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ACCOMMODATION/EXTRAS CONTRACT AGREEMENT FOR YEAR 2021

The following are the conditions for the Rate/Allocation to be signed between AA LODGES on behalf of "THE UNIT/S" (Hereinafter called "Hotels") AND the undersigned Tour Operator / Travel Agent (Hereinafter called "Agent").The rates are in Full Board basis, inclusive of taxes, catering levy and service charge.

AA LODGE MASAI MARA

ROOM TYPE	SEASON	NON RESIDENTS RATES(USD)						RESIDENTS STO RATES(KSH)		
		Contract (Net) Rates			Rack Rates			10%Commissionable		
		Single	Twin/ Double	Triple	Single	Twin/ Double	Triple	Single	Twin/ Double	Triple
Tent (42)	<u>High</u> 01.July-31 st August	170	250	320	280	480	540	18000	24000	33600
	<u>Shoulder</u> 03.Jan. -31.March 1 st sept-31 st October	70	130	180	225	380	475	7000	13000	18000
	<u>Low</u> 01 April-30.June 01.Nov-22 Dec	60	110	165	170	295	360	6600	12300	18300
	<u>Christmas</u> 23.Dec-02.Jan	140	200	290	260	400	495	14000	20000	29000
Cottage (36)	<u>High</u> 01.July-31 October	170	250	N/A	280	480	N/A	18000	24000	N/A
	<u>Shoulder</u> 03.Jan. -31.March 1 st sept-31 st October	70	130	N/A	225	380	N/A	7000	13000	N/A
	<u>Low</u> 01 April-30.June 01.Nov-22 Dec	60	110	N/A	170	295	N/A	6600	12300	N/A
	<u>Christmas</u> 23.Dec-02.Jan	140	200	N/A	260	400	N/A	14000	20000	N/A

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AA LODGE AMBOSELI

ROOM TYPE	SEASON	NON RESIDENTS RATES(USD)						RESIDENTS STO RATES(KSH)		
		Contract (Net) Rates			Rack Rates			10% Commissionable		
		Single	Twin/ Double	Triple	Single	Twin/ Double	Triple	Single	Twin/ Double	Triple
Tents (29)	<u>High</u> 01.July-31 st August	110	160	230	200	320	400	11200	16600	24500
	<u>Shoulder</u> 03.Jan. -31.March 1 st sept-31 st October	70	110	165	190	290	370	7000	12000	17000
	<u>Low</u> 01 April-30.June 01.Nov-22 Dec	60	100	150	150	200	280	6600	11150	16600
	<u>Christmas</u> 23.Dec-02.Jan	110	160	230	200	320	400	11200	16600	24500
Lodge Rooms (31)	<u>High</u> 01.July-31 October	110	160	230	200	320	400	11200	16600	24500
	<u>Shoulder</u> 03.Jan. -31.March 1 st sept-31 st October	70	110	165	190	290	370	7000	12000	17000
	<u>Low</u> 01 April-30.June 01.Nov-22 Dec	60	100	150	150	200	280	6600	11150	16600
	<u>Christmas</u> 23.Dec-02.Jan	110	160	230	200	320	400	11200	16600	24500

<u>EXTRAS</u>	Rate per person (minimum 4 pax.) USD	<u>EXTRAS</u>	Rate per person (minimum 4 pax.) USD
Tour Leader	40	Garden Breakfast	30
Game Drives	60	Transfers	50
Nature Walk	30	Extra Lunch/Dinner	25
Bush Dinner	50	Picnic Lunch	20
Bush Breakfast	40	Honeymooners Supplement	60
Half Board(HB) Deduction	5	Christmas Supplement	15
Lodge/Cottage Guarantee	50 per room	Conference supplement	\$25/Ksh 2500

TERMS AND CONDITION

(All General Terms and Conditions of **AA LODGES (AAL)** Apply)

1. Jurisdiction

This agreement and its interpretation shall be subject to the laws of Kenya

2. Government Taxes

All rates quoted include VAT, service charge and hotel training levy where applicable. Should the government increase, decrease or introduce new taxes, **AAL** reserves the right to renegotiate the rates of this agreement accordingly

3. Exchange Rates

Should the exchange rate of the currency of this contract (USD) to the Euro and Kenya shilling change considerably, **AAL** reserves the right to renegotiate the rates of this agreement accordingly

Child Policy

For Child (ren) accompanying adult in same room:

Age:

- **Up-to 3 years sharing with adult/s – No Charge**

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- Over 3 years up to 12 years sharing with 1 or 2 adults – Each child pays 50% of applicable per person adult double room rate.
- Over 12 years up to 16 years sharing with 1 or 2 adults - Each child pays 75% of applicable per person adult double room rate.
- Up to 16 years having exclusive use of room – Room will be charged at 75% of applicable full adult single/double/triple room rate.

High season Policy

Single Room Rate Policy

A maximum of 5 single rooms per group will be confirmed at single room rates. Thereafter the applicable double rate shall be applied

Sales Allotments & Release Period – You are to submit your Sales position to the Central Reservations Office within:
50 days during high Season - 35 days during shoulder season and 30 days during low season.

High Season Block Booking- Subject to room availability, for block booking, you will be entitled not more than 15 rooms per day during high season. More than 15 rooms need 50% deposit for the total invoice amount with no cancellation required.

High season Payment: - For high season bookings, 45 days before arrival date; send a confirmed voucher with rooming list. You will then receive a pro forma invoice for a 50% deposit to guarantee room reservations.

FAM TRIP RATES- 30% off contract rates will be offered to TO/TA who wish to visit any of our properties for a FAM trip subject to availability.

TOUR LEADER

- a) For every 15 paying guests, 1 complimentary for Tour Leader as long as it is booked & confirmed and this will be subject to availability.
- b) For groups less than 15 pax we shall extend 30% discount off the contract rates for the Tour Leader as long as it is booked and confirmed and this will be subject to availability.

CANCELLATION POLICY

Shoulder Season – 21 days

- a) 100% of the total net value of booking/s if cancelled /No. of pax reduced /duration of stay reduced within 48 hours.
- b) 100% of the total net value of booking/s in case of no show
- c) 50% of the total net value of booking/s if cancelled /No. of pax reduced /duration of stay reduced between 2 - 7 days
- d) 25% of the total net value of booking/s if cancelled / No. of pax reduced / duration of stay reduced between 7 - 14days
- e) 10% of the total net value of booking/s if cancelled / No. of pax reduced / duration of stay reduced between 14-21 days

Peak Season: 30 days

- a) 100% of the total net value of booking/s if cancelled /No. of pax reduced / duration of stay reduced within 4 days.
- b) 100% of the total net value of booking/s in case of no show
- c) 50% of the total net value of booking/s if cancelled /No. of pax reduced / duration of stay reduced between 4 - 14days
- d) 25% of the total net value of booking/s if cancelled /No. of pax reduced / duration of stay reduced between 14 – 21 days
- e) 10% of the total net value of booking/s if cancelled / No. of pax reduced / duration of stay reduced between 21 - 30 days

Low Season: 7 days

- a) 100% of the total net value of booking/s if cancelled / No. of pax reduced / duration of stay reduced within 48 hours.
- b) 100% of the total net value of booking/s in case of no show
- c) 25% of the total net value of booking/s if cancelled / No. of pax reduced / duration of stay reduced between 2 - 7 days

4. Group Bookings

4.1 Group bookings, scheduled tour series/incentives groups, block bookings, are to be re-confirmed (in writing) by the agent not less than 15 days prior to the arrival date at **AAL** and the written reconfirmation notice should be accompanied by (i) a confirmation voucher (physical amendment by drivers etc. will not be acceptable), & (ii) the rooming list. Failure to do so will render a booking void and **AAL** will have the right to release rooms without notice to the agent after such period (i.e. 15 days prior to date of booking rooms will be released)

4.2 Should **AAL** receive a second enquiry where another group is prepared to make a firm commitment for the space prior to the agents acceptance/ confirmation voucher, **AAL** reserves the right to contact the agent for a signed confirmation voucher within 2 days & or demand a minimum 50% deposit in order to secure the agents booking. In the event the deposit is demanded, this must be paid within 5 working days of such demand being made in writing

4.3 For groups of 20 Pax plus a non-refundable deposit must be paid to **AAL** of 50% prior to confirmation and at least 45 days prior to arrival date at **AAL** in order to secure the rooms

4.4 If for any reasons and unless otherwise confirmed in writing by **AAL** accommodation is not secured by the means outlined above; **AAL** will have the right to sell/release these rooms with immediate effect

6. Early Departure Fees

Should an individual or group depart earlier than the confirmed departure date, a fee of 100% of the group/individual/ contract rate will apply for each night thereafter of the confirmed booking

7. Payment

7.1 Payment terms: full payment is required at least 7 days prior to arrival at **AAL** by either cash or cheque (please note that cheques should be remitted at least 5 working days prior to arrival date. Should a cheque be returned by the bank for any reason, **AAL** will require cash or a banker's cheque plus a returned cheque fee of 5% within 72 hours

7.2 Default: any default on payment to **AAL** may result in the clients being refused admittance to **AAL** until payment is received. Consistent default will be cause for termination off this agreement. Any dispute regarding an invoice must be received by **AAL** accounts department within 3 days from receipt of that invoice.

7.3 Collection fees: all related costs incurred by **AAL** in the collection of unpaid invoices and / or returned cheques will have to be refunded to **AAL** immediately. Failure to replace returned cheques may constitute a default of this agreement

7.4 Payment location: all payments for accommodation must be received at either AA LODGES Head Office in Nairobi, or direct at the Lodge or through bank deposits/transfers (and as may be advised from time to time by **AAL**).

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7.4: Credit Facility:

All Bookings must be paid in advance before arrival unless signed a credit facility. Credit facility can be extended to Bonne fide Supplier upon an agreement between the two parties.

BANK ACCOUNT DETAILS

FOR AA LODGE AMBOSELI	DOLLARS BANK ACCOUNT	KENYA SHILLINGS BANK ACCOUNT
	AA LODGES 1630262604784 EQUITY BANK KAREN SUPREME	AA LODGES 1630262603717 EQUITY BANK KAREN SUPREME
FOR AA LODGE MASAI MARA	AA LODGES 1630262604778 EQUITY BANK KAREN SUPREME	AA LODGES 1630262603670 EQUITY BANK KAREN SUPREME

NB: All checks to be addressed to **AA LODGES**

8. Check in/check out

Rooms are available for new arrivals from 11:00 am on the scheduled date of arrival. Rooms should be vacated by 10:00 am on the scheduled date of departure; late departure times may be considered subject to anticipated arrivals.(Please note: All guests must settle their accounts for extras in full by either cash [Kenyan shillings or US dollars) or credit card [visa or master card only] on check out). Accommodation will be allocated on a first come, first served basis. If prepared accommodation is not available a similar standard of accommodation will be allocated where possible. **AAL** does not accept liability for any omissions or errors and reserves the right at any time to change information published on its marketing collateral (e.g. website, brochures, DVD, CDROM e.t.c)

Guest property/ conduct: all guest property e.t.c is the sole responsibility of the guests, unless placed in the hotel safe and the appropriate fee paid. Guests' vehicles including contents are left on the hotel site at the vehicle owners' sole responsibility. Antisocial behavior will not be tolerated and persons involved will be asked to leave. If there is anything that a guests is dissatisfied with relating to service or product at **AAL**, it is advised that the guests inform the general manager immediately so that the matter is dealt with/ resolved accordingly. Members of staff are unable to authorize credit or refunds

Damages: any damages to the hotel property by your guests will be charged for in full, for the cost of cleaning, repair and / or replacing, along with any lost revenue of rooms awaiting attention. This will be the liability of the agent, who will be responsible for collecting payment, if necessary from guest

Please note: children are at all times to be supervised by their parents

9. Complementary

9.1 Large groups

AAL will grant the 1pax complimentary (sharing a double i.e. at a double rate) for every 15 paying guests in a group irrespective of whether it is a tour leader or guest, with a maximum of 4 Complementary in any group arrival, (i.e. 1 Pax complimentary shall be granted for every 16th client inone group booking only)

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e.g. when there is a group of 17 Pax and there is one tour leader amongst those 17 one cannot claim two Complementary i.e. one of every 15 Pax and one for the tour leader, the agent will only be granted one complimentary in this particular example

9.2 Complementary and familiarization trips

Subject to room availability, complimentary accommodation will only be granted to bona fide tour operator’s directors and representatives at the discretion of **AA LODGES** or its authorized representative.

9.3 Complimentary Authorization

Upon confirmation of the complimentary request, a signed copy of a complimentary service voucher by AA LODGES authorized signatory will be issued which should be presented at the lodge front office upon check in.

10. Force Majeur Suspension Clause

The obligations of **AAL** under this agreement shall be suspended while they are prevented or hindered for force majeure, including but not limited to strike, lock outs, labour and civil disturbances, act of God, unavoidable accident, laws, rules, regulations or orders of any government or any national municipal or other government agency, whether domestic or foreign, wars or other matters beyond the reasonable control of **AAL**

11. Generally

A duplicate of these terms and conditions is enclosed / attached. Would you please sign one copy by way of acceptance and then send to us.

This agreement is valid between 1st January 2021 and 31st December 2021 and may be terminated by either party giving a 3 month notice.

We hereby agree to the attached rates and above terms and conditions

FOR AA LODGES	DATE	FOR OPERATOR	DATE
NAME	SIGN	NAME	SIGN
TITLE		TITLE	

Initials: AA LODGES.....Sign.....

AA Lodges
Name:
Designation:
Date:
Company Stamp