

HOTEL FORMAT CONTRACT (International)

CREW ACCOMMODATION AGREEMENT FOR THAI AIRWAYS INTERNATIONAL PUBLIC COMPANY LIMITED

This Agreement is made on.....between Thai Airways International Public Company Limited by Captain Norahuch Ployyai, Executive Vice President Operations Department having its registered office at 89 Vibhavadi Rangsit Road, Bangkok 10900, Thailand (hereinafter called "THAI") and by having its registered office at (hereinafter called "HOTEL")

The purpose of this Agreement is to secure adequate accommodation and facilities for THAI crew layover at

1. PERIOD OF CONTRACT

This Agreement shall be effective for a period of one (1) year from to..... unless terminated earlier in accordance with Clause 9.

2. ACCOMMODATION

2.1 HOTEL shall reserve and make available (**approximately**) Single rooms for every night during the validity of this Agreement. If THAI required additional rooms for its crew, HOTEL shall provide such rooms at the same conditions as the contracted accommodation. A variation of $\pm 10\%$ of rooms required each day shall also be applied but a complete set of crew on each arrival flight shall be provided.

2.2 If due to operational reason THAI has to increase or reduce the number of room requirement, THAI shall give HOTEL at least days prior written notice.

3. ROOM RATES AND SETTLEMENTS

3.1 The rate per room per night shall be.....**net (include applicable tax)**

3.2 In case THAI give HOTEL 24 hours prior notice of room cancellation, HOTEL shall waive the room charge for the unoccupied rooms.

3.3 In the event of flight delays necessitating and extension for stay, no additional charge for day use shall be imposed [unless.....]

3.4 HOTEL shall waive charges for early check-in or late check out [add condition (if any)]

3.5 Payment of room charge shall be made to HOTEL upon receipt of HOTEL's invoice in accordance with the payment regulations an practice of THAI.

3.6 All charges shall be invoiced monthly to THAI conform to number of rooms used per day where THAI station accounting office shall verify number of rooms actual usage.

4. PER DIEM PAYOUTS

HOTEL will receive deposit by THAI and advance per diem on behalf of THAI to each crewmember upon check-in.

5. CREW BENEFITS AND FACILITIES **See annex attached to this contract**

6. CREW TRANSPORTATION

Airport transfers to and from the Airport according to THAI timetables shall be provided with air-conditioned bus by the HOTEL on complimentary basis/ at rate of
(.....) per

7. CHECK-IN/OUT

7.1 HOTEL shall provide special quick check-in/out, i.e. within an hour of the time schedule according to Clause 7.2 , for THAI crew members.

7.2 Check-in/out times shall be provided directly by THAI local Station Manager.

8. MEDICAL ARRANGEMENTS

HOTEL agrees to provide services such as on-call doctor, transportation, etc. to THAI crew at all times. All charges for on-call doctor shall be paid for by HOTEL and shall be invoiced to THAI.

9. TERMINATION

Either party shall be entitled to terminate this Agreement during its validity by giving forty five (60) days written notice in advance. In case THAI ceases the operation to.....THAI may terminate the Agreement without responsibility by providing notice to the HOTEL without delay.

10. EXTENSION

Extension of this Agreement shall be negotiated between THAI and HOTEL, at either party's initiative by giving the other party written notice not later than sixty (60) days prior to expiration of this Agreement.

11. ASSISTANCE

In the event that HOTEL is unable to arrange available rooms to THAI crew members for any reason which, however, shall not unreasonably occur, HOTEL shall be responsible for the transfer of THAI crew members to other hotel of same standard and quality and shall be responsible for all expenses whatsoever incurred in case of rate applicable is higher than this agreement.

In event HOTEL fails to perform any of its obligations under this Agreement, HOTEL agree to compensate THAI for all costs and damages occurred immediately upon demand.

However, THAI may also terminate this Agreement immediately.

12. GOVERNING LAW/JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of In case of dispute arising out of this Agreement, both parties agree to submit the case to the competent court of jurisdiction in

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In witness whereof, the parties hereto have executed this Agreement, induplicate, by their authorized officer/s as of the day and year first written above.

.....
By : Captain Norahuch Ployyai
Executive Vice President Operations Department

.....
By : Captain Chadil Sitapan
Deputy Director
Crew General Administration Department
(Witness)

.....
(Witness)

ANNEX

1. HOTEL offer to upgrade the Captain IM/Air Purser of each flight to.....
2. HOTEL will waive charges for member of the family accompanying flight crew except when additional beds or rooms are needed.
3. All staff of THAI will also be accorded the rates mentioned in Clause 3.1, provided prior reservation is made.
4. THAI crew and family member staying at HOTEL shall be entitled to the use of all recreational facilities available to HOTEL guests at no extra charge.
5. bottled drinking water will be provided to each crew members room.
6. **FACILITATION TRANSPORT LOCALIZE:**
HOTEL shall provide shuttle transportation to and forth between Hotel
7. **CREW LOUNGE:**
HOTEL shall provide THAI with an exclusive crew lounge to be furnished with furniture, refrigerator, microwave oven, television, PC, Arrowhead Bottled Water Station, and Thai Newspaper on a complimentary basis (smoking will be permitted).
8. **INTERNET ACCESS:**
HOTEL shall provide THAI complimentary Internet access for all crew members in the Room/THAI Crew Lounge/Hotel Business Center.
Complimentary In-Room High speed Internet access will be provided on a complimentary basis.
9. **FOOD AND BEVERAGE:**
THAI shall be entitled to a% discount in all of the hotels food and beverage outlets on all food and beverage items. (The discount does not apply to alcohol)
10. **OTHERS**

.....**OTHER BENEFITS for THAI Crew**.....