

THE PENINSULA

B A N G K O K

13 December 2024

Ms. Alessandra Girardi
Nuba – Net Rates Director
NUBA S.L. Including
NUBA Expediciones De Mexico, S. DE R.L. DE C.V
NUBA USA, Inc.
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Madrid Spain 28006

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Dear Ms. Girardi

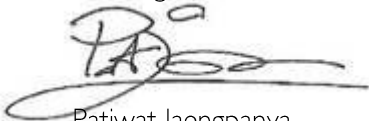
Re: 2024/2025 Wholesale Contract

We are pleased to present your Wholesale Contract from 01 November 2024 to 31 October 2025. Please acknowledge and return one signed copy to us by 23 February 2024 So we can validate your acceptance and load the new rates in our system.

The Peninsula Bangkok highly appreciates your support, and we look forward to another productive partnership ahead.

Thank you once again.

Best regards,



Patiwat Jaengpanya
Assistant Director of Sales
The Peninsula Bangkok

333 Charoennakorn Road, Klongsan, Bangkok 10600, Thailand

T: +66 2 020 2888 F: +66 2 020 2889 pbk@peninsula.com peninsula.com

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WHOLESALE CONTRACT

This agreement is between THE PENINSULA BANGKOK, (hereinafter referred to as 'The Hotel') and NUBA S.L. (hereinafter referred to as 'The Wholesaler/Tour Operator'). In acceptance of this agreement, the Wholesaler/Tour Operator agrees to the rates and conditions set out below by the Hotel.

Period: 01 November 2024 to 31 October 2025 (inclusive)

Applicable: Worldwide Market

I. ROOM RATES

a) Non-Commissionable Rate – ROOM ONLY and ROOM WITH BREAKFAST

Rates are inclusive of 10% service charge and the prevailing government tax at 7.7%

Period of Stay	Room Type	Daily Rate (Room Only)	Daily Rate (With Two Breakfasts)
HIGH SEASON From: 01 November 2024 To: 26 December 2024 (inclusive) And From: 03 January 2025 To: 31 March 2025 (inclusive)	Deluxe Room	14,800	16,400
	Deluxe Balcony Room	17,300	18,900
	Grand Deluxe Room	18,100	19,700
	Grande Deluxe Balcony Room	19,700	21,300
	Deluxe Suite	24,700	26,300
	Grand Deluxe Suite	27,100	28,700
	Connecting Deluxe Room ¹	29,600	32,800
	Connecting Deluxe Suite ²	39,500	42,700
	Third Occupant	2,500	3,000
LOW SEASON From: 1 April 2025 To: 31 October 2025 (inclusive)	Deluxe Room	11,500	13,100
	Deluxe Balcony Room	14,000	15,600
	Grand Deluxe Room	14,800	16,400
	Grande Deluxe Balcony Room	16,400	18,000
	Deluxe Suite	21,400	23,000
	Grand Deluxe Suite	23,800	25,400
	Connecting Deluxe Room ¹	23,000	26,200
	Connecting Deluxe Suite ²	32,900	36,100
	Third Occupant	2,500	3,000

333 Charoennakorn Road, Klongsan, Bangkok 10600, Thailand

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Period of Stay	Room Type	Daily Rate (Room Only)	Daily Rate (With Two Breakfasts)
NEW YEAR From: 27 December 2024 To: 02 January 2025 (inclusive) *Minimum 3 nights stay is required *No check out allowed on 31 December 2024	Deluxe Room	23,300	24,900
	Deluxe Balcony Room	26,400	28,000
	Grand Deluxe Room	27,500	29,100
	Grande Deluxe Balcony Room	29,600	31,200
	Deluxe Suite	36,000	37,600
	Grand Deluxe Suite	39,100	40,700
	Connecting Deluxe Room ¹		
	Connecting Deluxe Suite ²		
	Third Occupant		2,500

* Connecting Deluxe Room¹ = Connecting a Deluxe Room to a Deluxe Room

* Connecting Deluxe Suite² = Connecting a Deluxe Suite to a Deluxe Room

- Above rates quoted are for F.I.T. bookings only.
- Third Occupant charge is inclusive of an extra bed and enjoys breakfast if booked under the 'Room with Breakfast' rate plan. Third Occupant charge for child aged 0-11 years is complimentary and is subject to availability.
- Due to the layout of the Deluxe Balcony Room and Grand Deluxe Balcony Room, no child is allowed, and we are unable to place an extra bed in these room categories.

b) Free Sale

- Free sale scheme with 48-hour cut off time applies for any booking
- The hotel reserves the right to withdraw free sale scheme at any time with advance notice

c) Early Bird Discounts

- For any booking confirmed 30 days prior to the arrival date, a ten percent (10%) reduction on the Room Rates shall apply for both rate plans, as well as rates for Third Occupant. Discount is not applicable to meal rates including child's meal rates.
- For any booking confirmed 60 days prior to the arrival date, a fifteen percent (15%) reduction on the Room Rates shall apply for both rate plans, as well as rates for Third Occupant. Discount is not applicable to meal rates including child's meal rates.
- For any booking confirmed 90 days prior to the arrival date, a twenty percent (20%) reduction on the Room Rates shall apply for both rate plans, as well as rates for Third Occupant. Discount is not applicable to meal rates including child's meal rates.
- These early bird discounts are not applicable to any booking that falls during the New Year Periods between 27 December 2024 to 02 January 2025 (inclusive)

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d) Long Stay Benefits

- For bookings staying 5 nights and above, we will offer the following additional benefits:
 - 50% discount on laundry & dry-cleaning service
 - 20% discount at Hotel's restaurants and in-room dining (excluding alcoholic beverages). Discount benefits may not be used in conjunction with other F&B promotions

e) Special Amenities

- For bookings stated as 'Birthday', 'Honeymoon' or 'Wedding Anniversary', we will offer the following additional amenities and benefits:
 - Special welcome amenities in the room
 - 20% discount on published rates of any spa treatment (Excluding Manicure, Pedicure and Peninsula Wellness Journey Package) at The Peninsula Spa. Discount benefits may not be used in conjunction with other spa promotions

f) Cancellation policies

- Low Season (1 April 2025 to 31 October 2025 inclusive)
Room can be cancelled at no charge 7 days prior to the day of arrival. Should there be a late cancellation or no show; the tour operator will incur the cost for one night's accommodation charge
- High Season (01 November 2024 to 26 December 2024 inclusive, and 03 January 2025 to 31 March 2025 inclusive)
Room can be cancelled at no charge 14 days prior to the day of arrival. Should there be a late cancellation or no show; the tour operator will incur the cost for one night's accommodation charge
- Christmas and New Year (27 December 2024 to 02 January 2025 inclusive)
Advance payment or deposit for the entire stay is required on or before 60 days prior to arrival date. Cancellations must be made 60 days prior to arrival date; otherwise, a cancellation fee equivalent to the entire stay (whole period reserved) shall apply

2. MEAL RATES

Buffet Breakfast	Afternoon Tea	Dim Sum Set Lunch	Buffet Dinner
River Café & Terrace	The Lobby	Mei Jiang	River Café & Terrace
1,100 for one person	1,200 for one person 2,000 for two persons	1,380 for one person (Incl. Chinese tea)	2,200 for one person (Incl. one hot coffee or tea)

- Inclusive of 10% service charge and applicable government tax
- All prices are based on a per person basis, unless otherwise specified
- The above special meal rates are not valid during Christmas's Eve and Christmas Day on 24 to 25 December 2024, and New Year's Eve Dinner on 31 December 2024 and during Festive periods (i.e., Loy Krathong, Chinese New Year, Valentines' Day, Easter and etc.) when themed meal promotions are offered. Prevailing festive seasonal meal rates shall apply during these festive periods

3. CHILD POLICY: below 12 years old

- Third Occupant charge for child aged 0-11 years old is complimentary and is subject to availability
- Contracted meal rates of Buffet Breakfast and Buffet Dinner for child aged 6-11 years is at 50% off
- There is no child rate for Afternoon Tea and Dim Sum Set Lunch
- Child is not allowed to stay in Deluxe Balcony Room and Grand Deluxe Balcony Room

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4. OTHER INFORMATION / CONDITIONS

- Quoted room rates are in local Thai Baht currency
- The Hotel reserves the right to revise the Room Rates and/or Meal Rates mentioned herein, by giving 15 days advance written notice to the Tour Operator. The revised rates(s) shall be valid and binding on the Tour Operator upon notification, in respect of all the room reservations commencing from the date of expiry of the notice period
- The Hotel reserves the right to cancel this agreement and cancel all bookings made by the Tour Operator/Wholesaler under this agreement in the event of any breach of the terms of this agreement by the Tour Operator/Wholesaler
- In order for the above rates to be effective, The Peninsula Bangkok must be featured in a printed colour brochure or in the Wholesaler/Tour Operator's website with pictorial and text exposure. Photo/Video assets and narrative content shall be provided by the Hotel and may be used by the Tour Operator subject to final review and approval of the Hotel prior to release

5. BILLING PROCEDURE

a) Credit Facility / Settlement of Account

Full payment will be required before the arrival of each guest booked unless a credit line has been established.

b) Payment Details

Hotel Account	:	Saving Account
Payable To	:	Siam Chaophraya Holdings Co., Ltd.
Bank Account No.	:	024-2-43388-1
Bank Swift Code	:	SICOTHBK
Bank Address	:	Siam Commercial Bank, Charoennakom Branch, 674 Charoennakom Road Bangkok 10600, Thailand

6. GENERAL TERMS AND CONDITIONS

a) Rate Integrity and Distribution

These contract rates must be marked-up a minimum of 20%. Hotel net rates provided under this agreement need to be appropriately marked up prior to consumer release and not undercut hotel direct rates. Failure to control mark up and distribution of agreed rates will provide the hotel the option to cancel this agreement and outstanding reservations.

These contract rates are for offline wholesale market only and are therefore not to be distributed to any B2C retail trading especially via online travel agencies or channels (i.e., **Agoda, Expedia, Booking.com, Traveloka and Trip.com or any of its subsidiaries**), and other metasearch engine platforms or websites of similar nature that may cause rate parity issues. The hotel reserves the right to cancel this agreement should the Wholesaler/Tour Operator breach any of these conditions.

In its effort to monitor and enforce rate parity across all distribution channels, the Hotel performs regular test bookings. Should there be a rate parity incident that is proven to be the result of the Wholesaler's/Tour operator's negligent distribution of rates across its platforms/sub channels, the Hotel retains the right to cross charge the Wholesaler/Tour operator all expenses related to the test bookings made as well as any penalties and damages incurred as a result thereof.

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b) Rates and Taxes

Room and meal rates specified herein are inclusive of service charge and prevailing taxes, unless otherwise stated. Should the government impose new taxes to the existing applicable tax, these new changes shall be reflected and become effective on the date of implementation of the law mandating the amendment. Any additional charges as a result of the change in tax policies shall be borne by the Wholesaler/Tour Operator. Separate negotiations for special rates other than the contract rates are required for Ad Hoc, Incentive, Meetings and Convention groups.

c) Reservation Policies

The Tour Operator shall direct all individual bookings (F.I.T, maximum of 9 rooms) to the Reservations Department and these are subject to availability and confirmation by the hotel. All group bookings with minimum of 10 rooms and above should be directed to the Sales & Marketing Department. Group rates are to be applied subject to further discussions.

d) Check-In

Confirmed rooms will be made available on the day of arrival as soon as they are ready for occupancy. Check-in time is 2:00 pm onwards. For guests requesting confirmed before 2:00 pm, pre-registration is required and the room to be reserved for the night prior. The room charge is as per the contract rate.

e) Check-Out

Check-out time is 12:00 noon, and a late check-out fee will be applied if the room is vacated after 12:00 noon, unless a prior request is made and approved by The Hotel. This is subject to confirmation and space availability.

- Fifty percent (50%) of the room rate shall apply for late departures between 12:00 noon and 6:00 pm.
- One hundred percent (100%) of the room rate shall apply for departures after 6:00 pm.

f) Guest Information

For us to render better service to your guests and clients, please provide us with all guests' names, arrival, and departure flight details not later than 72 hours prior to arrival date.

g) Confidentiality

The contract contained herein is private and confidential, not be disclosed to any third party for any reason or purpose. Should the F.I.T. rates indicated in this agreement or negotiated group rates, be sold directly to the public or to local commercial companies without the appropriate mark-up level to avoid undercutting hotel direct rates, the hotel reserves the right to cancel this contract and all future bookings.

h) General Condition

The hotel or tour operator each agree to carry adequate liability and other insurance protection for 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.

i) Personal Information

To perform this Agreement, the Hotel will need to collect, process, and store the personal information of the Client's guests and staff, including but not limited to special requests for medical requirements, dietary preferences, and other personal requirements. For more details about how the guests' personal information will be collected, processed, and stored, please refer to [Data Privacy and Security Policy | The Peninsula Hotels](#) on the Hotel's website.

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Please sign and return the duplicate copy to The Hotel no later than **23 February 2024**, to consider this contract definite. Your signature constitutes your acceptance of and agreement to all terms and conditions contained in the contract.

Accepted By: (The Tour Operator/Wholesaler)

Alessandra Girardi
Nuba – Net Rates Director
NUBA S.L.



Signature: _____

Date: 13 December 2024

Signed By: (The Hotel)

Patiwat Jaengpanya
Assistant Director of Sales
The Peninsula Bangkok



Signature: _____

Date: 13 December 2024