



SONEVA JANI RATE AGREEMENT 2025-2026



Prepared for
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1. SONEVA JANI RATES, INCLUSIONS AND OFFERS

1.1 ROOM RATES 2025-2026

Villa Types	Villa Size (sqm)	Rate Based On (Pax)	Peak Season	Premium High Season	High Season (1)	High Season (2)	Shoulder Season
			21.12.25 - 11.01.26	26.01.25 - 04.02.25 15.02.25 - 01.03.25 05.04.25 - 20.04.25 01.10.25 - 07.10.25	12.01.25 - 25.01.25 05.02.25 - 14.02.25 02.03.25 - 04.04.25	21.04.25 - 03.05.25 05.07.25 - 24.08.25 08.10.25 - 20.12.25	04.05.25 - 04.07.25 25.08.25 - 30.09.25
1 Bedroom Water Retreat	411	2	6,900	5,200	4,600	3,500	3,000
1 Bedroom Sunset Water Retreat	411	2	7,200	5,800	5,000	3,800	3,300
2 Bedroom Water Retreat	520	4	14,600	13,300	9,600	7,100	5,000
3 Bedroom Water Retreat	625	6	25,200	20,800	16,700	12,500	9,000
5 Bedroom Water Retreat	1,291	8	42,700	39,000	24,200	18,100	17,400
1 Bedroom Water Reserve	555	2	8,400	6,300	5,700	4,200	3,700
2 Bedroom Water Reserve	772	4	18,200	14,600	11,900	8,900	5,700
2 Bedroom Sunset Water Reserve	772	4	19,300	15,600	12,900	9,900	6,700
4 Bedroom Water Reserve	1,421	8	48,900	45,800	34,900	26,200	21,900
Beach Hideaway	480	2	7,800	5,900	4,800	3,600	2,800
2 Bedroom Island Retreat	446	4	15,600	12,900	9,700	7,000	5,000
3 Bedroom Island Retreat	1,128	6	25,500	22,600	16,500	12,300	9,100
3 Bedroom Island Reserve	1,796	6	35,400	32,300	23,300	17,500	13,200
4 Bedroom Island Reserve	1,788	8	44,800	41,600	34,800	26,000	19,700

Notes:

- I.** A minimum mark up of 15% on the above rates is required. Rates should not be reduced below published rates.
- II.** All above rates are quoted in USD, per room, per night, for single, double occupancy or other as specified below and are non-commissionable.
- III.** The rates are based on Bed & Breakfast at our resort restaurant.
- IV.** The rates may be subject to change.
- V.** Rates are inclusive of Service Charge (10%), Goods & Services Tax (16% GST) and USD 6 Green Tax per night per person.
- VI.** The wholesale rates will not be eligible for group booking for six villas and above.
- VII. Minimum Length of Stay:**
 - A minimum stay of 7 nights is required for all one-bedroom villas and 10 nights for all two-bedroom villas and above for all stays during Peak Season.
 - A minimum stay of 5 nights is required during the Easter period 05 April – 20 April 2025.
- VIII.** For more information about our villa types and maximum occupancy in each villa, refer to the villa features in the resort factsheet at [this link](#)

1.2 SUPPLEMENT CHARGES

Adult refers to age 12 upwards, Child refers to ages 7 to 11.99 and Infant refers to newborn to age 6.99

Additional Guest Charges (Valid for Beach Hideaway only)

High and Shoulder	Adult 650; Child 325; Infant Complimentary	<ul style="list-style-type: none"> Rates are in USD per person per night, inclusive of taxes, service charges and USD 6 Green Tax per night per person and are non-commissionable. Rates are inclusive of extra bed and daily buffet breakfast. Rates can be applied to offers.
Premium High Season	Adult 1,250; Child 625; Infant Complimentary	
Peak Season	Adult 2,000; Child 1,000; Infant Complimentary	

Meal Plans

All rates listed below are in USD per person, per night, inclusive of taxes, service charges and are non-commissionable, and are in addition to nightly villa rates

	Breakfast	Half Board (Food only, Breakfast + Dinner)	Full Board (Food only, Breakfast, Lunch & Dinner)	Compulsory Christmas Eve Supplement	Compulsory New Year's Eve Supplement	Soneva Unlimited
Adult	Included	250	375	1,730	2,300	1,250
Child	Included	125	190	865	1,150	625
Infant	Comp.	Comp.	Comp.	Comp	Comp	Complimentary
<ul style="list-style-type: none"> Breakfast: All meal plans include breakfast at Down to Earth and So Cold. Lunch (Full Board) & Dinner (Half Board / Full Board): Down to Earth, Overseas by Mathias Dahlgren, So Wild and Director's Cut. Should a guest wish to dine at any other outlet, they will receive the following credit towards their meal: USD 125 per adult, USD 65 per child for lunch; and USD 250 per adult, USD 125 per child for dinner. Any consumption exceeding the credit limit will be charged as a supplement (published rates are applicable). Resort credit is valid per day only. Unused credit cannot be carried forward or accumulated. All paying guests within one villa must be on the same meal plan. <ul style="list-style-type: none"> - Unlimited dining at our bars, restaurants, and In-Villa Dining. - Unlimited access to visiting Michelin-starred chef dinners and onsite experiences. - Unlimited non-alcoholic and alcoholic beverages at our bars and restaurants. - Unlimited wines from our Soneva Unlimited Wine List. - Unlimited experiences from our Experiences Menu, including diving. - Unlimited spa treatments and massages at the Soneva Soul Spa. - Access to the complimentary A ice cream, chocolate, and deli rooms 24/7. - Access to our children's club "The Den" and all experiences for children. - Use of the fully- equipped gym. - Daily replenishment of your in-villa minibar. - Daily laundry service. <p>-A full list of Soneva Unlimited inclusions can be viewed here</p>						

Soneva Unlimited **excludes** the following:

- **Return shared seaplane transfers from/to Malé or Maafaru**
- So Soneva boutique purchases
- Soneva in Aqua charters
- Private plane transfers
- Private boat charters
- Sonu's Picnic, So Bespoke, Astronomical Dinner Cruise, Private Dinner at So Starstruck and Floating Kitchen at Soneva Jani.
- In-Villa Soneva Soul Treatments, Microneedling, Medical Treatments, Plasma Therapy and Major Autohaemotherapy
- Sonu's Private Reserve Wine List
- Photography / videography service
- Babysitting & telephone calls
- Festive supplements (Christmas Eve & New Year Eve)

Terms & Conditions:

- All paying guests within one villa must be on Soneva Unlimited

1.3 TRANSFER CHARGES

Adult refers to ages 12 and upwards, Child refers to ages 2 to 11.99 and Infant from newborn to age 1.99. All rates are in USD per person, inclusive of taxes, service charges and are non-commissionable.

Round-trip transfers on Soneva or Manta seaplane.	High, Peak and Premium High Season: Adult 1,300 ; Child 650 ; Infant Complimentary	Shoulder Season: Adult 950 ; Child 475 ; Infant Complimentary
Round-trip transfers via <u>Maafaru airport</u> (wheeled plane and speedboat).	Adult: 600 ; Child: 300 Infant: Complimentary	
One-way private chartered Manta seaplane to/from Malé.	USD 6,800 per way, included CIP Service, for up to 14 persons.	
One-way private chartered Soneva seaplane to/from Malé.	USD 9,400 per way, included CIP Service, for up to 9 persons.	
Transfers between Soneva Fushi and Soneva Jani by Seaplane.	USD 280 per way per adult, USD 140 per way per child.	
Transfers between Soneva Fushi and Soneva Jani by speedboat.	Complimentary one-way transfer by speedboat when combining a stay at Soneva Fushi in the same traveling period (for all guests who sharing with villa). No minimum night stay is required.	

1.4 INCLUSIONS

All below inclusions are combinable with each other, and with our contracted special offers listed below.

<p>Inclusions for ALL villa types, for ALL bookings</p>	<ul style="list-style-type: none"> • Barefoot Guardian for all villas. • Use of “The Den” facilities (children’s club). • Homemade chocolate and ice creams and deli items from the charcuterie room. • Complimentary non-alcoholic beverages and snacks from your in-villa minibar for all one-bedroom water retreats and above. • Daily laundry service *USD 10 per load is charged to donate to the Soneva Foundation. • Use of the Observatory, Cinema Paradiso, Yoga and Meditation at designated times. • One Complimentary 15-minutes Introduction to wellness screening with specialist. • Use of fully equipped gym and tennis courts and non-motorized water sports. • Use of wireless internet in the villa and designated public areas. • Bicycle in each villa for personal use and buggies upon request. • A full list of complimentary inclusions can be viewed at this link.
<p>Repeater guest benefits for ALL villa types</p>	<p>Soneva’s returning guests (Soneva Repeaters) are entitled to a 10% discount on villa rates after any contractual discount stated and some complimentary experiences, which are awarded to guests based on the historical number of stays and the monetary spend of the guest. Complimentary experiences will continually be updated for various reasons such as, but not limited to: availability, seasonality and/or conclusion of an experience, if guest has enjoyed the experience previously, and to keep the experiences fresh, exciting etc... For the most current complimentary experiences offered to your guest please reconfirm this with our reservations team at reservations@soneva.com or +960 660 4300.</p>

1.5. OFFERS 2025 – 2026

OFFER NAME	OFFER DETAILS	VALIDITY	TERMS & CONDITIONS
Family Offer	<p>One- and Two-Bedroom Villas: Up to two children aged under 12 years old.</p> <p>Three Bedroom Villas and above: Up to four children aged under 12 years old.</p> <ul style="list-style-type: none"> • Complimentary accommodation with Full Board when sharing with two paying adults. • Daily 2 hours Babysitting service. • Kids arrival kits – baby accessories, high chairs, prams, play pens, monitors, bottle warmers and bath mats, baby mild and other suppliers. • Welcome gifts for children. • For more information: click here. 	<p>Stay all year-round</p> <p>Blackout: Peak Season</p>	<p>Applicable for all villa types. A minimum of four consecutive nights stay is required. A maximum of two children are allowed to stay in a one-bedroom villa.</p> <p>This offer is combinable with other contracted offers.</p> <p>Not applicable for Soneva Unlimited supplement charges.</p>
Young Enthusiast Offer	<p>Teenagers can bring a friend along to their family holiday at Soneva. Their friend(s) will enjoy a complimentary stay, transfers, and a meal plan similar to the rest of the family.</p>	<p>Stay all year-round</p> <p>Blackout: Peak Season</p>	<p>This benefit is only available to teenagers and their friends, aged 13 to 18, and applicable on bookings with a minimum of 5 nights in villas with two bedrooms or more.</p> <p>Teenagers can invite up to 1 friend for a 2-bedroom villa, 2 friends for a 3-bedroom villa, and a maximum of 3 friends for a 4-bedroom villa or larger.</p>
Honeymoon & Anniversary Offer	<p>For all stays: One Complimentary bottle of wine or sparkling wine per stay.</p> <p>For 4-night stays & above: A complimentary a 60-minutes massage at the spa for 2 persons, once during the stay plus complimentary honeymoon amenities for two persons, once per stay.</p>	<p>All year-round</p>	<p>This offer is combinable with all other offers.</p> <p>This offer can be taken within 12 months of the marriage ceremony.</p>
Soneva Soul Packages	<p>Travel Partners will receive a 10% commission on pre-booked packages. Additional information is provided below.</p> <ul style="list-style-type: none"> • Soneva Soul Detox Programme here. • Soneva Soul Foundation Programme here • Soneva Soul Sleep Programme here. • Soneva Soul Time Rewind Programme here. 	<p>Jan 12, 2025 – Dec 20, 2025</p>	<p>This offer can be combined with other offers and is valid for all villa categories.</p> <p>The commission is before taxes and service charge and is applicable for pre-booked treatments only.</p>
Stem Cell Package	<p>Travel Partners will receive a 10% commission on pre-booked packages.</p>	<p>Jan 12, 2025 – Dec 20, 2025</p>	<p>This offer can be combined with other offers and is valid for all villa categories.</p> <p>The commission is before taxes and service charge and is applicable for pre-booked treatments only.</p>

2. SONEVA IN AQUA

2.1 SONEVA IN AQUA YACHT RATES AND INCLUSIONS

Category name	No. of Cabins	Max. Occupancy	Rate based on (pax)	Peak Season 21.12.25 – 11.01.26	Premium High Season 15.02.25 - 01.03.25 05.04.25 - 20.04.25 18.10.25 – 01.11.25	High Season (1) 12.01.25 - 14.02.25 02.03.25 - 04.04.25	High Season (2) 21.04.25 - 03.05.25 05.07.25 - 24.08.25 05.10.25 - 17.10.25 02.11.25 - 20.12.25	Shoulder Season 04.05.25 - 04.07.25 25.08.25 - 04.10.25
Soneva In Aqua	2	4A+2C	4	22,790	19,740	12,790		8,190
Complimentary inclusions for up to 4 people: <ul style="list-style-type: none"> • Full Board meals, non-alcoholic beverages • Daily cruise for up to 4 hours • One spa treatment per guest per day 								

Notes:

- I. **A minimum mark up of 15% on the above rates is required. Rates should not be reduced below published rates.**
- II. *Yacht rates are quoted in USD, per night, for single or double occupancy, for up to four people.*
- III. *The normal occupancy of the yacht is four people. If an additional two people (adults or children) join to make the maximum occupancy (four adults and two children), the cost of the additional two will be charged at USD 500 net per adult and USD 300 net per child per night.*
- IV. *Rates are non-commissionable.*
- V. *Rates are inclusive of Service Charge (10%), Goods & Services Tax (16% GST) and USD 6 Green Tax per person.*
- VI. *During Peak season: A minimum stay of five nights for all stays falling on 30th and 31st Dec 25.*
- VII. *Children under the age of 4 need prior approval from the captain before boarding Soneva in Aqua.*
- VIII. *Pick up or drop off to another resort outside the Baa Atoll (excluding Soneva Jani) is an extra USD1000++ on top of quoted charter rate. There will be no extra charge to collect or drop guests from resorts within the Baa Atoll for charter onboard Soneva in Aqua.*

2.2 SONEVA IN AQUA PACKAGES AND OFFERS

OFFER NAME	OFFER DETAILS	VALIDITY	TERMS & CONDITIONS
Ocean Castaway Offer	For 2 nights stay: receive 10% off per night. For 4 nights stay: receive 15% off per night. For 7 nights stay: receive 20% off per night. For 14 nights stay and above: receive 25% off per night.	Jan 12, 2025 – Dec 20, 2025 Blackout: Peak & Premium High Seasons	<ul style="list-style-type: none"> • A minimum of two nights stay is required. • This discount is calculated on the yacht nightly rate only. • The discount does not apply to any other supplementary charges or meal rates.
Noonu Atoll Discovery (3 Days-2 Nights) OR Ever Soneva So Connected: Four-Atoll Adventure (5 Days-4 Nights)	Noonu Atoll Discovery (3 Days-2 Nights): Starting at USD 14,742. - Ever Soneva So Connected (5 Days-4 Nights): Starting at USD 27,846. - More information about our itineraries can be found in our Soneva In Aqua brochure .	All year round	<ul style="list-style-type: none"> • The rates include our Ocean Castaway Offer. • The rates are inclusive of Service Charge (10%), Goods & Services Tax (16% GST) and USD 6 Green Tax per person. • The rates are based on shoulder season prices and higher rates will apply to other seasons.
Short Excursion Cruising Package	We offer several short excursions and day packages. The full list is available in our Soneva In Aqua brochure . Starting at: USD 3,500 per couple. Extra person cost (per person): USD 500.- net.	Jan 12, 2025 – Dec 20, 2025 Blackout: Peak & Premium High Seasons	<ul style="list-style-type: none"> • The resort's selling price is a 15% markup from this wholesale agreement. • The charter date can be subject to change due to weather conditions. • All the packages exclude alcoholic beverages.

3. PAYMENT, CANCELLATION AND CREDITS POLICY

3.1 PAYMENT AND CANCELLATION POLICY (Valid for All one- and two- bedroom villas):

	Peak Season	Premium High Season	High & Shoulder Season
Cancellation	25% deposit upon confirmation, refundable up to 90 days prior to arrival. 90 days or less prior to arrival: 100% of stay is retained.	25% deposit upon confirmation, refundable up to 90 days prior to arrival. 90 days or less prior to arrival: 100% of stay is retained.	30 days or less prior to arrival: 100% of stay is retained.
Payment Policy	Upon confirmation: A refundable 25% deposit is required, and 100% full payment is required 90 days before arrival.	Upon confirmation: A refundable 25% deposit is required, and 100% full payment is required 90 days before arrival.	100% full payment is required 30 days before arrival.

3.2 PAYMENT AND CANCELLATION POLICY (Valid for three bedroom villas and above):

	Peak Season	Premium High Season	High & Shoulder Season
Cancellation	Non-refundable 25% deposit upon confirmation. 90 days or less prior to arrival: 100% of stay is retained.	25% deposit upon confirmation, refundable up to 90 days prior to arrival. 90 days or less prior to arrival: 100% of stay is retained.	30 days or less prior to arrival: 100% of stay is retained.
Payment Policy	Upon confirmation: A non-refundable 25% deposit is required, and 100% full payment is required 90 days before arrival.	Upon confirmation: A refundable 25% deposit is required, and 100% full payment is required 90 days before arrival.	100% full payment is required 30 days before arrival.

3.3 BANK DETAILS FOR DEPOSIT AND PAYMENT

Beneficiary Account Name	HILLSIDE VILLA PRIVATE LIMITED
Beneficiary Address	4 th Floor, Jazeera Building, Boduthakurfaanu Magu, Male', Maldives
Beneficiary Account Number	7730000347657
Beneficiary Bank Name	Bank of Maldives Plc.
Beneficiary Bank Address	BML Building, 11 Boduthakurfaanu Magu, Maldives
Swift Code	MALBMVMVXXX
INTERMEDIARY BANKS:	
Intermediate bank (USD)	Deutsche Bank Trust Company Americas, New York
Swift Code	BKTRUS33XXX
Account Number	04464048
Intermediate bank (SGD)	Oversea-Chinese Banking Corporation Limited, Singapore SG
Swift Code	OCBCSGSGXXX
Account Number	717305825001
Intermediate bank (EUR)	Deutsche Bank AG, Frankfurt Am Main, Germany
Account Number	DEUTDEFFXXX
Swift Code	10095519460000

4. MARKETING AND BROCHURE CONTRIBUTIONS

- [Here](#) is a link to our standard Soneva templates for brochure features with options of 50 words, 100 words, 150 words and 200 words.
- Any variations to this standard template must be approved in writing by Soneva. If Soneva has agreed to make a brochure contribution in cash or by barter, the payment of this contribution will only be made if the standard template attached in this contract is used or if a variation is approved in writing. Soneva will not be responsible for paying in cash or barter any brochure contributions for a non-standard presentation that has not been approved in writing. A copy of the brochure page or pages must be sent to Soneva Accounts at the time of invoicing for the brochure contribution. Imagery should be taken from the [Soneva Brand Centre](#).
- [Here](#) is a link to the Soneva Jani folder on Soneva's Brand Centre.
- Soneva Jani's resort factsheet is available at [this](#) link.
- Soneva has developed the Co-Branded-Guidelines in PPT at this [link](#) – these guidelines to outline recommended co-branding scenarios and to provide detailed guidance on how to best activate these scenarios in your communications materials. We appreciate your partnership and know that you will share the responsibility to maintain the positive experience associated with Soneva.

5. DIGITAL MARKETING CLAUSES

5.1 Intellectual Property Rights

The Tour Operator hereby acknowledges that all intellectual property rights in all trademarks, photographs, pictures, artwork, articles and other materials ("IP Materials") provided by The Resort to the Tour Operator or produced by the Tour Operator or its affiliates for the sole purpose of marketing and promoting The Resort are and will remain the sole and exclusive property of The Resort or its affiliates and that the Tour Operator use of such IP Materials does not give rise to any rights, proprietary or otherwise, in the said IP Materials, except the limited right to use set forth in this Agreement.

5.2 Trademarks/Logos

The Agent hereby acknowledges that the Operator or its affiliates owns all right, title and interest in and to its trademarks, including but not limited to "Soneva", "Soneva Fushi", "Soneva Jani", "Soneva Kiri", "Soneva in Aqua", "Soneva Foundation", "Soneva Villa Ownership", "Soneva Stars" and all marks under the "Soneva" umbrella (hereinafter collectively referred to as "Soneva Marks"), as well as the goodwill associated with the Soneva Marks. The Agent acknowledges that the Soneva Marks are and will remain the sole and exclusive property of the Operator or its affiliates and that all use by the Agent of the Soneva Marks inures to the benefit of the Operator or its affiliates. The Agent shall not use the Soneva Marks other than as permitted by this Agreement.

Subject to the terms hereof, the Operator hereby grants to the Agent a non-exclusive, limited license for the term of this Agreement to use the Soneva Marks solely in connection with the marketing and promotion of the Operator under this Agreement (including without limitation as used in the property name and description page for the listing) provided always that the Agent does not (i) register any domain name or trademark containing or comprising any of the Soneva Marks; and (ii) knowingly do anything that is reasonably expected to have a material adverse impact on the Operator's rights in the Soneva Marks.

The Agent shall use best efforts to implement the keywords restrictions in digital advertising (including but not limited to Google Search, Yahoo Search, Bing Search, Baidu Search, meta-search, display advertising) for the Operator, as outlined in Exhibit A. Updates to Exhibit A shall be subject to the written approval of both Parties and shall be implemented within 30 days of mutual approval. The Parties agree that the Agent shall, upon written notice from the Operator, take reasonable and timely steps to stop any advertising, marketing, or SEO keyword campaigns which were created for the purposes of this Agreement within 5 working days and are found to contain keywords in Exhibit A where such use was not approved by the Operator, and that this shall be the Operator's sole remedy with respect to the implementation of keyword restrictions in Exhibit A.

The use of Soneva Marks in any of the Agent's media plans and assets must be approved by the Operator before the start of the campaigns. The Agent shall not, at any time, permit any other party, entity or company to use or reproduce the Soneva Marks, whether in the course of trade or otherwise, without the Operator's prior written consent, except in connection with marketing the Operator through the online marketing channels used generally by the Agent and its affiliates to market the Operator as per the media plans approved by the Operator before the start of any applicable campaigns.

5.3 Content /Photographs

Subject to the terms hereof, the Operator hereby grants to the Agent of a non-exclusive, limited license to use and display, for the duration of this Agreement, selected imagery and content from its website ("Content") or produce its own imagery or copy, solely for the purpose of promoting and marketing the Operator under this Agreement.

The IP Materials used in any of the Agent's media plans and assets must be approved by the Operator before the start of the campaigns. The Agent shall not, at any time, permit any other party, entity or company to use or reproduce the IP Materials, whether in the course of trade or otherwise, without the Operator's prior written consent, except in connection with marketing the Operator through the online marketing channels used generally by the Agent and its affiliates to market the Operator as per the media plans approved by the Operator before the start of any applicable campaigns.

The Agent shall not, at any time, disclose, convey or otherwise provide the Soneva Assets to any other party, entity or company without the Operator's prior written consent, except in connection with marketing the Operator through the online marketing channels used generally by the Agent and its affiliates to market the Operator as per the media plans approved by the Operator before the start of any applicable campaigns. The Agent agrees not to knowingly use any Soneva Asset in any manner that could reasonably be expected to have a material adverse impact on the goodwill attached to such Content.

5.4 Effect of Termination

Upon termination of this Agreement for any reason whatsoever, all licenses herein granted to the Agent under this Agreement shall terminate and the Agent shall use commercially reasonable efforts to cease all use of the IP Materials within a commercially reasonable wind-down period ("Wind Down Period"), including but not limited to the Soneva Marks and Content. Parties acknowledge and agree that any continuing use of the IP Materials after the Wind Down Period shall cause the Operator or its affiliates irreparable harm for which monetary damages will be inadequate and the Agent hereby agrees that, in case of such continuing use by the Agent, the Operator and/or its affiliates shall be immediately entitled to apply for an injunction against further breach, without prejudice to any other relief that the Operator may have against the Agent, in law and equity.

Exhibit A

List of keywords (exact and/or broad matches) to remove from the positive list and add to the negative list for the Agent's digital campaigns including but not limited to Google Search, Yahoo Search, Bing Search, Baidu Search, meta-search, display advertising:

Keywords:

Soneva, Soneva Fushi, Soneva Fuchi, Soneva Jani, Soneva Kiri, Soneva Aqua, Soneva Foundation, Soneva Soul, Soneva Villa Ownership, Soneva Arts, Soneva Soul Spa, Soneva Resort, Soneva Resorts, Soneva Hotel, Soneva Hotels, Soneva Villa, Soneva Villas, Fushi, Fuchi, Jani, Kiri, Aqua, Acqua, Aqua, Soul, SonevaFushi, SonevaFuchi, SonevaJani, SonevaKiri, SonevaAqua, SonevaAcqua, SonevaFoundation, SonevaSoul, SonevaVillaOwnership, SonevaArts, SonevaSoulSpa, SonevaResort, SonevaResorts, SonevaHotel, SonevaHotels, SonevaVilla, SonevaVillas, Kobkood, Koh, Kood, Сонева, фуши, соневафуши, джани, соневаджани, кири, соневакири, ソネバジャニ, ソネバ, ジャニ, جاني سو سونيفا, ソネバキリ, キリ, ソネバフシ, フシ, كيري سونيفا, فوشي سونيفا, 索尼娃, 索尼娃 賈尼, 賈尼, 索尼娃奇芮, 奇芮, 索尼娃芙西, 芙西

6. TERMS & CONDITIONS

1. Rates:

- a. Rates are inclusive of the 10% service charge, GST 16% and USD 6 Green Tax per night per person. Rates are non-commissionable and quoted in USD. Any future change in government tax charges will be effective from the date of implementation.
- b. Rates are based on two adults sharing unless otherwise specified and are only applicable to travel partner clients.
- c. Rates quoted are NOT applicable to individual travelers or corporate accounts.
- d. Rates offered are applicable ONLY if reservations are made directly to the Resort.
- e. **The Travel Partner shall not be eligible for commissions on villa upselling or service upgrades, such as an enhanced meal plan or experiences, arranged directly by guests with the resort after their arrival.**
- f. The Travel Partner is not entitled to offer accommodation at the Resort to third parties at rates lower than the Resorts' published tariff prevailing at the time of intended occupancy. The Resort shall advise the Travel Partner of the tariff changes as and when these occur.
- g. All information and rates offered in this agreement are strictly confidential and may not be disclosed to third parties for any reason.
- h. Rates are not valid for internet portal sites. Should tour operators wish to promote their packages on the internet, any daily room rates shown on web sites must include a minimum 15% mark up, or at least be equal to the daily rate published on Soneva.com. Where applicable, the rates must be packaged with flights / transportation and other value-added arrangements so that the rates are not revealed to the public. The business partner may not sell or resell on these rates to any third party who uses the internet as a medium or advertising / distribution without expressed prior written consent of Soneva. If the partner breaches the obligations above, Soneva reserves the right at its option to withdraw the rates or terminate entirely this agreement, without notice.
- i. The Travel Partner is in breach of the agreement, if the partner or its affiliates publish the Wholesale F.I.T Rate to any third parties or to the general public and/or provide the Wholesale F.I.T Rate to its online providers for onward sale to the general public (also known as B2C channels). In these cases, The Travel Partner must stop selling at the Wholesale F.I.T Rate with immediate effect.
- j. In addition Soneva shall have the right to cease providing the Wholesale F.I.T Rate until such time that the breach is remedied, also Travel Partner shall be immediately liable for all claims made by guests against Soneva Best Rates guarantee and any payment made by Soneva as a result of the breach under this Clause to any guests.

2. Barter Agreements: will be issued separately – however, please note that barter agreements can only be deducted 15% from invoices relating to new visitors to Soneva.

3. Brochure Features must be reviewed and signed off by Soneva, prior to printing.

4. Confidentiality: All information and rates offered in this agreement are strictly confidential and may not be disclosed to third parties for any reason or purpose.

5. Check-in/ Check-out times: Check-in is at 14:00 hrs, Check-out is at 12:00 noon. Late check-out charges: until 18.00 hrs 50% of contracted rate, after 18:00 hrs 100% of contracted rate.

6. Groups: Any reservation of 6 rooms and above is considered a group, which requires a separate group quotation that can be obtained from the speaking to one of Soneva's Sales Representatives.

7. No Show & Early Check Out Policy: In the event that the individual or entire group does not arrive, arrive later than the confirmed arrival date, or departs 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.

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

9. Stop Sell Procedure: The Resort reserves the right to request a Stop Sell to the business partner. All rooms sold under confirmed allotment must be reported in writing within forty-eight hours (48) of the Stop Sell notification to the Resort and unused allotment must be returned to the hotel by the business partner.

10. Reservations Procedure: Reservations can be accepted by email or telephone, however reservations must be confirmed in writing by Soneva's Reservations Department. All bookings/amendments/cancellations must be reported immediately to the Reservations department.

11. Transfers

- a. All international flight dates and times must be provided at the time of reservation.
- b. Seaplanes are not allowed to fly at night as per Maldivian law, therefore any guests arriving after 4pm Male' time will need to take a domestic transfer or stay overnight in Male'.
- c. Guests may book CIP services offered by Velana International Airport on arrival and departure, to minimize wait time for formalities upon arrival or departure to ensure a smooth transfer. A charge of USD 280 net will be applied per person per way.
- d. Prices are subject to change without prior notice in accordance with any increases in fuel prices and taxes.

12. My Soneva Preferences Form: All Tour Operators will receive the My Soneva Preference form to complete via email. It is mandatory for these to be submitted to the Resort prior to the guest's arrival to ensure we fully customize the experience according to the guests' preferences.

13. Allotments:

- a. Room allotments are subject to seasonal variation. The Resort may request return of allotments during high demand periods.
- b. Allotments are not uploaded into our reservation system until a signed contract is returned.
- c. Any unused allotments will be automatically released on the cutoff date without notification.
- d. When the allotment has been filled, additional bookings will only be accepted on rates available at the time of reservation.
- e. Allotments can be retracted by the GM or DOSM if the allotment materialization drops below 60% of rooms allotted. Allotments will be released automatically without any prior notice if materialization is below 40% of rooms allotted.

14. Cancellations: Save and except where deposits have been duly paid in accordance with the above, the Resort reserves its absolute right to release 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 guests' name with an original booking confirmed. During the High/Peak Season, the Resort will inform with each reservation the time limit (cut off period) of each reservation to observe all points stipulated in this contract. The Resort reserves its absolute right to release the room reserved (WITHOUT any prior notice if the conditions in this contract are not observed). All deposits are non-negotiable and non-refundable if cut off periods/cancellation notices are not observed. Please note that cancellations will not be accepted until they have been confirmed by the Resort by return fax or e-mail.

- 15. Renovation:** 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. 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.
- 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, 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. Transfer of rights:** The Tour Operator may not assign or transfer any of its rights and obligations under this agreement.
- 20. Termination:** A) his 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 Hotel. 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 1.5% 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.



Date: August 12, 2024
Contact: Akaravej Nirundonpruk
Position: Director of Sales
Soneva

Date:
Contact: Alessandra Girardi
Position: Product Manager
Nuba Expediciones