



TRAVEL AGENCY (TOUR OPERATOR) AGREEMENT

This Agreement is made on this 22nd Jan 2022 Day Between **Lake Elementaita Mountain Lodge - LEML (Hotel)** and OLANKA SAFARIS LTD (**Tour Operator**) for a period of **1 Year** starting from **Monday 1st March 2021** to **Tuesday 1st March 2022**.

THE PARTIES HAVE AGREED AS FOLLOWS;

1. WHEREAS the **Hotel** has certain available room inventory; and
2. WHEREAS the **Tour Operator** is in the business of selling hotel rooms; and
3. WHEREAS the parties wish to agree on the terms on which the Tour Operator may purchase, market and resell rooms at the Hotel ("**Rooms**").
4. The **Hotel** grants the **Tour Operator** a **commission of 10%** on our room rates, conference rates and offers shared with the Tour Operator
5. The **Tour Operator** and **Hotel** agree that the **10% commission** will be deducted on the total sale cost for any booking made including conferences.
6. The **Hotel** grants the **Tour Operator** permission to pay the Hotel Net of their fees upon confirmation of a booking.
7. The **Hotel** reserves the right to adjust their rate card without notice. However, where possible the **Hotel** will provide reasonable (Fourteen Days) notice for changes
8. The **Tour Operator** cannot sell rates lower than the **Hotels** rack rates at any given time (including when we have special offers) without prior approval from the **Hotel**.

RIGHTS AND DUTIES OF THE TOUR OPERATOR

9. The **Hotel** hereby grants the **Tour Operator** the right to sell rooms to end users through any platform of choice controlled and operated by the Tour Operator
10. The **Hotel** shall only accept and acknowledge room sales from the **Tour Operator** via email. (Room sales cannot be confirmed via telephone)



24. In case of cancellation within 48 hours to the date of accommodation or in case of a no show - 100% of the net value of the booking will be charged.

TERMS AND CONDITIONS

25. Any Amendments to this contract shall be valid only if made in writing and signed by the Agent and Embiance Limited. This agreement shall be governed and construed in accordance with the laws of Kenya.
26. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with regard to the matters set forth herein, and it supersedes all other agreements, proposals, and representations, oral or written, express or implied, with regard thereto.
27. Lake Elementaita Mountain Lodge reserves the right to adjust these rates accordingly. This contract is valid for residents only and proof of identification will be required at check-in.
28. The details of this contract should NOT be disclosed to any third party

I hereby accept and agree to the rates, terms and condition set out in this agreement.

On behalf of Lake Elementaita Mountain Lodge: (Kindly affix company stamp)

Signed: [Signature]

Date: 12/02/2021

Name: ELVIS ONCHWARI

Title: BRAND & MARKETING LEAD



On behalf of the Tour Operator: (Kindly affix company stamp)

Signed: [Signature]

Date: 22/01/2022

Name: TITUS GITAAE

Title: Director

