

WHOLESALE RATE AGREEMENT NOVEMBER 1, 2019 to OCTOBER 31, 2020

Between:
Sampath Mendis
Deluxe Vacations
e-mail - sampath@deluxvacations.com

&

Anantara Kalutara Resort
St. Sebastian Road, Kalutara
Sri Lanka
Email: reservations.srilanka@anantara.com; www.anantara.com/kalutara

The following is a confirmation of our agreement listing terms and conditions, which are the basis of our cooperation.

RATES (BASED ON SINGLE / DOUBLE OCCUPANCY); PER ROOM PER NIGHT AND IN US DOLLARS
RATES APPLICABLE FOR ALL MARKETS

SEASON 1 (November 01, 2019 to December 23, 2019)				
Premier Garden View	Deluxe Lagoon View	Deluxe Pool Side	Deluxe Ocean View	One Bedroom Ocean View Suite
275.00	310.00	340.00	400.00	550.00
One Bedroom Anantara Suite	One Bedroom Pool Villa	Presidential Pool Suite	Two Bedroom Garden Pool Villa	
650.00	700.00	800.00	1300.00	

SEASON 2 (December 24, 2019 to January 05, 2020)				
Premier Garden View	Deluxe Lagoon View	Deluxe Pool Side	Deluxe Ocean View	One Bedroom Ocean View Suite
500.00	535.00	565.00	675.00	1200.00
One Bedroom Anantara Suite	One Bedroom Pool Villa	Presidential Pool Suite	Two Bedroom Garden Pool Villa	
1300.00	1500.00	1650.00	2500.00	

SEASON 3 (January 06, 2020 to March 31, 2020)				
Premier Garden View	Deluxe Lagoon View	Deluxe Pool Side	Deluxe Ocean View	One Bedroom Ocean View Suite
285.00	320.00	350.00	450.00	700.00
One Bedroom Anantara Suite	One Bedroom Pool Villa	Presidential Pool Suite	Two Bedroom Garden Pool Villa	
800.00	1000.00	1150.00	1850.00	

SEASON 4 (April 01, 2020 to October 31, 2020)				
Premier Garden View	Deluxe Lagoon View	Deluxe Pool Side	Deluxe Ocean View	One Bedroom Ocean View Suite
210.00	245.00	260.00	300.00	450.00
One Bedroom Anantara Suite	One Bedroom Pool Villa	Presidential Pool Suite	Two Bedroom Garden Pool Villa	
600.00	700.00	800.00	1300.00	

*MINIMUM LENGTH OF STAY

For all Villa & Suites Types

From 27th December 2019 to 5th January 2020 requires a minimum length of stay of 5 nights

For all Room Types

From 27th December 2019 to 31st December 2019 requires a minimum length of stay of 3 nights

*No check-out allowed on December 31, 2019

ROOM CAPACITY/EXTRA BED

Room type	Total		Accept Extra Bed	Max Adult	Max Children	Comments
Premier Garden View	42 Rooms		Yes	3	1	Or 3 adults/ 0 Children
	36 Kings	26 Twin				
Deluxe Lagoon View	31 Rooms		Yes	3	1	Or 3 adults/ 0 Children
	31 Kings	-				
Deluxe Poolside	9 Rooms		Yes	3	1	Or 3 adults/ 0 Children
	9 Kings	-				
Deluxe Ocean View	45 Rooms		Yes	3	1	Or 3 adults/ 0 Children
	17 Kings	8 Twin				
One Bedroom Ocean View Suite	3 Suites		No	3	1	Or 1 adults/ 2 Children
	3 Kings	-				
One Bedroom Anantara Suite	1 Suite		No	3	1	Or 1 adults/ 2 Children
	1 Kings	-				
One Bedroom Pool Villa	7 Villas		Yes	3	2	Or 3 adults/ 1 Children
	7 Kings	-				
Presidential Pool Suite	1 Suite		No	3	1	Or 1 adults/ 2 Children
	1 Kings	-				
Two Bedroom Pool Villa	2 Villas		Yes	4	2	Or 3 adults/ 2 Children
	2 Kings	2 Twins				

- Maximum one (1) extra bed per room or Suite where allowed, in addition to available sofa bed
- If more than one child in Villa, extra bed will be the existing day bed in Villa
- If more than 5 guests in Two Bedroom Villa, extra bed will be sofa in living area
- Where extra beds cannot be accommodated the extra child would be accommodated in the available sofa bed
- The Hotel provides complimentary baby cots/cribs (subject to availability)

Extra Person with Extra Bed and Breakfast Charge

- Adult – USD 90.00 per night
- Child Policy: 0 – 5.99 years old- sharing with parents in existing bedding; no charge for accommodation or meals, except room service and mini bar. Baby cot is provided free of charge, subject to availability.
- 6 – 11.99 USD 45.00 per child. This rate includes Extra Bed where applicable
- Children 12 years old and above are considered adults.

OFFERS

DATES VALID	OFFER	DETAILS
All year round (Except: Season 2)	Early Bird (I)	<ul style="list-style-type: none"> Book 90 days before arrival and receive a 20% discount from the above room rates Early Bird offer is applicable for 3rd person Early Bird (I) offer is combinable with honeymoon/anniversary offer. Early Bird Offer does not apply to meal plans Booking must include date reservation was made
All year round (Except: Season 2)	Early Bird (II)	<ul style="list-style-type: none"> Book 45 days before arrival and receive a 15% discount from the above room rates Early Bird offer is applicable for 3rd person Early Bird (II) offer is combinable with honeymoon/anniversary offer. Early Bird Offer does not apply to meal plans Booking must include date reservation was made
All year round (Except: Season 2)	Long Stay 1	<ul style="list-style-type: none"> Minimum 7 nights stay receive 20% discount off contracted rate combinable with complimentary upgrade to half board Long Stay offer is applicable for 3rd Person Long Stay offer is NOT combinable with Early Bird offer (I & II) Long Stay offer is combinable with Honeymoon/Anniversary offer Minimum 7 nights stay received one 60 minutes couple's spa treatment once during the stay
All year round (Except: Season 2)	Long Stay 2	<ul style="list-style-type: none"> Minimum 5 nights stay receive complimentary upgrade to half board Long Stay offer is applicable for 3rd Person Long Stay offer 2 is combinable with Early Bird offer (I & II) Long Stay offer is combinable with Honeymoon/Anniversary offer
All year round	Honeymoon/ Anniversary	<ul style="list-style-type: none"> Honeymoon set up in room, one (1) bottle of sparkling wine and a cake. Honeymoon/Anniversary offer is combinable with early bird and long stay offer. Copy of marriage certificate required upon check-in.
All year round (Except: Season 2)	Twin Center Package Sri Lanka	<ul style="list-style-type: none"> Minimum 7 nights stay across two Anantara resorts in Sri Lanka gets 30% off contracted rates Twin center offer is applicable for 3rd person Applicable on ALL Rooms, Suites & Villas except for Anantara, Presidential and Two Bedroom Villa Offer is not combinable with any other offer except for honeymoon offer
Combination Package Anantara Kalutara Resort combined with any Anantara, Avani and Oaks Hotels & Apartments in below destinations: <ul style="list-style-type: none"> Abu Dhabi Qatar Oman Maldives Seychelles Dubai Sri Lanka 	30% Discount off FIT Contracted Rates	<u>Terms and Conditions:</u> <ul style="list-style-type: none"> Minimum length of 3 nights stays required at each resort. Not combinable with any other Promotion or Discount and Half Board. Not applicable during Season 2.

RATES

The above rates are quoted in US Dollars (USD), per room, per night, inclusive of breakfast buffet for two (2) people, prevailing tax and 10% service charge. Rates are non-commissionable. In the event of changes to government taxes (+/-), rates will be adjusted accordingly to reflect any changes. Rates are guaranteed if the US Dollar (USD) against LKR does not move up or down 5% between booking and arrival or contract term. Please note all rates committed to your Company are confidential and should not be published at any time or disclosed to a third party for any reason or purpose.

Inventory Allocation

Room Category	Season 1 Release Period – Zero Release	Season 2 Release Period – Zero Release	Season 3 Release Period – Zero Release	Season 4 Release Period – Zero Release
Premier Garden View Room	Free Sale	Free Sale	Free Sale	Free Sale
Deluxe Lagoon View Room	Free Sale	Free Sale	Free Sale	Free Sale
Deluxe Poolside Room	Free Sale	Free Sale	Free Sale	Free Sale
Deluxe Ocean View Room	Free Sale	Free Sale	Free Sale	Free Sale
One Bedroom Ocean View Suite	Free Sale	Free Sale	Free Sale	Free Sale
One Bedroom Anantara Suite	On Request	On Request	On Request	On Request
One Bedroom Pool Villa	Free Sale	Free Sale	Free Sale	Free Sale
Presidential Pool Suite	On Request	On Request	On Request	On Request
Two Bedroom Garden Pool Villa	On Request	On Request	On Request	On Request

MEAL SUPPLEMENT

MEAL OPTIONS	PRICE PER ADULT (IN USD)
Half board supplement (at all day dining Restaurant)	35.00
Full board supplement (at all day dining Restaurant)	60.00
All Inclusive supplement***	200.00

Meal rates for Children between 6 - 11 years of age: Apply 50% off adult rate.

All-Inclusive meal plan option and Full Board meal plan is not available during Season 2.

If guests decide to use other restaurants, the above value can be taken as a credit for an A la Carte Meal (Food only). This credit cannot be carried forward to the next day or be refunded at the end of the stay if not utilized.

Above supplements does not include alcohol or any other beverages.

*** All Inclusive Description (All Inclusive Option is available for all rooms and villas/ suites)

- Selected spirits, beers, wines and soft-drinks served from 11.00hrs – 23.00hrs
- Bottle of Sparkling Wine served upon arrival
- Mini Bar refilled once per stay (All Inclusive option does not include the wine-bar in room)
- Daily High Tea Experience
- A-la-carte lunch and dinner in any restaurant
- Laundry once during the stay – 4 items
- Spa Treatment once during the stay

*Meal Option Surcharge applicable on:

COMPULSORY CHRISTMAS EVE GALA DINNER (24 December 2019)

- Bookings made on Bed & Breakfast USD 140.00 per person
- Bookings made on Half Board USD 105.00 per person

COMPULSORY NEW YEAR EVE GALA DINNER (31 December 2019)

- Bookings made on Bed & Breakfast USD 200.00 per person
- Bookings made on Half Board USD 165.00 per person

Compulsory supplements for Children between 6 - 11 years of age: Apply 50% off adult rate.

SPA SUPPLEMENT

DAILY SPA SUPPLEMENT	PRICE PER DAY PER TREATMENT
Daily One-hour spa treatment per day per person	USD 50.00

Spa treatment has to be booked between 10.00am to 1.00pm
Supplement includes one treatment per day per person

The above per day supplement is applicable on the condition that the guest pre booked at least one spa supplement daily for the entire duration of stay

OTHER TERMS

- The rates quoted above are not applicable for Corporate Transient or Group Reservations.
- The rates noted above apply for Leisure FIT up to 9 rooms only. For Group rates for 10 rooms and above are available upon request and subject to space and rate availability.
- Room reservations and rates are subject to availability and confirmation unless allocations have been confirmed.
- Kindly note that this contract supersedes all previous agreements for all or some of the same period.
- All prices are quoted in US Dollars (USD) and will be settled/invoiced US Dollars (USD). All payments to be made in form of Bank Draft, Bank Notes, Money Order or Telegraphic Transfer
- Book direct benefits are reserved for bookings made on brand.com. these benefits will not be extended to wholesale partners
- The above rates should not be published on an electronics distribution system (Online bed bank, website, GDS, etc.) by you or any other 3rd party.
- The wholesaler agrees to mark up the above rates by minimum 20% when selling these rates. These should not be published on a sell alone basis but sold as a package.

DURATION

The duration of this agreement is in effect from **November 01, 2019 to October 31, 2020**

BOOKING PROCEDURE

The Wholesaler agrees to provide written orders for bookings including indication of payment method before Guests' arrivals. Published rates will be charged direct to the guest in absence of written confirmation from the Operator.

ANANTARA SRI LANKA CENTRAL RESERVATION OFFICE

TEL: +94 (34) 722 6060
FAX: +94 (11) 2438933
Email: reservations.srilanka@anantara.com
Office Hours: 08:30 – 21.00 hrs. Sri Lankan Time (Monday-Friday) & 09:00 – 18:00 hrs. Weekends

RATE PARITY & BEST AVAILABLE RATE

The resort will provide minimum 20% difference between wholesale and retail rates at all times. If any partner finds a lower rate online, 15% commission will be provided on the online rate excluding all taxes. The resort reserves the right to issue stop sales when there is limited inventory and balance rooms/ villas will be sold on the Best Available Rate. Wholesale partners will receive 15% commission on the Best Available Rate

TRADING TERMS

Application of contract rates for additional bookings over and above the contract room allocation where applicable will be at the Hotel's discretion, based on booking status and written confirmation by the Hotel prior to arrival. The Hotel reserves its right to charge additional bookings at published rates. Supplements or close out dates may be applicable during pre-determined periods, which will be advised prior to dates applicable.

Room rates are applicable to **Deluxe Vacations's visitors** only.

Room rates are applicable on the Wholesaler's account only. Should the guest be paying on his/her own account, regular published rates will be applied. The aforesaid special contract rates are offered to Wholesaler expressly and solely for wholesale use and must be "bundled" with another travel component, such as car rental, air fare or tour package.

VOUCHERS

If the Hotel approves credit terms, the Wholesaler agrees to provide the Hotel with a sample voucher for FIT bookings for reference.

BROCHURES

The Wholesaler will feature the Hotel in its tour program (s) brochure (s) and website as a 5-star Deluxe Resort and include a photograph of the Resort. The Hotel will provide the Wholesaler with such pictures, descriptive text and Hotel logos to enable the Wholesaler to advertise to the market and sell accommodation as part of a package/Program.

The Wholesaler must ensure that the information included by it or on its behalf in any brochure or marketing material is accurate and updated as may be appropriate from time to time and approved by The Hotel prior to publication and shall indemnify The Hotel in respect of claims arising there from. The Wholesaler shall at its own expense provide the Hotel with the Package/Program information and a copy of any brochure or marketing literature produced by it or on its behalf featuring The Hotel, as soon as it is available.

CANCELLATION, EARLY DEPARTURE AND NO SHOW POLICIES

SEASON 4	CANCELLATION TERMS AND POLICIES
8 days or more prior to arrival	▪ No cancellation fee
3-7 days prior to arrival	▪ 50% of the full stay
0-2 days prior to arrival (incl. no show)	▪ 100% of the full stay
NOTE: If reservation overlaps different seasons, the higher season cancellation terms and policies apply	
SEASON 1 AND SEASON 3	CANCELLATION TERMS AND POLICIES
21 days or more prior to arrival	▪ No cancellation fee
11-20 days prior to arrival	▪ 50% of the full stay
0-10days prior to arrival (incl. no show)	▪ 100% of the full stay
NOTE: If reservation overlaps different seasons, the higher season cancellation terms and policies apply	
SEASON 2	CANCELLATION TERMS AND POLICIES
- 45 days or more prior to arrival - 60 days or more prior to arrival for Two Bedroom Garden Pool Villa, Presidential Suite, Anantara Suite and One Bedroom Villa	▪ No cancellation fee
- 31-44 days prior to arrival - 45 - 59 days prior to arrival for Two Bedroom Garden Pool Villa, Presidential Suite, Anantara Suite and One Bedroom Villa	▪ 50% of the full stay
- 0-30 days prior to arrival (incl. no show) - 0- 44 days prior to arrival for Two Bedroom Garden Pool Villa, Presidential Suite, Anantara Suite and One Bedroom Villa	▪ 100% of the full stay
NOTE: If reservation overlaps different seasons, the higher season cancellation terms and policies apply	

EARLY DEPARTURE

In the event a guest who has reserved a room checks-out prior to the guest's reserved check-out date, the hotel will charge the entire stay and no refunds will be given.

NO SHOWS

Any room reservations confirmed and guaranteed by the agent and not claimed as per guarantee on the day of arrival will be charged in full with no refunds.

OVERBOOKING

The Hotel reserves the right to overbook, which may result in some guests being relocated. In this event, the Hotel will secure, and the client agrees to accept, alternative accommodation of at least an equal standard but is not liable to pay compensation to the Wholesaler or any individual Hotel guests.

CHECK-IN AND CHECK-OUT TIME

Check-in time is 14:00 hrs, an overnight rate will be charged to guarantee check-in before 14:00 hours. Check-out time is 12:00 noon on the day of departure. Late checkout is subject to availability on the day of check out and the following charges will be applied: prior to 15:00 hrs a charge of 50% of the room rate and thereafter a full night charge.

CREDIT

The Hotel's credit manager will provide credit terms under a separate cover. Failure to comply with credit terms may result in suspension of the Hotel's obligations of this agreement.

BILLING

If credit has been approved, the Wholesaler will be required to settle accounts due to the Hotel within 30 days of the invoice date. Should the Wholesaler fail to settle the accounts within the credit period, the Hotel reserves right to withdraw credit facility. The Hotel also reserves the right to refuse any new bookings on a credit basis until all outstanding accounts are settled. Invoices unpaid after the credit period will attract interest at 1.5% per month.

If no credit facilities are agreed, full payment is required as follows:

- Season 4: not less than 8 days prior to arrival
- Season 3 and Season 4: not less than 21 days prior to arrival
- Season 2: not less than 45 days prior to arrival

Unless credit facilities have been established, by means of a Bank Guarantee, Floating Deposit, Telegraphic Transfer or such other security acceptable to the Hotel, the amount and all other details of this must be discussed and agreed between the Wholesaler and the Hotel.

Name: Kalutara Luxury Hotel & Resort Pvt Ltd
 A/C: Current Account No. 001-732650-025
 Bank: Hong Kong & Shanghai Bank Corporation
 Sir Baron Jayathilaka Mawatha
 Colombo 01, Sri Lanka
 Swift Code: HSBCLKLX

AMENDMENTS

Amendments to this agreement shall only be valid if made in writing and signed by representatives from both the Hotel and the Wholesaler. The waiver of any terms of this agreement on one particular occasion shall not be deemed as a waiver of such terms for any future occasions. Any such waivers are at the discretion of the Hotel.

FORCE MAJEURE

Neither party will be held responsible for failure to execute obligations specified herein directly or indirectly occasioned by or through or in consequence of war, change of statutes of the government, strikes, riots and acts of God or conditions beyond the control of either party.

INTERNET KEYWORD MARKETING

The Wholesaler shall not bid on or purchase internet placement rights for the Marks or, except as stated above, use any of the Marks in any manner or in any of its advertising, including but not limited to Internet and web advertising, without the express written consent of the Hotel.

BRAND LOYALTY MARKETING AND ONWARD DISTRIBUTION

The Wholesaler shall not target, solicit, or otherwise make use of loyal customers (i.e. customers expressing a preference for and Anantara Hotels and Resorts brand). Unpublished rates are offered by Hotel expressly and solely for provider use. Under no circumstances are rates in this contract to be published on the Internet or to the public without an agreed minimum "sell" rate and the express written permission of the Hotel. The offering or distribution of unpublished rates or any other data or information provided by Hotel hereunder, through any internet site or global distribution system booking sites, is expressly forbidden, except as Wholesaler shall notify the Hotel and the Hotel shall approve such redistribution in writing.

PREDATORY ADVERTISING

The Wholesaler shall not use, and shall prohibit all web sites within its control from using, any predatory advertising methods designed to generate traffic from Anantara Hotels and Resorts sites, or any other sites that exclusively promote Anantara Hotels and Resorts brands, for which the Wholesaler has no contractual rights for the online promotion of any products or services other than Anantara Hotels and Resorts. A predatory advertising method is an advertising method that creates or overlays links or banners on web sites, spawns browser window, or utilizes any other method to generate traffic from a web site without that web site owner's knowledge, permission, and participation.

DISCOVERY REWARDS

The Wholesaler and/or its customers will not be eligible for Discovery Rewards based upon any confirmed reservation based upon this agreement. It will be the Wholesaler's responsibility to make this known to all booking parties.

USE OF WHOLESALER RATE

"Wholesaler" agrees to the following with respect to the Anantara Kalutara Resort – Supplied Rates:

1. "Wholesale Agent" will make best efforts to ensure that all guest reservations with respect to Unpackaged Rooms (whether made by you or your Agents) are made at rates that are at least equal to the Best Available Rate for such Hotel Rooms at the time of sale to such Hotel guest, and you will not knowingly permit reservations to be made that do not comply with this standard.
2. Within 24 hours of receiving notice from the Anantara Kalutara Resort that you are responsible for guest reservations that do not comply with these Terms and Conditions, you will take corrective action to ensure that no further non-compliant reservations are made.
3. "Wholesale Agent" will not offer, or permit others to offer, rates for consumer reservations for Unpackaged Rooms through the Internet, nor will you permit rates associated with unpackaged rooms to be disclosed on any Internet site.
4. "Wholesale Agent" will ensure that Program Rates are not disclosed to the Hotel guest or anyone else.
5. If "Wholesale Agent" makes Program Rates available to your Agents, you will ensure compliance by both you and such Agents with (a) all applicable laws; and (b) these Terms and Conditions.
6. "Wholesale Agent" will not advertise that you have the "lowest prices available" (or make any similar claim that implies that you offer discounts for Unpackaged Rooms) with respect to any Hotel's inventory.
7. With respect to each paid Hotel guest stay that results from your use of Program Rates, you agree that your retention of the Program Fee will be the sole compensation to which you will be entitled with respect to such stay.
8. Anantara Kalutara Resort, and not you, will bear the full risk of loss with respect to the Hotel rooms, including the risk of unsold inventory. Consistent with the foregoing, you will ensure that your refund policy is no more lenient than the refund policy of the Hotel on whose behalf you are making guest reservations, meaning that there will never be a scenario in which a guest would qualify for a refund under your policy but would not qualify for a refund under the Hotel's policy.
9. "Wholesale Agent" agrees that in making guest reservations for Hotel Rooms, and / or in making Program Rates available to Agents for making reservations on your behalf for Hotel Rooms, you will at all times act as an agent of the owner of the Hotel in question.

TERMINATION

This agreement can be terminated by either party, without penalty, for any reason upon thirty days prior written notification to the other party. Termination of this Agreement shall not extinguish the rights or obligations of the parties hereunder with respect to indemnification, trademarks, ownership and disposition of information, confidentiality, and accounting.

The Hotel shall have the absolute right at any time by giving notice in writing to the Operator to cancel this Agreement forthwith including current and future reservations on the occurrence of any of the following events:

Non-compliance with agreed trading terms: If the Wholesaler enters into bankruptcy or liquidation whether compulsory or voluntarily (other than for the purposes of amalgamation or reconstruction) or compounds with its or their creditors or takes or suffers any similar action in consequence of debt or is served with notice of or relating to bankruptcy or liquidation.

OTHER TERMS AND CONDITIONS

This Agreement is subject to the other Terms and Conditions outlined below:

Contract rates are extended on an understanding that the Anantara Kalutara Resort & Spa will be featured in promotional brochure both pictorially and editorially. Importantly, rates must be packaged with at least one other travel services listed herewith, air-ticket, transportation and meals (exception of breakfast).

Under no circumstances are the contracted rates to be published on any internet website without the express permission of the Hotel. (i.e. contract rates which are not packaged are not permitted to be displayed in any web-site).

By signing of the Agreement, the Hotel shall not be held liable or responsible for failure to execute arrangements specified herein directly or indirectly occurred by or through or in consequence of war, strikes, riots and Acts of God or conditions beyond the control of the Hotel.

Disputes, action or other matters arising: It is expressly agreed and declared that the proper law of the Agreement is the Law of Sri Lanka and that any disputes, action or other matters arising thereunder shall be determined in a court of Law in Sri Lanka and in Accordance with the laws and procedures of Sri Lanka and under any and all circumstances.

The Hotel reserves the right at any time by giving notice in writing to cancel this Agreement should the Wholesaler fail to fulfill the above terms and conditions.

ACCEPTANCE

Dear Sampath, if the above details meet with your approval, please sign a copy of this agreement and stamp with **Deluxe Vacations** official company stamp and return to my attention no later than **March 31, 2019**. Once the agreement is received, this will signify that **Deluxe Vacations** has accepted and agreed upon the above rates and all Terms and Conditions. The agreement is not valid if a signed copy is not returned by the requested date or without a valid company stamp.

ON BEHALF OF THE HOTEL: Anantara Kalutara Resort

Name: Darren Darwin
Title: Cluster General Manager, Sri Lanka
Date:

Name: Champika De Silva
Title: Cluster Director of Sales, Sri Lanka
Date:

ON BEHALF OF THE WHOLESALER: Company:

Name:
Title:
Date:

Definitions:

For purposes of these Terms and Conditions:

- “Agents” means others to whom you make Program Rates available to enable them to make guest reservations for Hotel Rooms on behalf of Hotel guests.
- “Best Available Rate” means the lowest of the following rates for which a customer qualifies: (a) the lowest rate that each Hotel makes available to the general public; or (b) the lowest rate for which a particular customer qualifies as a result of his or her membership in a particular segment of the general public.
- “Dynamic Rates” means real time selling rates through an automated process that enables the sale of the room at the Best Available Rate.
- “Hotels” means any Anantara Kalutara Resort -branded lodging product.
- “Hotel-Supplied Rates” means any rates committed to you by any Hotel for use in making guest reservations on behalf of such Hotel that are, at the time they are committed to you, lower than the Best Available Rate.
- “Hotel Rooms” means guest rooms at any Anantara Kalutara Resort -branded lodging product.
- “Package Rates” means the aggregate price to a Hotel guest at which you offer a Packaged Room together with the required additional significant travel component.
- “Packaged Rooms” means Hotel Rooms that are ultimately sold to consumers as part of a packaged travel product in which the Hotel Room is sold as a single product at a single price in combination with an additional significant travel component, such as airfare or car rental (but not breakfast or other de minimum items or services provided by the Hotel), with a value equal to at least twenty percent (20%) of the value of the room rate.
- “Program Fee” means the difference, if any, between the Program Rate and the rate ultimately paid by the Hotel guest.
- “Program Rates” means the Standard Net Rates and the Hotel-Supplied Rates, collectively.
- “Standard Net Rates” means the rates provided to you via the enclosed CD for use in making guest reservations on behalf of any Hotel.
- “Unpackaged Rooms” means Hotel Rooms that are not packaged.