivals. Published rates will be charged direct to the guest in absence of written confirmation from the Operator.

## HOTEL RESERVATION

TEL: +856 (71) 262 333

FAX: +856 (71) 262 555

Email: [rsvn.vlua@avanihotels.com](mailto:rsvn.vlua@avanihotels.com); [avaniplus.luang.prabang@avanihotels.com](mailto:avaniplus.luang.prabang@avanihotels.com)

## CENTRAL RESERVATIONS OFFICE

TEL: +66 (0) 2 365 9111

FAX: +66 (0) 2 365 7673

Email: [reserveavani@avanihotels.com](mailto:reserveavani@avanihotels.com)

Office Hours: 08:00-22:00 (Monday-Sunday)

## VOUCHERS

If the Hotel approves credit terms, the Wholesaler agrees to provide the Hotel with a sample voucher for FIT bookings for reference.

## TRADING TERMS

Application of contract rates for additional bookings over and above the contract room allocation where applicable will be at the Hotel's discretion, based on booking status and written confirmation by the Hotel prior to arrival. The Hotel reserves its right to charge additional bookings at published rates. Supplements or close out dates may be applicable during pre-determined periods, which will be advised prior to dates applicable.

Room rates are applicable to **NUBA EXPEDICIONES S.L. including NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V., Nuba USA, Inc..** visitors only.

Room rates are applicable on the Wholesaler's account only. Should the guest be paying on his/her own account, regular published rates will be applied. The aforesaid special contract rates are offered to Wholesaler expressly and solely for wholesale use and must be "bundled" with another travel component, such as car rental, air fare or tour package.

## BROCHURES

The Wholesaler will feature the Hotel in its tour program (s) and brochure (s) as an upscale Hotel and include a photograph of the Hotel when appropriate. The Hotel will provide the Wholesaler with such pictures, descriptive text and Hotel logos to enable the Wholesaler to advertise to the market and sell accommodation as part of a package/Program.

The Wholesaler must ensure that the information included by it or on its behalf in any brochure or marketing material is accurate and updated as may be appropriate from time to time and approved by The Hotel prior to publication and shall indemnify The Hotel and AVANI Hotels and Resorts in respect of claims arising there from. The Wholesaler shall at its own expense provide the Hotel with the Package/Program information and a copy of any brochure or marketing literature produced by it or on its behalf featuring The Hotel, as soon as it is available.

## CANCELLATION

LOW SEASON	CANCELLATION TERMS AND POLICIES
7 days or more prior to arrival	<ul style="list-style-type: none"> <li>▪ No cancellation fee</li> </ul>
0-6 days prior to arrival (incl. no show)	<ul style="list-style-type: none"> <li>▪ 100% of the full stay</li> </ul>
<b>NOTE: If reservation overlaps different seasons the higher season cancellation terms and policies apply</b>	
HIGH SEASON	CANCELLATION TERMS AND POLICIES
14 days or more prior to arrival	<ul style="list-style-type: none"> <li>▪ No cancellation fee</li> </ul>
9 -13 days prior to arrival	<ul style="list-style-type: none"> <li>▪ 50% of the full stay</li> </ul>
0-8 days prior to arrival (incl. no show)	<ul style="list-style-type: none"> <li>▪ 100% of the full stay</li> </ul>
<b>NOTE: If reservation overlaps different seasons the higher season cancellation terms and policies apply</b>	

## EARLY DEPARTURE

In the event a guest who has reserved a room checks-out prior to the guest's reserved check-out date, the hotel will charge the entire stay and no refunds will be given.

## NO SHOWS

Any room reservations confirmed and guaranteed by the agent and not claimed as per guarantee on the day of arrival will be charged in full with no refunds.

## OVERBOOKING

The Hotel reserves the right to overbook, which may result in some guests being relocated. In this event, the Hotel will secure, and the client agrees to accept, alternative accommodation of at least an equal standard but is not liable to pay compensation to the Wholesaler or any individual Hotel guests.

## **CHECK-IN AND CHECK-OUT TIME**

Check-in time is 14:00, an overnight rate will be charged to guarantee check-in before 14:00 hours. Check-out time is 12:00 noon on the day of departure. Late checkout is subject to availability on the day of check out and the following charges will be applied: prior to 18:00 a charge of 50% of the room rate and thereafter a full night charge.

## **CREDIT**

The Hotel's credit manager will provide credit terms under a separate cover. Failure to comply with credit terms may result in suspension of the Hotel's obligations of this agreement.

## **BILLING**

If credit has been approved, the Wholesaler will be required to settle accounts due to the Hotel within 30 days of the invoice date. Should the Wholesaler fail to settle the accounts within the credit period, the Hotel reserves right to withdraw credit facility. The Hotel also reserves the right to refuse any new bookings on a credit basis until all outstanding accounts are settled. Invoices unpaid after the credit period will attract interest at 1.5% per month.

If no credit facilities are agreed, full payment is required as follows:

- Low Season: not less than 7 days prior to arrival
- High Season: not less than 14 days prior to arrival

Unless credit facilities have been established, by means of a Bank Guarantee, Floating Deposit, Telegraphic Transfer or such other security acceptable to the Hotel, the amount and all other details of this must be discussed and agreed between the Wholesaler and the Hotel.

Bank Name: **BCEL BANK (Banque Pour Le Commerce Exterieur Lao Public)**  
Bank Branch: **DALA MARKET**  
Account Name: **PHOUSI HOTEL AKANE MIXED COMPANY LIMITED.**  
Account Number: **051-110101158610001**  
Swift Code: **COEBLALA**

## **AMENDMENTS**

Amendments to this agreement shall only be valid if made in writing and signed by representatives from both the Hotel and the Wholesaler. The waiver of any terms of this agreement on one particular occasion shall not be deemed as a waiver of such terms for any future occasions. Any such waivers are at the discretion of the Hotel.

## **FORCE MAJEURE**

Neither party will be held responsible for failure to execute obligations specified herein directly or indirectly occasioned by or through or in consequence of war, change of statutes of the government, strikes, riots and acts of God or conditions beyond the control of either party.

## **INTERNET KEYWORD MARKETING**

The Wholesaler shall not bid on or purchase internet placement rights for the Marks or, except as stated above, use any of the Marks in any manner or in any of its advertising, including but not limited to Internet and web advertising, without the express written consent of the Hotel.

## **BRAND LOYALTY MARKETING AND ONWARD DISTRIBUTION**

The Wholesaler shall not target, solicit, or otherwise make use of loyal customers (i.e. customers expressing a preference for and AVANI Hotels and Resorts brand). Unpublished rates are offered by Hotel expressly and solely for provider use.

Under no circumstances are rates in this contract to be published on the Internet or to the public without an agreed minimum "sell" rate and the express written permission of the Hotel. The offering or distribution of unpublished rates or any other data or information provided by Hotel hereunder, through any internet site or global distribution system booking sites, is expressly forbidden, except as Wholesaler shall notify the Hotel and the Hotel shall approve such redistribution in writing.

## **USE OF WHOLESALER RATE**

"Wholesaler" agrees to the following with respect to the AVANI+ Luang Prabang – Supplied Rates:

1. "Wholesale Agent" will make best efforts to ensure that all guest reservations with respect to Unpackaged Rooms (whether made by you or your Agents) are made at rates that are at least equal to the Best Available Rate for such Hotel Rooms at the time of sale to such Hotel guest, and you will not knowingly permit reservations to be made that do not comply with this standard.
2. Within 24 hours of receiving notice from the AVANI+ Luang Prabang that you are responsible for guest reservations that do not comply with these Terms and Conditions, you will take corrective action to ensure that no further non-compliant reservations are made.
3. "Wholesale Agent" will not offer, or permit others to offer, rates for consumer reservations for Unpackaged Rooms through the Internet, nor will you permit rates associated with unpackaged rooms to be disclosed on any Internet site.
4. "Wholesale Agent" will ensure that Program Rates are not disclosed to the Hotel guest or anyone else.
5. If "Wholesale Agent" makes Program Rates available to your Agents, you will ensure compliance by both you and such Agents with (a) all applicable laws; and (b) these Terms and Conditions.
6. "Wholesale Agent" will not advertise that you have the "lowest prices available" (or make any similar claim that implies that you offer discounts for Unpackaged Rooms) with respect to any Hotel's inventory.
7. With respect to each paid Hotel guest stay that results from your use of Program Rates, you agree that your retention of the Program Fee will be the sole compensation to which you will be entitled with respect to such stay.

8. Each Hotel, and not you, will bear the full risk of loss with respect to the Hotel rooms, including the risk of unsold inventory. Consistent with the foregoing, you will ensure that your refund policy is no more lenient than the refund policy of the Hotel on whose behalf you are making guest reservations, meaning that there will never be a scenario in which a guest would qualify for a refund under your policy but would not qualify for a refund under the Hotel's policy.
9. "Wholesale Agent" agrees that in making guest reservations for Hotel Rooms, and / or in making Program Rates available to Agents for making reservations on your behalf for Hotel Rooms, you will at all times act as an agent of the owner of the Hotel in question.

## **PREDATORY ADVERTISING**

The Wholesaler shall not use, and shall prohibit all web sites within its control from using, any predatory advertising methods designed to generate traffic from AVANI Hotels and Resorts sites, or any other sites that exclusively promote AVANI Hotels and Resorts brands, for which the Wholesaler has no contractual rights for the online promotion of any products or services other than AVANI Hotels and Resorts. A predatory advertising method is an advertising method that creates or overlays links or banners on web sites, spawns browser window, or utilizes any other method to generate traffic from a web site without that web site owner's knowledge, permission, and participation.

## **TERMINATION**

This agreement can be terminated by either party, without penalty, for any reason upon thirty days prior written notification to the other party. Termination of this Agreement shall not extinguish the rights or obligations of the parties hereunder with respect to indemnification, trademarks, ownership and disposition of information, confidentiality, and accounting.

The Hotel shall have the absolute right at any time by giving notice in writing to the Operator to cancel this Agreement forthwith including current and future reservations on the occurrence of any of the following events:

Non-compliance with agreed trading terms: If the Wholesaler enters into bankruptcy or liquidation whether compulsory or voluntarily (other than for the purposes of amalgamation or reconstruction) or compounds with its or their creditors or takes or suffers any similar action in consequence of debt or is served with notice of or relating to bankruptcy or liquidation.

## **OTHER TERMS AND CONDITIONS**

This Agreement is subject to the other Terms and Conditions outlined below:

Contract rates are extended on an understanding that the AVANI+ Luang Prabang will be featured in promotional brochure both pictorially and editorially. Importantly, rates must be packaged with at least one other travel services listed herewith, air-ticket, transportation and meals (exception of breakfast).

Under no circumstances are the contracted rates to be published on any internet website without the express permission of the Hotel. (i.e. contract rates which are not packaged are not permitted to be displayed in any web-site).

By signing of the Agreement, the Hotel shall not be held liable or responsible for failure to execute arrangements specified herein directly or indirectly occurred by or through or in consequence of war, strikes, riots and Acts of God or conditions beyond the control of the Hotel.

Disputes action or other matters arising. It is expressly agreed and declared that the proper law of the Agreement is the Law of Lao and that any disputes, action or other matters arising there under shall be determined in a court of Law in Lao and in Accordance with the laws and procedures of Lao and under any and all circumstances.

The Hotel reserves the right at any time by giving notice in writing to cancel this Agreement should the Wholesaler fail to fulfill the above terms and conditions.


**ACCEPTANCE**

**Ms. Alessandra**, if the above details meet with your approval, please sign a copy of this agreement and stamp with your official company stamp and return to my attention within 30 days. Once the agreement is received, this will signify that your company has accepted and agreed upon the above rates and all Terms and Conditions. The agreement is not valid if a signed copy is not returned by the requested date or without a valid company stamp.

**AUTHORIZED SIGNATURES:**

\_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

**NUBA EXPEDICIONES S.L. including  
NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V.  
Nuba USA, Inc.**

  
\_\_\_\_\_  
Paknatchanit Sirikururat  
Director of Sales  
AVANI+ Luang Prabang  
21 March 2024  
\_\_\_\_\_  
Date

**DEFINITIONS:**

For purposes of these Terms and Conditions:

1. **“Agents”** means others to whom you make Program Rates available to enable them to make guest reservations for Hotel Rooms on behalf of Hotel guests.
2. **“Best Available Rate”** means the lowest of the following rates for which a customer qualifies: (a) the lowest rate that each Hotel makes available to the general public; or (b) the lowest rate for which a particular customer qualifies as a result of his or her membership in a particular segment of the general public.
3. **“Dynamic Rates”** means real time selling rates through an automated process that enables the sale of the room at the Best Available Rate.
4. **“Hotels”** means any AVANI+ Luang Prabang-branded lodging product.
5. **“Hotel-Supplied Rates”** means any rates committed to you by any Hotel for use in making guest reservations on behalf of such Hotel that are, at the time they are committed to you, lower than the Best Available Rate.
6. **“Hotel Rooms”** means guest rooms at any AVANI+ Luang Prabang-branded lodging product.
7. **“Package Rates”** means the aggregate price to a Hotel guest at which you offer a Packaged Room together with the required additional significant travel component.
8. **“Packaged Rooms”** means Hotel Rooms that are ultimately sold to consumers as part of a packaged travel product in which the Hotel Room is sold as a single product at a single price in combination with an additional significant travel component, such as airfare or car rental (but not breakfast or other minimal items or services provided by the Hotel), with a value equal to at least twenty percent.