



MARA MEGUARRA
S A N C T U A R Y

TRAVEL AGENT & TRADE PARTNER AGREEMENT

MARA MEGUARRA SANCTUARY LTD • PREFERRED PARTNER PROGRAMME

This Travel Agent & Trade Partner Agreement (the “Agreement”) is entered into between **Mara Meguarra Sanctuary Ltd**, a luxury lodge situated five (5) minutes from the Ololaimutia Mara Gate, Maasai Mara, Narok County, Kenya (the “Sanctuary”, “we”, “us”), and the undersigned travel agent, tour operator or trade partner (the “Agent”, “you”). Together referred to as the “Parties”.

By signing this Agreement, the Agent is appointed as an authorised, non-exclusive sales partner of the Sanctuary, entitled to a **20% sales commission** on confirmed and fully-paid bookings, subject to the terms below.

1. Agent Details

Agency / Company Name	
Registration / KRA PIN	
Contact Person & Title	
Email & Phone	
Country / Territory	
IATA / Licence No. (if any)	

2. Commission

2.1 The Sanctuary grants the Agent a commission of **twenty percent (20%)** of the published accommodation rate (the “Rack Rate”, exclusive of statutory taxes and levies where applicable) on each confirmed booking that is made by the Agent and paid in full to the Sanctuary.

2.2 Commission is calculated on the accommodation value only and excludes optional extras, transfers, third-party activities, gratuities, and any items not supplied by the Sanctuary, unless expressly agreed in writing.

2.3 Commission becomes due once the guest has stayed and the booking is fully paid and non-refundable. Commission is settled within fourteen (14) days of guest departure, by bank transfer to the Agent’s nominated account, less any bank charges. Alternatively, by prior written agreement, the Agent may deduct and retain commission from the gross amount when remitting guest payment to the Sanctuary.

2.4 No commission is payable on cancelled, no-show, unpaid, or refunded bookings, nor on complimentary, familiarisation (FAM), media, or staff stays.

3. Rate Card — 2026 & 2027 (Maintained / Fixed)

The following rates are **maintained and held fixed for both the 2026 and 2027 seasons**. All rates are quoted in United States Dollars (USD), per night, on a fully-inclusive (full board) basis. The Agent's 20% commission is illustrated for clarity.

Accommodation	Basis	Rack Rate /night	Agent Commission (20%)	Net to Sanctuary
Whole House — Exclusive Use	Up to 12 guests, min. 2 nights	\$3,500	\$700	\$2,800
Individual Room — Single	Per room, min. 4 sharing house	\$350	\$70	\$280
Double Room — 2 Sharing	Per room, 2 guests sharing	\$500	\$100	\$400

Fully-inclusive of: full board (all meals in the open-kitchen international restaurant), selected wines & hard drinks, one game drive per day, dedicated private butler & full house staff, high-speed WiFi, and all applicable taxes (16% VAT & 2% tourism levy). Rates are maintained for 2026 and 2027 and will not be increased during this period for bookings made under this Agreement.

4. Terms & Conditions

4.1 Appointment & Non-Exclusivity

The Agent is appointed as a non-exclusive sales partner. Nothing in this Agreement prevents the Sanctuary from appointing other agents or from accepting direct bookings. This Agreement does not create a partnership, joint venture, employment, or agency relationship beyond the limited authority to solicit and forward bookings.

4.2 Bookings & Confirmation

All bookings must be made in writing to reservations@meguararamara.com and are subject to availability. A booking is only confirmed once the Sanctuary issues a written confirmation and the applicable payment is received. The Agent must provide accurate guest details, dates, occupancy, and any special requirements at the time of booking.

4.3 Rates & Integrity

The rates in this Agreement are confidential net/trade information and must not be published, advertised, or displayed to the public, nor undercut the Sanctuary's own published rates. The Agent may package the rate with its own services and margin but shall not misrepresent the Sanctuary's pricing, inclusions, or facilities.

4.4 Payment Terms

Unless otherwise agreed in writing, full payment is due within forty-eight (48) hours of booking confirmation to secure the reservation. Payments are made to the Sanctuary's designated KCB Bank account (details below). All bank charges are borne by the remitting party. Rates are in USD; KES settlement is accepted at the prevailing exchange rate on the date of payment.

4.5 Cancellation, Amendment & Non-Refundable Rate

Bookings under this Agreement are made on a **special non-refundable rate**. Payments are non-refundable. A confirmed booking may, however, be **rescheduled once** at no penalty provided the Sanctuary receives written notice at least **thirty (30) days** before the original check-in date, subject to availability and any rate difference for the new dates. No-shows and early departures are charged in full.

4.6 Minimum Stay & Occupancy

A minimum stay of two (2) nights applies to whole-house bookings. Individual and double rooms are offered on a shared-house basis with a minimum of four (4) guests in residence. The house accommodates a maximum of twelve (12) guests.

4.7 Marketing & Use of Brand

The Agent may use the Sanctuary's approved name, logo, and imagery solely to promote bookings, in accordance with the Sanctuary's brand guidelines. All such materials remain the property of the Sanctuary. The Agent shall not register or use any confusingly similar name, domain, or mark. This licence ends on termination of this Agreement.

4.8 Guest Experience & Liability

The Sanctuary is responsible for delivering the accommodation and inclusions described. The Agent is responsible for its own contractual relationship with the guest, including the accuracy of information provided to the guest. Each Party indemnifies the other against losses arising from its own negligence, misrepresentation, or breach. Neither Party is liable for indirect or consequential loss. The Sanctuary's total liability for any booking shall not exceed the value of that booking.

4.9 Force Majeure

Neither Party shall be liable for failure or delay caused by events beyond reasonable control, including but not limited to acts of God, weather, fire, flood, epidemic or pandemic, civil unrest, government action, travel restrictions, or failure of utilities. Affected bookings will be rescheduled in good faith where reasonably possible.

4.10 Confidentiality & Data Protection

Each Party shall keep confidential the commercial terms of this Agreement and any guest or business data disclosed. Personal data shall be handled in accordance with the Kenya Data Protection Act, 2019, and used only for the purpose of fulfilling bookings.

4.11 Term & Termination

This Agreement takes effect on the date of signature and continues through 31 December 2027 unless terminated earlier. Either Party may terminate on thirty (30) days' written notice. Either Party may terminate immediately for material breach, insolvency, or conduct damaging to the other's reputation. Bookings already confirmed before termination shall be honoured and commission paid in the normal way.

4.12 Anti-Bribery & Compliance

Both Parties shall comply with all applicable anti-bribery, anti-corruption, and tax laws of Kenya and the Agent's territory, and shall not offer or accept any improper payment in connection with this Agreement.

4.13 Governing Law & Disputes

This Agreement is governed by the laws of the Republic of Kenya. The Parties shall first attempt to resolve any dispute amicably; failing which, the dispute shall be referred to arbitration in Nairobi under the Arbitration Act, 1995, or to the courts of Kenya.

4.14 Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior discussions. Any amendment must be in writing and signed by both Parties. If any clause is held unenforceable, the remainder continues in full force.

5. Payment Details

Bank	KCB Bank
Account Name	Mara Meguarra Sanctuary
KES Account	1318522056
USD Account	1318941172
Branch	Kiserian (Branch Code 01285) • Bank Code 00206
Address	Country House, Magadi Road, Kiserian, Kajiado

6. Acceptance & Signatures

The Parties, intending to be legally bound, accept the terms of this Agreement as set out above.

For and on behalf of the Agent

(Agency / Company)

Name: _____

Signature: _____

Date: _____

Director

Mara Meguarra Sanctuary Ltd

Name: _____

Signature: _____

Date: _____

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