



This agreement is made between

A) Branch of Zannier Hotels Vietnam Company Limited  
in Phu Yen for  
Zannier Hotels Băi San Hô (the “Resort”)  
Hoa Thanh Hamlet, Xuan Canh Commune  
Song Cau District, Phu Yen Province, Vietnam  
Tax Code: 0316605234-001  
Tel: +84 (0) 257 383 0000

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

### RATE AGREEMENT

Date of issue: 22 March 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	Low Season 1 Nov 2024 - 22 Dec 2024 11 Jan 2025 – 27 Jan 2025 7 Sep 2025 - 31 Oct 2025	Peak Season 23 Dec 2024 - 10 Jan 2025	Shoulder Season 9 Feb 2025 – 16 Apr 2025 5 May 2025 - 31 May 2025	High Season 28 Jan 2025 - 8 Feb 2025 17 Apr 2025 – 4 May 2025 1 June 2025 - 6 Sep 2025
Terrace Villa	350	495	390	455
Paddy Field Villa	370	525	415	480
Hill Pool Villa 1- Bedroom	705	1.120	915	1.025
Hill Pool Villa 2-Bedroom	1.275	1.920	1.500	1.745
Beach Pool Villa 1-Bedroom	800	1.150	920	1.045
Beach Pool Villa 2-Bedroom	1.430	2.015	1.550	1.830
Grand Bay Pool Villa 3-Bedroom	2.440	4.220	2.905	3.835
Grand Bay Pool Villa 4-Bedroom	3.485	4.605	3.725	4.185

- Room rates quoted in US Dollars, per room, per night, for single or double occupancy.
- The rates of the Hill Pool Villa 2-Bedroom and Beach Pool Villa 2-Bedroom include 4 adults.
- The rates of the Grand Bay Pool Villa 3-Bedroom include 6 adults, the rates of the Grand Bay Pool Villa 4-Bedroom include 8 adults.
- Room rates are non-commissionable are inclusive of applicable government tax and 5% service charge.
- Room rates are inclusive of breakfast buffet (in-villa dining excluded).
- Room rates are inclusive of minibar (non-alcoholic, local beers and snacks, replenished daily).
- 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:**

- During the stay dates 28 Jan – 8 Feb 2025 a minimum length of stay of 2 consecutive nights is required.
- In Peak Season a minimum length of stay of 2 consecutive nights is required.
- Check-out on 31 December 2024 is not permitted.

**2. Maximum room occupancy, room size, bedding configuration and extra person charges****Maximum room occupancy:**

Room type	Units	Size	Min occ	Maximum occupancy	Maximum bedding configuration
Terrace Villa	8	49 m <sup>2</sup>	1 adult	2 adults + 1 child 0 < 16 yrs	1 King size bed + 1 sofa bed OR baby cot
Paddy Field Villa	17	49 m <sup>2</sup>	1 adult	2 adults + 1 child 0 < 16 yrs	1 King size bed + 1 sofa bed OR baby cot
Hill Pool Villa 1-Bedroom	23	53 m <sup>2</sup>	1 adult	2 adults + 1 child 0 < 16 yrs	1 King size bed + 1 extra bed OR baby cot
Hill Pool Villa 2- Bedroom	2	91 m <sup>2</sup>	1 adult	4 adults + 2 children < 4 yrs	2 King size beds + 2 baby cots
Beach Pool Villa 1-Bedroom	18	59 m <sup>2</sup>	1 adult	2 adults + 1 child 0 < 16 yrs	1 King size bed + 1 extra bed OR baby cot
Beach Pool Villa 2-Bedroom	3	93 m <sup>2</sup>	1 adult	4 adults + 2 children < 4 yrs	2 King size beds + 2 baby cots
Grand Bay Pool Villa 3-Bedroom	1	240 m <sup>2</sup>	1 adult	6 adults + 1 child < 16 yrs + 3 infants	3 King size beds + 1 extra bed + 3 baby cots
Grand Bay Pool Villa 4-Bedroom	1	305 m <sup>2</sup>	1 adult	8 adults + 2 children < 16 yrs + 4 infants	4 King size beds + 2 extra beds + 4 baby cots

- Children 0<4 years are considered infants.
- All Terrace Villas have private terraces, 2 have a terrace that can be shared as interconnecting villas upon request.
- All Paddy Field Villas have private terraces, 4 have a terrace that can be shared as interconnecting villas upon request.
- The Hill Pool Villas 1-Bedroom feature a 34 m<sup>2</sup> private plunge pool, an 18 m<sup>2</sup> pool deck and a 25 m<sup>2</sup> private terrace.
- The Hill Pool Villas 2-Bedroom feature a 40 m<sup>2</sup> private plunge pool, a 34 m<sup>2</sup> pool deck and a 32 m<sup>2</sup> private terrace.
- The Beach Pool Villas 1-Bedroom and the Hill Pool Villas 1-Bedroom feature a 32 m<sup>2</sup> private plunge pool, a 32 m<sup>2</sup> pool deck and a 51 m<sup>2</sup> private terrace.
- The Beach Pool Villas 2-Bedroom feature a 34 m<sup>2</sup> private plunge pool, a 29 m<sup>2</sup> pool deck and a 37 m<sup>2</sup> private terrace.
- The Grand Bay Pool Villa 3-Bedroom features a 56 m<sup>2</sup> private plunge pool and 170 m<sup>2</sup> outdoor area.
- The Grand Bay Pool Villa 4-Bedroom features a 56 m<sup>2</sup> private plunge pool and 225 m<sup>2</sup> outdoor area.
- The extra beds in the Grand Bay Pool Villa 3 & 4 Bedroom can be placed in the master bedroom or in the living room.
- All King size beds can be made into Hollywood Twins



- Meal rates are per person, non-commissionable and inclusive of applicable taxes and service charge.
- Half Board refers to lunch or dinner, Full Board refers to lunch and dinner.
- Half Board and Full Board include a choice of starter, main course with side dish and dessert from the à la carte, 3-course set menus or buffets at any restaurant without restrictions. Destination dining is excluded.
- The Christmas Gala Dinner includes a welcome cocktail, set menu and entertainment.
- The New Years Eve Gala Dinner includes a welcome cocktail, set menu and entertainment.

## 5. Special offers & amenities

### 5.1. Special offers

**Combination offer:** All bookings combining minimum 3 nights at Băi San Hô with minimum 3 nights at Phum Baitang (Zannier Hotels' resort in Cambodia) receive 10% off contract rate at both hotels. Stays must be taken within 14 days.

**Valid:** Year-round. Combinable with any other special offer.

**Early-booking offer:** For bookings received up to 45 days prior to arrival: 10% discount on room rate

**Valid:** Year-round, excluding peak season

**Long-stay offer:** Stays of 4+ nights receive 20% discount  
Bookings of minimum 7 nights receive a complimentary 60-minute spa treatment once per adult (18+) per stay

**Valid:** Year-round, excluding peak season

- The combination offer is combinable with all other offers.
- The early-bird offer is **not** combinable the long-stay offer.
- The early-bird offer is not valid for payments for early check-in, late check-out or any other services.
- All special offers are valid on the room rate only and do not apply for extra person charges.
- The long-stay discount does not apply for early check-in or late check-out 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 flowers
- A honeymoon cake in-Villa

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

- All honeymoon amenities listed above
- One complimentary set menu dinner for 2 at the restaurant of guests' choice (food only)

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

## 6. Payments

### 6.1. Prepayment

Low & Shoulder Season	Full prepayment 14 days prior to arrival
High Season	Full prepayment 30 days prior to arrival
Peak Season	Full prepayment 60 days prior to arrival

#### Prepayment procedure

- If credit arrangements have not been confirmed, full prepayment must be received by the Resort via credit card payment authorization 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.

Bank details:

Account holder: ZHV PHU YEN  
Account number (USD): 1018584851  
Bank name: Vietcombank, Binh Dinh Branch  
Bank address: 66C, Le Duan street, Ly Thuong Kiet Ward, Quy Nhon City, Binh Dinh Province, Vietnam  
Swift code: BFTVVNVX005

### 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 Operators' 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.

## 7. Cancellation charges

#### Standard policy:

##### Low & Shoulder Season

Up to 15 days prior to arrival	No charge
14 - 5 days prior to arrival	50% charge of total reservation amount
4 - 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

### High Season

Up to 30 days prior to arrival	No charge
29 - 16 days prior to arrival	50% charge of total reservation amount
15 - 0 days 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 60 days prior to arrival	No charge
59 - 31 days prior to arrival	50% charge of total reservation amount
30 - 0 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) This agreement is only valid if countersigned by both parties.
- 2) Room rates are quoted in US Dollars, inclusive of breakfast, minibar, 5% service charge, applicable government tax and are non-commissionable.
- 3) 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.
- 4) Rates in this agreement are not applicable to individual commercial business travelers, corporate accounts or incentive groups.
- 5) Rates in this agreement are applicable only if reservations are made directly to the Resort.
- 6) Confidentiality: All information & rates in this agreement are strictly confidential and may not be disclosed to third parties for any reason or purpose.
- 7) 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.
- 8) 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.
- 9) The above rates shall not apply to availability sourced and reservations made through the Zannier Hotels Bãi San Hô website or any other website.
- 10) 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.
- 11) 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.
- 12) 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.
- 13) 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.
- 14) 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.
- 15) 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.
- 16) 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.
- 17) 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.

18) 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.

19) 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.

20) 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.

21) Transfer of rights: The Tour Operator may not assign or transfer any of its rights and obligations under this agreement.

22) 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.

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

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

**Zannier Hotels Bãi San Hô:**

Name: Elke Pfeil  
Designation: Director of Sales & Marketing



Signature:  
Date: 22 March 2024

**NUBA Expediciones:**

Name:  
Designation:



Signature:  
Date: 24 March 2024

Name: Alain Bachmann  
Designation: General Manager



Signature:  
Date: 22 March 2024