



Thursday 12<sup>th</sup> September 2024

Ms. Alessandra Girardi  
NUBA - Net Rates Director  
NUBA EXPEDICIONES S.L.  
NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V.,  
NUBA USA, Inc.  
96 Serrano  
Madrid Spain, 28006  
Tel : +34 917 454 745  
Email : [alessandra.girardi@nuba.net](mailto:alessandra.girardi@nuba.net)

**2024 - 2025 CONTRACT RATE**

Dear Khun Alessandra,

Greetings from the "Little Gem" along The River of Kings - Capella Bangkok!

Thank you for your continuous support in our hotel. It is such a privilege to collaborate with you again for our urban resort. Please find our FIT Leisure contract rate for your reference. Should you agree to the contract rate, please kindly sign and return the copy to us by **Friday 30<sup>th</sup> August 2024** so that we can validate your rate in our system.

Once again, thank you for business and support. We look forward to strengthen our relationship and mutually successfully strike for good business for many years to come.

Best regards,

(for)  
Josephine Png  
Executive Assistant Manager, Sales and Marketing

On behalf of Capella Bangkok:  
Name: Josephine Png  
Title: Executive Assistant Manager, Sales and Marketing

Accepted by NUBA EXPEDICIONES S.L.  
Name: Ms. Alessandra Girardi  
Title: NUBA - Net Rates Director

Signature:  
Date : 12<sup>th</sup> September 2024  
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Signature: \_\_\_\_\_  
Date :



## WHOLESALE CONTRACT

This agreement between **Capella Bangkok** (hereinafter referred to as "The Hotel") and **NUBA EXPEDICIONES S.L.** In acceptance of this agreement, the Wholesaler/Tour Operator agrees to the rates and conditions set out below by the Hotel.

**Validity** 01 November 2024 - 31 October 2025 (inclusive)  
**Currency** THAI BAHT  
**Valid for** Worldwide Market, except Greater China  
**Rate Basis** Inclusive of service charge and government tax  
 Per Room Per Night basis

| Room Category                 | 01 Nov – 20 Dec 2024<br>and<br>07 Jan – 31 Mar 2025 | 01 Apr – 31 Oct 2025 | Festive period<br>21 Dec 2023– 06 Jan 2025 |
|-------------------------------|---|----------------------|--|
| Riverfront (61 sq.m.)         | THB 30,900  | THB 25,000           | THB 37,500                                 |
| Riverfront Premier (61 sq.m.) | THB 35,900  | THB 27,000           | THB 40,500                                 |
| River Suite (95 sq.m.)        | THB 62,500  | THB 56,000           | THB 89,500                                 |
| Villa (259 sq.m.)             | THB 83,500  | THB 82,800           | THB 145,500                                |

### Specialty Suites

Please contact our Sales / Reservation on the for a separate rate upon request and suites will be subject to availability upon confirmation.

- Verandah
- Courtyard Suite
- Capella Suite
- Verandah Suite
- 2-Bedroom Family Courtyard Suite
- 2-Bedroom Family River Suite
- 2-Bedroom Family Capella Suite
- Presidential Villa (2 bedrooms)

### Supplement Charge :

- ✓ Chinese New Year Period: 25 January – 02 February 2025 (both dates are inclusive) THB 3,000 net / room / night
- ✓ Songkran Festival : 12 – 15 April 2025 (both dates are inclusive) THB 3,000 net / room / night

| Special Offer  |  |
|--|--|
| 01 November – 20 December 2024 and<br>07 January – 31 October 2025<br>* Black out : 25 January – 2 February 2025<br>and 12 – 15 April 2025 | 10% discount from above room rates   |
| 01 November – 20 December 2024 and<br>07 January – 31 March 2025   | Book 3 consecutive nights entitles to 28% discount from above room rates.<br>** Can not combine with Early Bird Offer. |

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### FESTIVE PERIOD (Compulsory)

- Booking arriving on either 29, 30 or 31 December 2024 (all dates are inclusive) require a minimum of 3 consecutive nights stay.
- Booking arriving on 1 January 2025 requires a minimum of 2 consecutive nights stay.
- No check out is allow on 31 December 2024.
- Compulsory New Year Eve Gala Dinner on 31 December 2024 at THB 25,000 net per person (food only) is required for guests staying over New Year period. Children below 12 years old is THB 12,500 net per child (food only). Complimentary for Infant less than 3 years old

### RATES INCLUSIONS FOR CONTRACTED ROOM TYPES

Below guests' benefits are offered to all room categories:

- Daily breakfast for 02 persons, choice of at Phra Nakhon restaurant or in-room dining
- Flexible check-in and check-out time, subject to availability on arrival date
- Bubbles and bonbons upon arrival
- Daily complimentary non – alcoholic mini bar
- Complimentary pressing up to 5 pieces per stay per room
- Capella Culturist
- Access to Living Room with daily cultural activities
- Complimentary sunset “cin cin” hour
- Daily sunrise yoga by the riverside
- 24-hour access to Fitness Centre
- Daily in-room amenities
- Complimentary wireless internet
- Resort shuttle boat to IconSiam and Sathorn Pier

### Villa benefits:

- Roundtrip limo airport transfers
- Fast track service, one way for 2 persons upon arrival
- Jet lag wellness on arrival
- Daily “Apero” service

### CONTRACT TERMS AND CONDITIONS

#### 01. RATES & TAXES

- All contract rates are quoted **NET** and **non-commissionable**. All government taxes and service charge are included.
- Rates may increase without notice due to any changes in, or imposition of government charges, taxes or levies.
- Rates are valid for inbound individual leisure guests only. Rates are not applicable for groups from 05 rooms and above, meetings, incentives, conventions or exhibitions may vary and are subject to availability.
- Rates are not valid until a signed copy of this contract is returned to the hotel, so as to have your rates loaded into the hotel's reservation system.
- Rates are applicable on the Tour Operator's account against an official authorized voucher. Should guests pay by personal account or extend their stay, best public rates will apply.
- In order for the above rates to be effective, Capella Bangkok must be featured in a printed colour brochure with pictorial and text exposure. Please provide us with a copy of the brochure after publication.
- There will be a quarterly review on production by our Sales Representative or Sales person.

#### 02. DISTRIBUTION OF CONTRACT RATES

- Rates are valid for bundled, packaged or brochure leisure business only.
- Contract rates are only valid for bona fide Tour Operators.

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- Contract rates are for wholesale market and are therefore not applicable for any retail trading especially via electronic distribution channels (i.e. Internet/Website/Online Travel Agent), or by any other internet channels, through owned, affiliated or subsidiary companies, without prior written approval from Capella Hotels and Resorts (to be given or withheld in Capella Bangkok's absolute discretion). If required, the hotel will issue commissionable rates for retail purposes.
- This contract rate is strictly for your company's use and is not available to any corporate accounts or commercial firms. Subcontract to other agencies or tour operators and display of rates on Internet are prohibited.
- The contract rates are not to be offered, knowingly or unknowingly to any party that distribute or retails via internet or any party that caused to distribution or retailing via internet.

**03. RESERVATIONS**

- Reservation requests must be sent in writing by e-mail to [reservations.bangkok@capellahotels.com](mailto:reservations.bangkok@capellahotels.com) with the following information :
  - Guest(s) name including children's names/ages
  - Arrival & departure time and dates
  - Flight information when available
  - Room category
- Reservations will not be considered as confirmed until the Tour Operator receives confirmation in writing from the Hotel. In case no prior reservations are made, best public rates will apply.
- Telephone availability checks are not considered as a commitment for the reservation. The Hotel is not required to provide verbal confirmation of availability.

**04. BEDDING AND CHILDREN POLICIES**

- Child is defined as less than 12 years old, infant as less than 03 years old
- Children and infants can stay free of charge with parents using existing bedding according to maximum bedding capacity inclusive of breakfast at Phra Nakhon. If required an extra bed for child, the additional of THB 2,000 net to be charged per bed per night inclusive of breakfast at Phra Nakhon.
- Extra bed charge of **THB 2,500 net** per bed per night, applicable for all room categories (3<sup>rd</sup> adult extra bed mandatory). This cost includes breakfast at Phra Nakhon and other amenities as indicated at Rates Inclusions on the 2<sup>nd</sup> page of this contract. Maximum 1 extra bed in all room categories.
- Baby cot for infant is provided free of charge
- Please refer to the below bedding capacity

| Room Category      | Bedding Capacity (A: Adult / C: Child) |
|--------------------|--|
| Riverfront         | 2A 1C / 3A                             |
| Riverfront Premier | 2A 1C / 3A                             |
| River Suite        | 2A 1C / 3A                             |
| Villa              | 2A 2C / 3A 1C                          |

**05. ALLOTMENTS**

- Allotments negotiated must materialize at a ratio higher than 80%, If this level is not achieved, the hotel reserves the right to reduce allotment size to match allotment materialization criteria. Evaluation will take place each three (03) months.
- Hotel automatically releases negotiated room allotment space at agreed release dates. Reservations after release date are on request on basis, via the Hotel reservations department only.

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| Room Category      | 01 Nov – 20 Dec 2024<br>and<br>07 Jan – 31 Mar 2025 | 01 Apr – 31 Oct 2025 | 21 Dec 2024 –<br>06 Jan 2025 |
|--------------------|---|----------------------|------------------------------|
| Riverfront         | On Request  | On Request           | On Request                   |
| Riverfront Premier | On Request  | On Request           | On Request                   |
| River Suite        | On Request  | On Request           | On Request                   |
| Villa              | On Request  | On Request           | On Request                   |

#### 06. AIRPORT TRANSFER

|                           |  |
|---------------------------|--|
| Mercedes Benz S-Class     | THB 4,000 per car per way inclusive of tax and service charge (max 2 persons plus 2 checked luggages + 1 hand carry luggage) |
| Mercedes Benz V-Class Van | THB 4,500 per car per way inclusive of tax and service charge (max 5 persons plus 5 checked luggages)                        |
| Fast Track Service        | THB 2,150 per person per way inclusive of tax and service charge   |

*Remark : Baby car seat, baby booster seat are complimentary, required 7 days prior to arrival date.*

#### 07. CANCELLATION / AMENDMENT / NO-SHOW POLICIES

| Details  | Term and conditions  |
|--|--|
| Deadline for cancellation / amendment without charge | Period : 01 Nov – 20 Dec 2024 and 07 Jan – 31 Oct 2025<br>14 days prior to arrival date.                       |
|  | Period : 21 Dec 2024 – 06 Jan 2025<br>90 days prior to arrival date  |
| Late cancellation / amendment                        | 01 night room charge   |
| Cancellation / amendment made on arrival date        | Total room charge will be levied as late cancellation / amendment charge                                       |
| No-show  | Total room charge will be levied as no-show charge.<br>Space for subsequent nights will be released for resale |
| Full name list                                       | To be provided at point of booking   |

#### 08. PAYMENT

|                     |   |
|---------------------|---|
| Account Name        | Waterfront Hotel Co., Ltd.  |
| Bank Account Number | 103 – 441519 - 8  |
| Bank Name           | Bangkok Bank  |
| Swift Code          | BKKBTHBK  |
| Bank Code           | 002   |
| Branch Code         | 0133  |
| Bank Address        | 2209 Charoenkrung Road, Wat Phrayakrai Sub District, Bangkorlaem District, Bangkok 10120 THAILAND |

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| Details | Term and conditions  |
|---------|--|
| Payment | Period: 01 Nov – 20 Dec 2024 and 07 Jan – 31 Oct 2025<br>Full pre-payment to be settled 14 days prior to arrival date.               |
|         | Period: 21 Dec 2024 – 06 Jan 2025<br>Full -pre-payment to be settled 90 days prior to arrival date<br>Non-refundable / No amendment. |

**09. BROCHURE INCLUSION**

- When Capella Bangkok is included in a overseas Tour Operator/Travel Agent's brochure, a pre-copy must be signed off by the Hotel prior to printing. Otherwise, incorrect information will be the responsibility of the Tour Operator/ Travel Agent and not of Capella Bangkok.

**10. AMENDMENTS**

- Amendments to this contract shall only be valid if made in writing and signed by the Hotel. Telephone changes are not accepted.
- The waiver of any terms and conditions for one particular occasion shall not be deemed a waiver of such terms and conditions on any future occasions.

**11. CONFIDENTIALITY**

- The Tour Operator/ Travel Agent confirm and agree that this Agreement is confidential. The Tour Operator/ Travel Agent shall not in any circumstance divulge or permit to be divulged the contents of this agreement.
- Contracts may not be transferred from one company to another without specific authorization of the Hotel.

**12. RIGHT TO TERMINATE**

If either the Tour Operator or Hotel fails or neglects to perform or observe the covenants it is required to perform or observe under this Agreement (“the defaulting party”) and such failure continues for a period of 07 days after service of a notice from the other of them (“the non-defaulting party”) calling upon the defaulting party to remedy the failure, then the non-defaulting party can terminate this Agreement without prejudice to any rights of the parties arising prior to such termination and any rights of action or remedies of the non-defaulting party in respect of the breach, non-performance or non-observance of a covenant or term of this Agreement.

**13. GENERAL CONDITION**

The hotel and Tour Operator each agree to carry adequate liability and other insurance protection itself against any claims arising from any activities conducted in the hotel or if the hotel cannot operate properly or at all due to acts of nature, war, government, regulation, disaster, strikes, civil disorder, curtailment of transportation facilities or other force major conditions beyond its control or its license to operate as a hotel is revoked, cancelled or suspended in any way.

**14. ACT OF GOD**

In the event of an Act of God or of unpredictable events against which it is powerless or which are beyond reasonable control, the party concerned (the hotel or the Tour Operator/Travel Agent) shall be released from its obligations without compensation.

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The terms of this agreement shall be binding upon the hotel only if a copy of the Agreement is duly signed by the Tour Operator and returned to the hotel as specified on or before **30<sup>th</sup> September 2024**. Your signature constitutes your acceptance of and agreement to all terms and conditions contained in the contract.

Signed by : (Hotel)

Name: Pantip Kiettaweedech  
Title: Director of Leisure Sales  
Company: Capella Bangkok

Signature: \_\_\_\_\_

Name: Josephine Png  
Title: Executive Assistant Manager, Sales & Marketing  
Company: Capella Bangkok

(for)  
Signature: \_\_\_\_\_

Accepted by : (Tour Operator)

Name: Ms. Alessandra Girardi  
Title: NUBA – Net Rates Director  
Company: NUBA – EXPEDICIONES S.L.

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