

turyaa
KALUTARA

HOTEL CONTRACT – (Name of Travel Agent.....)

Between Aitken Spence Hotel Managements (Private) Limited
Managing Agent for TURYAA KALUTARA
315, Vauxhall Street,
Colombo 02.

Represented by Mr. Suhith Jayasinghe
Deputy General Manager - Sales & Marketing

and **Name of Travel Agent.....**
Address.....

Represented by (Name of Agent Officer signatory to the contract)
(Designation)

Hotels: **TURYAA KALUTARA**

Period 01st November 2019 - 30th April 2020

315, Vauxhall Street, Colombo 2
 Tel : 011 2308408 Fax : 011 2433755 E Mail : ashmres@aitkenspenchotels.lk
www.aitkenspenchotels.com

HOTEL CONTRACT - WINTER 2019 / 2020 **TURYAA KALUTARA**

Period : 01st November 2019 - 30th April 2020
 Category: Deluxe
 Currency: USD

Contract Date : 28/03/2019

ALL OTHER MARKETS															
PERIODS	01November to 24 December '19			25 December to 10 January '20			11 January to 28 February '20			01 March to 31 March '20			01 April to 30 April '20		
BASIS	SINGLE	DOUBLE	TRIPLE	SINGLE	DOUBLE	TRIPLE	SINGLE	DOUBLE	TRIPLE	SINGLE	DOUBLE	TRIPLE	SINGLE	DOUBLE	TRIPLE
Bed & Breakfast	\$173	\$204	\$275	\$252	\$297	\$400	\$202	\$238	\$321	\$186	\$219	\$296	\$173	\$204	\$275
Half Board	\$213	\$250	\$338	\$291	\$342	\$462	\$242	\$284	\$384	\$226	\$266	\$359	\$213	\$250	\$338

ASIA , MIDDLE EAST,INDIAN SUBCONTINENT ,FAR EAST, AUSTRALIA, RUSSIA & CIS															
PERIODS	01November to 24 December '19			25 December to 10 January '20			11 January to 28 February '20			01 March to 31 March '20			01 April to 30 April '20		
BASIS	SINGLE	DOUBLE	TRIPLE	SINGLE	DOUBLE	TRIPLE	SINGLE	DOUBLE	TRIPLE	SINGLE	DOUBLE	TRIPLE	SINGLE	DOUBLE	TRIPLE
Bed & Breakfast	\$156	\$183	\$247	\$235	\$276	\$373	\$185	\$217	\$293	\$169	\$199	\$268	\$156	\$183	\$247
Half Board	\$195	\$230	\$310	\$273	\$321	\$434	\$224	\$264	\$356	\$208	\$245	\$331	\$195	\$230	\$310

MEAL RATES	Breakfast	Lunch	Dinner	AI
(Per person, per day)	\$15	\$18	\$20	\$30

* All Inclusive Supplement applicable only on HB rate

Supplements (per room, per night)	
Cabana	\$30
Superior Deluxe	\$30
Family Suite	\$75
Luxury Suite	\$100

Compulsory Supplements (per person, per night)	BB	HB	FB
Chirstmas Gala Dinner (24th December) **	85	60	60
New Year Gala Dinner (31st December)	125	100	100

Free Night Offer	* Stay 6 nights & pay 5 nights on BB/ HB basis for stays between 01/11/19 - 22/12/19 & 01/03/20 - 30/04/20 * Stay 12 nights & pay 10 nights on BB/ HB basis for stays between 01/11/19 - 22/12/19 & 01/03/20 - 30/04/20 * Stay 19 nights & pay 15 nights on BB/ HB basis for stays between 01/11/19 - 22/12/19 & 01/03/20 - 30/04/20												
GIT	* Groups of 15 and above are entitled to a discount of 10% on the basis booked. * Every 15 pax get half a double FOC to a maximum 2 doubles on the basis booked.												
Conditions applicable	* All rates and supplements are nett and non commissionable. * All rates are subject to revision. * The above rates will not applicable for Polish market. * Children below 6 years FOC. 7- 11.99 Years 50% of the meal rates (Max 02 children) on BB & HB (Excluding Extra Bed). * Children below 1- 6.99 FOC. 7- 11.99 Years 50% of the meal rate (Max 02 children). * All Inclusive - Children 7 - 11.99 years 50% on the sharing double rate (Excluding Extra Bed). * Christmas & New Year Dinner supplement - 50% for children between 7-11.99 years . * Extra bed - \$ 15.00												
Guides policy	* 15 pax and above FOC. * Less than 15 pax the following rates applicable (LKR).												
	<table border="1"> <thead> <tr> <th>Bed & Breakfast</th> <th>6,100</th> <th>Half Board</th> <th>6870</th> <th>Full Board</th> <th>7,625</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Bed & Breakfast	6,100	Half Board	6870	Full Board	7,625						
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Terms and Conditions

1. The enclosed rates should not be published on the internet by you or any other third party.
2. The enclosed rates cannot be extended to the **Polish market**.
3. If the rates enclosed are to be published in any form, they should not be published on a sell-alone basis, but should be sold as a package, as these rates are special rates extended on a confidential basis.
4. Travel agents without credit facilities are required to make the relevant payment before the client checks into the hotel 3 days prior. Cheques to be sent 5 working days prior to the clients arrival. Dated cheques are not accepted.
5. Travel agents that are entitled to credit facilities should make necessary payments within one month of the departure of guests. Aitken Spence Hotels reserves the rights to charge interest equal to rates charged on overdraft facilities by local banks on all outstanding amounts not settled within the stipulated period.
6. Child Policy:
 - Children between the age of 1 – 6.99 years FOC.
 - Children between the age of 7 – 11.99 years 50% of the meal rate sharing parents room . (Max 02 children).
 - Children 12yrs & above at adult rate.
7. Guide Policy: Please note in the event the hotel is full we will be compelled to transfer the guide (alternate accommodation will be arranged).

8. Cancellation Policy:

❖ For the period from 01/11/2019 to 30/04/2020

- Cancellations within 00 to 06 days of the arrival date – 100% of the value of the booking
- Cancellations within 07 to 13 days of the arrival date – 50% of the value of the booking
- Cancellations within 14 to 30 days of the arrival date – 25% of the value of the booking
- Cancellations beyond 30 days of the arrival date – to be decided by the hotel on case-by-case basis

❖ Cancellation Policy for Special Groups

- Cancellation chargers will be applicable as per the terms & conditions mentioned in the booking confirmation mail.

No show policy: No show will be charged 100% booking value.

Check-in / Check-out: Check in 1400 hrs / Check out 1200 hrs

Conditions:

1. **Above rates are applicable for the indicated market only.**
2. Rates quoted are per room per night inclusive of Government taxes and are nett and non-commissionable.
3. Maximum occupancy per room 02 adults or 02 adults and 01 child under the age of 12 years (without extra bed) or 03 adults .
4. (Name of TO/DMC/Agent) will forward to the Hotel the bookings on a "Sell & Report" basis.
5. (Name of TO/DMC/Agent) shall provide the guest with the voucher, which the Hotel undertakes to honour in terms of this Contract.
6. **Payments:** Travel agents without credit facilities are required to make the relevant payment as follows.
 - If payment is by cheque (Colombo Zone) - it should be made 3 working days prior to the reservation and addressed to the Service Provider.
 - If payment is by cheque (Out Station) - it should be made 5 working days prior to the reservation and addressed to the Service Provider.
 - If 5 working days are not available payments must be made by cash.
 - Please be advised that the above must be strictly adhered to, if payments are not received as mentioned above the Service Provider shall be compelled to charge the clients direct on departure.
7. **Payment Policy** – Travel agents who are entitled to credit facilities shall make necessary payments within 30 days of invoicing to the Bank Account given below.

Hotel Bank account details

Hotel Name - TURYAA KAUTARA
A/c Name - GOLDEN SUN RESORT (PVT) LTD
Bank Name - HATTON NATIONAL BANK PLC
Branch Name - KALUTHARA
A /C Number - # 034010004937

8. All reservations should be directed to ashmres@aitkenspence.lk on a sell and report basis in addition to a weekly forecast.
9. The attached terms & conditions shall form an integral part of this contract.
10. This agreement shall be signed in any number of counter parts, each of which shall form one and same contract.
11. **Validity:** This Agreement shall be valid for a period set out on the main contract and extended on mutually agreed terms unless terminated earlier as set out in this Agreement.
12. **Complaints:** Any complaints by the guests shall be recorded in writing at the property prior to departure. Resort will not entertain or respond to any new complaints received after check out. Deductions related to complaints shall be agreed in writing in consultation with the Operator and the Tour Operator shall ensure that the guest provides a letter of discharge to the Hotel prior to their departure.

13. **Termination:** The termination of this contract by either party before the end of the contract period will be with 03 months' prior written notice to the other sent via registered post/courier to the address of the parties provided at the commencement hereof.

On termination, all intellectual property of the Service Provider shall be returned forthwith in whatsoever format stored, and the Operator and or its agents, employees and any authorized third parties shall cease to use any of the intellectual property of the Service Provider thereafter.

14. **Advertising Participation:** The Service Provider shall have a right to specify the size of its portrayal in the catalogue/brochure of the Operator. The Service Provider shall provide its intellectual property including logos, trademarks/names, copy right images/video footage and related copy right content for the exclusive purpose of feature in the publications of the Operator.

The Fee for Advertising Participation shall be agreed upon at the time of entering into the contract, but shall be invoiced separately.

15. **Applicable law and dispute Resolution:** This Agreement shall be governed in accordance with the laws of the Republic of Sri Lanka.

Any dispute arising under this Agreement shall be attempted to be settled in a spirit of mutual conciliation failing which the matter shall be first referred to Arbitration in terms of the UNCITRAL rules of Arbitration, to be conducted in the English Language in Sri Lanka by a single arbitrator whose decision shall be final.

16. **Force Majeure:** The contractual obligations of this document shall not be enforced by either Party in the situation of a 'Force Majeure Event'. Force Majeure Event means any event that occurs beyond the reasonable control of the parties including (but not limited to) natural catastrophes or acts of God, government acts or omissions, civil unrest or terrorist activity, any events declared by the WTO as events of disruptions to tourists.

17. **Miscellaneous:** This Agreement shall not create a partnership or joint venture of any kind between the parties. This Agreement supersedes all previous agreements between the Parties in relation to the same subject matter.

18. **Validity:** This Agreement shall be valid with effect from the date it was last signed by a Party hereto.

Signed by the representatives of the Service Provider and the Operator, who warrant that they have the power and have been duly authorized to enter into this agreement on behalf of their respective companies.

.....
Aitken Spence Hotel Managements (Private) Limited
Managing Agent for Turyaa Kalutara

.....
Agent

Mr. Suhith Jayasinghe
Deputy General Manager - Sales & Marketing

Name of signatory
Designation

Date: 28/03/2019

Date: