

TOUR OPERATOR AGREEMENT

THE PARTIES			
Kata Rocks Co., Ltd. (hereafter, the "Resort")		Winged Boots (hereafter, the "Tour Operator")	
Registered Address:	186/22 Khok Tanod Road Kata Beach 83100 Phuket Thailand	Registered Address:	North House, St Edwards Way, Romford RM1 3AE
Phone:	+66(0)76 370777	Phone:	0203 816 0984
Fax:	+66(0)76 370776	Fax:	
Email:	resortmanager@katarocks.com	Email:	mailto:Anna@wingedboots.co.uk
Signatory:	Mrs Sandy Nichapa Robson Resort Manager	Signatory:	Anna Maria Jansen

1. COMMERCIAL TERMS

GENERAL	
Currency:	Thai Baht (THB)
VALIDITY	
Valid From:	01-May-2019
Valid To:	30-April-2020
The Resort will evaluate the account productivity and during the first six (6) months the Resort will reserve the right to either adjust or cancel this agreement based on the room night materialization. Termination, adjustment will be advised in writing thirty (30) days in advance of action taking effect.	

FIT RATES FOR WORLDWIDE MARKET (Except SOUTH KOREA and CHINA)

Apartment Details		Guests		Low	High 1	Peak	High 2
Apartment Name	Area Sqm.	# of Guests included	Max # of Guests (A = Adult) (C = Child)	01 May 19 - 30 Nov 19	01 Dec 19 - 19 Dec 19	20 Dec 19 - 04 Jan 20	05 Jan 20 - 30 Apr 20
1 Bedroom Sky Pool Villa	175	2	2A + 1C	20,200	30,385	45,835	30,385
1 Bedroom Ocean Pool Loft	134	2	2A	22,860	34,710	55,100	34,710
2 Bedroom Sky Pool Villa	191	4	4A + 2C	25,650	38,390	58,710	38,930
3 Bedroom Sky Pool Villa	334	6	6A + 3C	42,020	68,390	107,120	68,390
4 Bedroom Sky Pool Villa Penthouse	460	8	8A + 4C	51,910	85,490	133,900	85,490

RATES INCLUSIONS

- Contracted room rates are inclusive of a-la-carte breakfast for every person in the villa.
- Complimentary WIFI connection in rooms and public areas
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NEW YEAR'S EVE

No check out permitted on 31st Dec and 1st Jan 2020 – **Minimum Length of Stay 4 nights if incorporating these dates.**

CANCELLATION POLICY

Cancellations	Low	High/Shoulder	Peak
Within 45 days of arrival			100% of total Stay
Within 30 days of arrival	50% of total Stay	50% of total Stay	
Within 14 days of arrival	100% of total Stay	100% of total Stay	

NO SHOW / EARLY DEPARTURE

100% room charge will be applied for no show or early departure

CHILD POLICY		
One (1) child aged up to 6 years old is allowed to share existing bedroom with parents, Two (2) children additional per bedroom for Two Bedroom units, policy also applies for three (3) and four (4) bedroom villas. Cots available on request. Children under 12 years old are allowed free entry the kids club.		
EXTRA BED		
No Extra beds or sofa bed.		
PET POLICY		
No pets are allowed in the Resort.		
AIRPORT TRANSFER		
Car Type	Contract Rate(One Way)	Remarks
Luxury Van	THB 1,765 Net	Max. pax in each car = 4 pax, depending on the load of the luggage
RESERVATION PROCEDURE		
Reservations shall not be binding until the Tour Operator has received written acceptance and confirmation from the Resort. The Tour Operator shall submit to the Resort confirmed rooming list and flight arrival information at least 14 days prior to Guests' arrival.		
CHECK-IN & CHECK-OUT TIMES		
Check-in:	Check-in Time:	15:00 hours
	Early check-in:	Subject to availability.
Check-out:	Check-out Time:	12:00 Noon
	Late check-out:	Up to 18:00 hours will be charged at 50% of the contract rate providing this is booked at the time of the reservation. Otherwise 50% of the published rate will apply.
	Early check-out:	Unused room nights are not refundable for early departure.
PAYMENTS		
Payment Conditions:	All payments have to be settled in the currency indicated on the invoice by bank transfer, net of any bank charges, to the Resort's account below or any other account duly notified by the Resort to the Tour Operator in writing from time to time.	
Pre-payment:	Unless credit has been established with the Resort, full pre-payment of the entire stay must be made thirty (30) days prior to arrival (Low Season and High Season) and forty five (45) days prior to arrival (Peak Season) or booking will be automatically released.	
Bank Details:	Payable to:	Kata Rocks Co., Ltd.
	Bank :	Siam Commercial Bank PLC.
	Bank Address:	16/28 Moo.8 Chao Fa Rd., Chalong Muang , Phuket 83130, Thailand
	Branch:	Hayek Chalong (Phuket)
	Account No:	737-3-01942-1
	Swift Code :	SICOTHBK

RATES TERMS & CONDITIONS	
<ul style="list-style-type: none"> All quoted rates are net, non-commissionable and inclusive of 10% service charge, 7% VAT and 1% provincial tax. In the event of new taxes being imposed, the Resort reserves the right to introduce these in accordance with Thai law. Rates are extended on the understanding that the Resort will be featured in promotional brochures as a 5-star deluxe Resort. Rates and policies included in this agreement are for FIT market only, not valid for GIT series / AD HOC Groups. Rates for groups (5 rooms and above) are offered on case-by-case basis, subject to space availability. The Tour Operator strictly undertakes not to utilize any villa/meal reservation or allocation other than for packaged booking(s)/customer(s) (which package shall include flight, meals and accommodation) directly arranged or led by the Tour Operator. Should an a villa only rate need to be sold the rates stipulated in this Agreement will not be applicable; the Tour Operator needs to obtain prior approval and applicable rates from the Resort will be required; in this case. Selling price must be marked up minimum of 20% on top of the contract rate or promotion. 	

DISTRIBUTION & REDISTRIBUTION OF RESORT INVENTORY

- The Resort must be featured in the Tour Operator brochures, and on the Tour Operator's website. Failure to include the Resort will result in cancellation of any net wholesale rate and published rates will apply. The Resort name must not be used on any advertising or third party websites, without prior written approval from the Resort.
- The Resort reserves the right to approve all information related to the Resort, including but not limited to use of Resort name, logo, property description, any photography proprietary marks, or its associated logo. Any printed forms or literature pertaining to the Resort must be reviewed and approved in writing by the Resort. The Resort reserves the right to cancel this agreement if compliance with the aforementioned is not met.
- The Tour Operator is also responsible for ensuring that any associated or affiliated web sites follows the terms of this agreement. The Resort does not permit information, rates, or inventory to be placed in any 'web only' price context, auction, reverse auction or other internet-specific pricing mechanism.

CONTACT DETAILS

Resort Address:	186/22 Khok Tanod Rd, Kata Beach, Muang, Phuket, 83100 Thailand		
Phone:	+66(0)76 370777	Fax:	+66(0)76 370776
Emails:	Resort Manager:	resortmanager@katarocks.com	
	Reservations:	reservations@katarocks.com	
	Sales:	dos@katarocks.com	

PROMOTIONS
Low, High & Peak Season – Early Booking Offer

20% discount off contract rate on all room type for 30 days advance booking.
 30% discount off contract rate on all room type for 60 days advance booking.

Long stay supplement Early Booking Offer

All stays of 7 nights are entitled to an additional 7% discount on top of the above discounts book by dates apply as above

Family Offer (Low & High Season)

All children under 12 dine free when accompanied by a paying adult, valid for low and high season for stays of 4 or more paid nights in a 2, 3 or 4 bedroom unit. – **Combinable with all contracted offers**


Honeymoon offer (Low & High Season)

All Honeymooners staying at Kata Rocks for 4 or more nights are entitled to a complimentary romantic (Thai or Western) set dinner for two at the restaurant (food only) **or** two 60-minute oil massages at the Infinite Luxury Spa, valid for high and low season – proof of marriage is required on arrival and within 3 months of the date of marriage – **Combinable with all contracted offers**

SUPPLEMENTARY CONDITIONS

- No maximum free night limited (must be same guest stay)
- Breakfast is included on the free night same number of guest on the pay night.

 For and on behalf of the **Resort**

 For and on behalf of the **Tour Operator**


Anna-M.Janssen

 13th March 2018 / Mrs Sandy Nichapa Robson – Resort Manager

 03rd May 2018, Anna-Maria Janssen, Product Manager

GENERAL PROVISIONS**2.1. DEFINITIONS**

- 2.1.1. "Business Day" means any day other than a Saturday, Sunday or public holiday in Thailand.
- 2.1.2. "Confidential Information" means all documents, accounts, know-how, drawings, specifications, designs, costs, methods, processes, customer lists, supplier lists, the documentation and data bases of the Resort to which the Tour Operator may have access as a result of pursuant to or in the performance of this Agreement, and all other information which is by its nature confidential.
- 2.1.3. "Guest(s)" shall mean the customers of the Tour Operator for whom resort services are booked.
- 2.1.4. The Resort and the Tour Operator shall together be referred to as "The Parties" and individually as a "Party".

2.2. GENERAL DISPOSITIONS

- 2.2.1. INVALIDITY: If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect.
- 2.2.2. NO EXCLUSION OF RIGHTS: The rights, powers or remedies provided in this Agreement are cumulative with and not exclusive of any rights, powers or remedies provided independently of this Agreement.
- 2.2.3. NOTICE: Any communication required or desired to be given under this Agreement must be written and (i) delivered personally, (ii) sent via overnight delivery service (e.g. FedEx or UPS), or (iii) sent via facsimile or email, addressed to the Party at the address set forth in the beginning of this Agreement. Either Party may change its address, for purposes of this Agreement, by sending notice to the other Party according to this paragraph.
- 2.2.4. PROVISIONS SURVIVE COMPLETION: Each provision of this Agreement capable of having effect after completion of the Agreement and each representation and warranty made in this Agreement will survive the execution, delivery and completion of this Agreement and the performance of all obligations under this Agreement and will not merge on completion.
- 2.2.5. SCANNED OR FACSIMILE COPIES: If either Party uses a scanned or facsimile transmittal, that copy shall be deemed to be an original once certified by both Parties.
- 2.2.6. CHANGES: Any changes, amendments or additions to this Agreement shall not be binding until such changes have been approved in writing by both Parties.
- 2.2.7. MODIFICATION OF CONTRACT: The Resort must receive the signed contract back at least thirty (30) days before its start date in order to be able to take the reservations at the contracted net rate, otherwise best rate available will be applicable.

2.3. SCOPE AND PURPOSE OF THE AGREEMENT

- 2.3.1. The terms and conditions in this Agreement shall not apply for the booking of rooms or groups of rooms for events such as conferences and seminars.
- 2.3.2. The Tour Operator provides tour planning and organization to its customers, such as but not limited to marketing and promotion of the Resort within the tour package, travel and transportation bookings, hotel bookings, activity bookings, etc.
- 2.3.3. The Resort provides hotel services as hotel room, meal arrangements and other offers agreed upon between the Tour Operator and the Resort and to be performed by the Resort.

2.4. CONFIDENTIALITY

- 2.4.1. The Tour Operator covenants with the Resort that it will keep secret and confidential all Confidential Information and all other information disclosed to it relevant to the Resort and its business.
The Tour Operator is solely responsible for the use, supervision, management and control of all Confidential Information and must ensure that Confidential Information is protected at all times from access, use or misuse, damage or destruction by any person not authorised in writing by the Resort. The provisions of this clause shall survive the termination or expiration of this Agreement without limit in time.
- 2.4.2. The Tour Operator covenants and agrees to restrict the dissemination, circulation and supply of the Confidential Information within its own organization to those persons who require need to know to enable the Tour Operator to perform its obligations in accordance with this Agreement.
- 2.4.3. The Tour Operator hereby acknowledges that it is aware and fully understands that in the event of any breach by the Tour Operator or any of its employees, officers, servants or agents of its obligations under this contract then the Resort will suffer substantial loss and damage. The Resort will be entitled to claim any such losses and damages including any consequential losses from the Tour Operator as a debt due.

2.5. INDEMNIFICATION AND INSURANCE

- 2.5.1. The Resort shall indemnify, defend and hold harmless the Tour Operator, its officers, directors, employees, volunteers and agents, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges that the Tour Operator, its officers, directors, employees, volunteers and agents, may suffer arising out of the negligence of the Resort, its officers, directors, employees, contractors, or any other person or organization hired by the Resort.
- 2.5.2. The Tour Operator shall indemnify, defend and hold harmless the Resort, its officers, directors, employees and agents, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which the Resort, its officers, directors, employees, and agents, may suffer arising out of the negligence of the Tour Operator, its officers, directors, employees, contractors, or any other person or organization hired by the Tour Operator.

2.6. FORCE MAJEURE

If, for any reason beyond the control of the Resort, including but without limiting the generality of the following; Acts of God, fire, floods, weather, war, rebellion, riots or civil commotion, strikes or labour stoppages, accidents or mechanical failures including 3rd parties, refusal, suspension or cancellation by any government authority of any licenses, permits or authorization which the Resort has need of to operate, the Resort is unable to perform any or all of its obligations, under this agreement, the Resort will not have any direct liability to the Tour Operator or its Guests in such an event.

2.7. TERMINATION

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- 2.7.1 This Agreement may be terminated for cause, in accordance with the dispositions below, upon written notice given by either Party to the other. In the event of any termination of this Agreement for cause, the Resort shall immediately refund any advance payment made by the Tour Operator or its attendees on a pro rata basis, and the Tour Operator shall not be responsible to pay the Resort any additional amounts otherwise due under this Agreement.
- 2.7.2 The exercise by the terminating Party of the option to terminate is agreed by the Parties to constitute the exercise of a contractual option and not a default.
- 2.7.3 Except as otherwise provided in this Agreement, neither Party shall have the right to terminate their obligations under this Agreement. This Agreement is, however, subject to termination for cause without liability to the terminating Party, under any of the following conditions:
- i. Any advance payment made by the Tour Operator shall be refunded to the Party within 30 days after written notice of termination, provided that a period of 14 days has gone by without reasonable remedies to such cause.
 - ii. Change in Management: The Resort agrees to notify the Tour Operator in writing of any change of franchise affiliation or change in management company of the Resort or if the Resort shall (i) be adjudicated as bankrupt or insolvent by any court of competent jurisdiction (ii) be voluntarily or involuntarily placed in reorganization under any bankruptcy laws (iii) make an assignment for the benefit of creditors (iv) consent to the appointment of a receiver, liquidator or trustee for itself or for a major part of its assets (v) file any pleading, petition or other instrument in any court whatsoever seeking to take advantage of any bankruptcy or insolvency act or (vi) file in any proceeding whatsoever any instrument in which it shall in substance or effect admit its inability to pay its debts as they mature. The Tour Operator shall have the right to terminate this Agreement without liability under these circumstances if the Tour Operator believes that the services and appearance of the Resort may be affected adversely by such a change in ownership or management or possible bankruptcy.
 - iii. If The Tour Operator decides not to terminate this Agreement, the Resort shall provide the Tour Operator with a letter stating that all concessions set forth in this Agreement will be honoured without substitution. If the Tour Operator's marketing material or hand-outs have to be altered due to the change, the Resort agrees to reimburse the Tour Operator for reproduction costs.
 - iv. Other causes: Either Party is made bankrupt, either Party enters into any composition or arrangement with its creditors, either Party has a winding up or dissolution order made, either Party has a provisional liquidator appointed, either Party has a manager or receiver appointed to manage the whole or any part its business and/or either Party ceases to carry on its business.

2.8. GOVERNING LAWS AND APPLICABLE JURISDICTION

This Agreement, validity, interpretation, execution and termination of this Agreement shall be governed by the laws and regulations of Thailand. Each of the Parties irrevocably submits to and accepts the exclusive jurisdiction of any of the Courts of Thailand and any courts of appeal from those courts.

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