

Europe Representative Employment Agreement

Agreement no. 64-106

This Agreement is made at Thailand Convention & Exhibition Bureau (Public Organization), having its place of business at 25th -26th Floor, Siam Piwat Tower, 989 Rama 1 Road, Pathumwan District, Bangkok, 10330, Thailand, dated 25th November, 2021, between Thailand Convention & Exhibition Bureau (Public Organization), represented by the authorized person, Mr. Chiruit Isarangkun Na Ayuthaya, hereinafter referred as the "TCEB" of the one party and

Hills Balfour Ltd., company registration number is 4496830, which has registered as a juristic person at England, having its principal office located at 58, Southwark Bridge Road, London, SE1 0AS, England, represented by the authorized person, Ms. Caroline Moultrie, who held the passport's number 533903063, hereinafter referred as the "Representative" on the other part.

Now, therefore, both parties agree to enter into this Agreement as follows;

Clause 1. AGREEMENT ON THE COMMISSIONING

TCEB agrees to commission, and the Representative agrees to accept the commission to perform the service of Europe Representative Employment Agreement for the Project of Convention's Overseas Marketing Representative Employment, which be according to the Terms and Conditions of this Agreement including Appendix 1 Terms of Reference ("TOR"), Appendix 2 Hills Balfour Ltd.'s proposal, Appendix 3 Services by Hills Balfour Ltd. and Appendix 5 Representative KPIs FY2022, (hereinafter referred as "the Work").

The Representative started working from 1st October, 2021 and shall complete the Work under the Agreement within the day 30th September, 2022

The Representative agrees to provide labor, materials, tools and equipment, as well as various kinds of good equipment to be use in the Work under this Agreement.

Clause 2. DOCUMENTS THAT ARE PART OF THE AGREEMENT

The following the Appendix shall be regarded as part of the Agreement;

2.1 Appendix 1 Terms of Reference (TOR), all 5 (five) pages.

2.2 Appendix2 Hills Balfour Ltd.'s proposal, all 5 (five) pages.

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- 2.3 Appendix 3 Services by Hills Balfour Ltd., all 3 (three) pages.
- 2.4 Appendix 4 Reimbursement of Expenses, all 1 (one) page.
- 2.5 Appendix 5 Representative KPIs FY2022, all 1 (one) page.
- 2.6 Appendix 6 Hills Balfour Ltd.'s Quotation, all 1 (one) page.
- 2.7 Appendix 7 Hills Balfour Ltd.'s corporate documents and passport, all 4 (four) pages.

In the event that any text in the Appendix is in conflict with the text of this Agreement, the text of this Agreement shall apply, and in the event that the text of Appendixes conflict with each other, the Representative shall comply with the decision of TCEB. The decision of TCEB is deemed to be final and the Representative has no right to claim any wage or damages or any additional expenses from TCEB.

If anything or any action that is not specified in the Appendixes of this Agreement, but it is necessary to complete the Work correctly or achieve the objectives of this Agreement, the Representative shall arrange that without claiming any damages or compensation

Clause 3. PERFORMANCE SECURITY

At the time of this Agreement, the Representative has provided TCEB with deposit cash, in the amount of GBP 2,442 (Two thousand four hundred and forty-two Pounds Sterling only), as a performance security under this Agreement.

The performance security that the Representative shall provide according to the preceding paragraph, must cover all liability of the Representative throughout the Agreement period. If the performance security provided by the Representative is reduced or deteriorated or does not cover the liability of the Representative throughout Agreement period, for any reason, including the delay in work delivery of the Representative that cause change of the completion period or the due date of liability for defects under the Agreement, no matter what time it occurs, the Representative shall provide TCEB with new or additional performance security to the full amount under the first paragraph within 7 (seven) days from the day after the receipt of a written notice from TCEB.

TCEB will return performance security provided by the Representative under this Agreement to the Representative without interest.

Clause 4. COST OF THE SERVICE FEE AND PAYMENT

TCEB agrees to pay and the Representative agrees to accept the payment of the Service fee which is not exceed in the amount of GBP 48,840 (Forty-eight thousand eight hundred and forty Pounds Sterling only) (Thailand's VAT included).

TCEB shall effect payment the Service fee to the Representative on a monthly basis at the amount of GBP 4,070 (Four thousand and seventy Pounds Sterling only)(Thailand's VAT included) for a period of 12 months in accordance with the term of payment which set forth in Appendix 1 Terms of reference (TOR).

The Payment herein above will be made after the Delivery work is submitted in accordance with Appendix 1 (TOR) and TCEB's inspection committee or representative has inspected and accepted such the Work under Clause 9.

In the case that TCEB assigns the Representative to perform the Service apart from mentioned under Clause 1, TCEB agrees to pay an additional remuneration or expense to the Representative according to the rate of remuneration for the performance of service as a mutually agreed proposals.

Clause 5. DUTIES AND LIABILITIES OF THE REPRESENTATIVE

5.1 The Representative shall deliver work in accordance with the form and method prescribed in Appendix 1, Appendix 3 and Appendix 5.

5.2 In the event that the Work of the Representative is defective or does not comply with the terms and conditions under the Agreement or does not proceed correctly according to the academic or professional principles and/or the relevant legal provisions, the Representative, without delay, shall correct it without claiming for any wages or damages or expenses from TCEB. If the Representative avoids or fails to complete the correction within the period specified by TCEB in writing, TCEB has the right to hire other Agreement or(s) to work instead. The Representative will be responsible for paying wages in this respect for TCEB completely.

If there is any damage caused by the Work under this Agreement, whether due to operations that do not comply with the academic or professional principles and/or the relevant legal provisions, the Representative shall correct such damage within the period of time prescribed by TCEB. If the Representative fails to correct such damage, the Representative shall be responsible to pay for damages incurred to TCEB, including the damage that has occurred directly and the damage in connection with the damage caused by the Work under this Agreement.

Endorsement or approval or consent to any work or work of the Representative or payment of wages by TCEB does not to release the Representative from any obligations and responsibilities under this Agreement.

5.3 All the Work and documents that the Representative has prepared regarding this Agreement shall be deemed as confidential and shall be the property of TCEB. The Representative must deliver all the Work and documents to TCEB at the end of this Agreement. The Representative may keep a copy of the document, but shall not use the text in the documents for use in other activities that are not related to the Work without prior written consent from TCEB.

5.4 TCEB is the sole owner of copyright or intellectual property rights, including any rights in the Work that the Representative has performed in accordance with this Agreement only, and the Representative shall not use or disseminate, whether in whole or in part, work and/or details of the Work under this Agreement in other businesses other than those specified in the Agreement, unless obtaining prior written permission from TCEB.

5.5 The Representative shall be responsible for violating the provisions of law or infringement of copyright or other intellectual property rights, including any rights to third party due to the performance of this Agreement.

5.6 If the damage or loss of the property that TCEB is responsible for occurs because the Representative or its personnel also has a fault, the parties shall be jointly liable. The liability of each party depends on how each party has contributed to the offense.

Clause 6. FINE

If the Representative is unable to complete the Work within the time specified in the Agreement and TCEB has not terminated the Agreement, the Representative shall pay the fine to TCEB on a daily basis, at the rate of 0.1 % price of the does not deliver item However, it must not be lower than 100 baht per day, from the day after the completion date under the Agreement or the end of working period extended by TCEB until the actual completion of work. In addition, the Representative allows TCEB to claim for damages caused by the delay in working of the Representative, only for the excess of the said fine.

While TCEB has not terminated the Agreement, if TCEB considers that the Representative is unable to comply with the Agreement, TCEB may exercise the right to terminate the Agreement and exercise the rights under Clause 13 (Temporary suspension and Agreement termination), and if TCEB has notified the claim to the Representative at the end of completion period and demand the Representative to pay the fine, TCEB has the right to impose the fine against the Representative until the date of termination.

Clause 7. ENFORCE PAYMENT FROM FINE, DAMAGES AND EXPENSES

In the event that the Representative fails to comply with any provision of this Agreement for any reason, causing the fine, damages, or expenses to TCEB, the Representative shall compensate such fine, damages, or expenses to TCEB within 30 (thirty) days from the day after the receipt of written notice from TCEB. If the Representative fails to compensate in full within the prescribed period, TCEB shall have the right to deduct such amount from the Service fee that TCEB shall pay the Representative or enforce payment from performance security immediately.

In the event that the Service fee to be paid to the Representative and performance security are not sufficient to cover the fine, damages, or expenses, the Representative agrees to pay the shortfall of the full amount of the fine, damages or expenses within 30 (thirty) days from the day after the receipt of written notice from TCEB.

TCEB shall refund all the remaining amount of the Service fee after being deducted to pay fine, damages or expenses to the Representative.

Clause 8. CANCELLATION OR REDUCTION OF FINE, OR EXTENSION OF WORK PERIOD ACCORDING TO THE AGREEMENT

In the event that there is a cause caused by the fault or defect of TCEB, or force majeure, or caused by any circumstances that the Representative is not liable under the law, or any other cause as specified in the ministerial regulations issued under the laws on Government Procurement and Supplies Management causing the Representative to not be able to complete the Work according to the conditions and schedule of this Agreement, the Representative shall inform TCEB of such circumstances with evidence in writing for the purpose of cancelling or reducing the fine or extension of the Work period within 15 (fifteen) days from the day after such cause has ended or as prescribed in the said ministerial regulations, as the case may be.

If the Representative fails to comply with the first paragraph, it shall be deemed that the Representative has waived the right to claim or reduce the fines or extend the working hours without any conditions at all, except in the case of the default or the defect caused by TCEB, with clear evidence, or in which TCEB already knows from the beginning.

Cancellation or reduction of fines or extend the working period under the first paragraph is in the discretion of TCEB to consider as appropriate.

Clause 9. ACCEPTANCE OF THE WORK

At the time the Representative prepares or is working on the Work under this Agreement, the Inspection Committee or the representative of TCEB has the right to enter the Work examination at any time. The Representative and staff and personnel of the Representative shall provide cooperation, convenience and reasonable assistance.

The fact that there is the Inspection Committee or the representative of TCEB does not release the Representative free from any liability under any provision of this Agreement.

TCEB or the Inspection Committee, or the representative of TCEB has the right to inspect and control the Work to be in according to in the Agreement and the Appendix attached to this Agreement with the right to order any work relating to this work and the Representative shall comply with that order in all respects

The Work under this Agreement, including any orders made by TCEB or the Inspection Committee or TCEB's representative relating to the Work under this Agreement, shall not cause the relationship between TCEB and the Representative, or between TCEB and staff or personel of the Representative, to become an employee of the government or a relationship as an employee of an employer under labor law or state enterprise labor law or labor protection law in any way.

Determining whether the Work done by the Representative is completed according to the Agreement or the intention of TCEB or not, or which case is considered an act of force majeure or any reason due to the fault or defect of TCEB, or what kind of circumstances that the Representative is not liable under the law, including the event that there is a problem with the interpretation of this Agreement or relating to any matter arising under or in connection with this Agreement, regardless of whether the problem arises during operations or after the Work period under this Agreement ends or after the Representative abandons works, the Representative agrees to decisively accept the decision of TCEB and the Representative agrees to be bound by the results of that decision in all respects.

When TCEB has inspected and accepted the delivered the Work and deem that such work is correct and complete according to the Agreement, TCEB will issue proof of acceptance in writing for the Representative to be used as evidence for requesting the Service fee of such hired work.

If the result of the inspection turnout that the Work delivered by the Representative does not conform with the Agreement, TCEB has the rights to reject such the Project. In this case, the Representative shall correct the Work to be in accordance with the Agreement at its own expenses. And the time that is wasted because of the above reasons, the Representative cannot refer to it as the reason for requesting to extend the delivery period according to the Agreement or to cancel or reduce the fines.

Clause 10. MODIFICATION OF WORK AND AGREEMENT RENEWAL

The Representative certifies that it has thoroughly examined and understood the details of the Work already. If it appears that the details of the Work incorrect or deviate from the professional and technical principles, the Representative agrees to comply with the decision of TCEB, the Inspection Committee, in order the complete work. Such decision shall be deem final. The Representative cannot claim for more the Service fee, damages, or any other expenses from TCEB, nor request extension of the Agreement period.

The Representative agrees that TCEB has the rights to change, add or reduce work specified in this Agreement without termination of this Agreement. However, if the change, addition or reduction, including addition or reduction of the Service fee under this Agreement, both parties shall agree in details in writing afterward.

Clause 11. SUB-CONTRACTING

The Representative has not right to sub-contract the Work under this Agreement, whether in whole or in part, except for partially sub-contracting that have been permitted in writing from TCEB. Permission to partially sub- contracting of TCEB does not release the Representative from liability or obligation under this Agreement and the Representative shall be liable for the fault and negligence of the Sub- contractor or the Sub-contractor's representatives or employees in all respect.

In case that the Representative has partially sub-contracted in violation of the provisions of the first paragraph, the Representative shall pay fine to TCEB at the rate of 10 % (ten percentage) of the amount of the sub-contracted works, without prejudice to TCEB's right to terminate this Agreement.

Clause 12. TRANSFER OF THE RIGHT UNDER THE AGREEMENT

The Representative shall not transfer any rights or benefits under this Agreement to others without prior consent from TCEB, except for the transfer of the right to receive the Service fee under this Agreement.

Clause 13. TEMPORARY SUSPENSION AND AGREEMENT TERMINATION

13.1 TCEB has the right to terminate this Agreement in the following cases:

If the Representative does not work within the prescribed period or is unable to complete the Work on schedule or causes TCEB to believe that the Representative is unable to complete the Work on time or completion period already passed or become a person who has been insolvent or becomes bankrupt or commits fraud or neglect to comply with the order of the Inspection Committee, TCEB has the right to terminate this Agreement immediately and has the right to hire a new Agreementor to complete the Representative's works. Exercising the right to terminate the Agreement shall not prejudice the right to claim for damages of TCEB. the Representative shall be responsible for damages that are in excess of the amount of performance security and damages incurred, including the increase in the Service fee due to hiring other people to perform the followings, TCEB has the right to suspend the payment of the Service fee that must be paid for the Work that have been carried out as guarantee of payment of damages, or TCEB may deduct from any amount to be paid to the Representative.

Failure to exercise the right to terminate the Agreement mentioned above by TCEB does not release the Representative from contractual liability.

Termination of the Agreement under Clause 13.1, TCEB has the right to forfeit or enforce repayment from performance security and retention, in whole or in part, and shall have the right to claim for other damages (if any) from the Representative.

13.2 TCEB may serve the written notice to the Representative at any time that TCEB intends to temporarily suspend the Work of the Representative, whether in whole or in part, or to terminate the Agreement. In the event that TCEB intends to terminate the Agreement, such termination of the Agreement shall take effect at least 7 (seven) days after the date the Representative has received the written notice, or may be earlier or later than that period, depending on the agreement of the Parties. Upon receiving such the written notice, the Representative shall stop working immediately. The Representative has no right to receive payment of the Service fee during the temporarily suspension, and take every action to minimize any costs that may be incurred during the suspension.

In the case of temporary suspension of work under Clause 13.2, TCEB will pay the necessary expenses to the Representative as TCEB deems appropriate.

In the event that the Agreement is terminated under Clause 13.2, TCEB will pay the fair and appropriate of the Service fee that specified in Term of payment of Appendix 1 TOR attached this Agreement to the Representative, calculated from the date of operation until the date of termination. In addition, TCEB will return performance Security, as well as compensation for travelling costs and expenses that have been appropriately and actually advanced, which TCEB has not paid to the Representative as well. However, all compensation and payment already paid shall not exceed the Service fee under Clause 4.

Clause 14. Stamp duty

The Representative has to pay the cost of affixing stamp duty, in accordance with the Revenue Code, Stamp duty charges for services in the amount of 1 baht of every 1,000 baht or fraction of 1,000 baht of the Service fee prescribed or part thereof.

Clause 15. Copyright

The Copyright of all documents prepared by the Agreement or in connection with the Agreement rests with TCEB. All documents prepared by the Agreement or in connection with the Agreement shall be confidential and shall be the property of TCEB. The Agreement or shall deliver all these documents to TCEB upon the completion of the Agreement. The Agreement or may take copies of such documents but shall not use the contents thereof for any purposes unrelated to the Work without the prior written approval of TCEB.

Clause 16. Governing Law

The Agreement shall be construed according to the Law of Kingdom Thailand. Each party shall have the right to institute suit against the other in the Civil Court in Bangkok, Thailand.

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This Agreement is made in duplicate. The parties hereto, each retaining one copy, have read and fully understand the contents therein, and accordingly sign their names and affix their seal (if any) in the presence of witnesses.

Signed:  TCEB
(by Mr. Chiruit Isarangkun Na Ayuthaya)
Thailand Convention & Exhibition Bureau
(Public Organization)

Signed:  Representative
(by Ms. Caroline Moultrie)
Hills Balfour Ltd.

Signed:  Witness
Ms. Urailuk Yarangsee
(Senior Manager)
Legal and Good Governance Section
Thailand Convention & Exhibition Bureau
(Public Organization)

Signed:  Witness
(HAMISH REID)
Hills Balfour Ltd.

อ.ส.5 ใบสลักหลังตราสาร



เลขที่ 05849
วันที่ 5 มกราคม 2565

เลขประจำตัว 0994000112165

ชื่อผู้เสียภาษีอากร สำนักงาน ส่งเสริมการค้าลุ่มและนิคมการค้า (องค์การมหาชน)

ในฐานะ ผู้มีหน้าที่เสียภาษี

ที่อยู่ : เลขรหัสประจำบ้าน
ห้องเลขที่ -
หมู่บ้าน -
เลขที่ 989 หมู่ 2, B1 และ B2
ตรอก/ซอย -
ถนน พระราม 1
เขต/อำเภอ ปทุมวัน
รหัสไปรษณีย์ 10330

ชื่ออาคาร สยามพริวรรณ์ทาวเวอร์
ชั้นที่ 25, 26

หมู่ที่ -
แยก -
แขวง/ตำบล ปทุมวัน
จังหวัด กรุงเทพมหานคร

คู่สัญญา

เลขประจำตัวผู้เสียภาษีอากร
ชื่อ Hills Balfour Ltd.

เลขที่สาขา



ได้เสียภาษีอากรตามกฎหมายเป็นต้น เงินสำหรับตราสารตามบัญชีอัตราภาษีอากรตามกฎหมาย ข้อ 4
ลักษณะตราสาร สัญญาจ้าง ดังนี้ :

	บาท	สต.
มูลค่าตราสาร	2,193,038	10
ค่าอากรแสตมป์	2,194	00
เงินเพิ่ม	0	00
รวมเงิน	2,194	00

จำนวนเงินเป็นตัวเลข (สองพันหนึ่งร้อยเก้าสิบสี่บาทถ้วน)

ตามใบเสร็จ เลขที่ 001303

ลงวันที่ 5 มกราคม 2565

เลขระบุเอกสาร อ.ส.4 คือ 01003071-25650105-1-03-000046

ลงชื่อ

ตำแหน่ง

(นายฤทธิชัย ฤทธิเดช)
เจ้าพนักงานสรรพากรปฏิบัติงาน

ใบสลักหลังตราสารนี้จะสมบูรณ์ก็ต่อเมื่อพนักงานเจ้าหน้าที่อากรแสตมป์ของหน่วยงานเก็บภาษีอากร
ได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว



**Terms of Reference
For The Specific Procurement Method**

1. Name of the Project

- 1.1 Project: Conventions' Overseas Marketing Representatives Employment
- 1.2 Activity: Europe Representative

2. Budget

Amount of GBP 48,840 (Thailand's VAT included) equivalent to THB 2,344,320
(estimated exchange rate: GBP 1 = THB 48)

3. Background of the Project

Europe is the most important market in the convention industry considering the fact that over 5,000 international associations are based in this particular continent – the highest number in the world.

Given high potential market, promising leads, and a chance to reach out to top decision makers from this part of the world, TCEB sees the importance of having a representative in Europe in order to penetrate the European market by promoting Thailand as a preferred convention destination and securing some important businesses into the country including inbound European convention delegates too.

Different time zone is also the main issue of communication. Having a representative in a dedicated continent can help keeping up with a satisfied service level in a timely manner.

4. Objectives of the Project

The contractor will promote, develop and establish Thailand as an Asia' premier business events for Convention destination in Europe market and create awareness of Thailand and Thailand Convention and Exhibition Bureau (TCEB) through communication, networking and promotion with association, media, intermediaries as well as MICE suppliers.

5. Scope of Work

5.1 Assist and support TCEB to plan and enhance the marketing strategies and implement activity programs by arranging and participating in destination promotion such as trade show, road show, familiarization trip, sales mission/networking event, annual meeting and other activities determined by TCEB within the time period specified.

5.2 Establish a close working relationship with association, association management company (AMC), professional conference organizer (PCO) and/or meeting planner to increase destination's brand awareness and encourage them to choose Thailand as the destination.

5.3 Maintain and strengthen the current database and build up the new potential leads and update the progress to TCEB.

5.4 Create awareness of Thailand and TCEB through communication, networking activities and promotion.

5.5 Coordinate and supply information to association clients and all related parties. Also act as TCEB's one stop information center for MICE industry in Europe.

5.6 Submit monthly, quarterly and annual report to TCEB as agreed in order to update TCEB about sales & marketing activities and market intelligence & analysis.

5.7 To strengthen and expand Thailand's MICE industry in Europe, the Representative shall support TCEB in organizing the special marketing activities as which fall outside of the Scope of Works and upon TCEB's requests. The roles and responsibilities shall be discussed and agreed with team for case by case. The cost of these activity conducts will be an additional charge which the Representative needs to receive an approval from TCEB prior organizing the missions.

6. Qualifications of the Contractor

Section 64: Subject to section 51 and section 52, a person who intends to tender a proposal in procurement with a State agency must at least have the qualifications and must not be under prohibitions, as follows:

- (1) Having legal capacity;
- (2) Not being a bankrupt;
- (3) Not being under dissolution of business;
- (4) Not being a person under suspension from tendering proposals or making contracts with State agencies under section 106 paragraph three;
- (5) Not being a person whose name is in a circulated list of persons abandoning work of State agencies under section 109;
- (6) Having other qualifications or being under other prohibitions as prescribed by the Policy Commission as published in the Government Gazette, shall be as determined by the Comptroller General's Department;

7. Duration of the Project

From October 1, 2021 to September 30, 2022

8. Delivery of work

The contractor must deliver the work to TCEB and the work must be approved by the Inspection Committee within the specified period as follows:

8.1 To appraise the monthly performance of contractor for retainer payment approval, contractor is required to submit reports which indicate the detailed of the executed activities as described in Scope of Work, competitive analysis, MICE industry trend and information update that are beneficial to TCEB.

Formal performance reviews shall be held yearly by TCEB as per agreed Key Performance Indicators (KPIs).

8.2 The contractor must abide by the report content template which advised by TCEB. The report must be submitted as per following timelines;

- 8.2.1 Monthly Report – every 25th of each month
- 8.2.2 Quarterly Report – at the end of each quarter
- 8.2.3 Annual Report – at the end of September

9. Payment terms

TCEB shall pay contractor for the provision of the services a total of GBP 48,840 (Thailand's Vat included). During the 12-month period from October 1, 2021 to September 30, 2022, the payment of GBP 4,070 (Thailand's VAT included) will be made every month after the Monthly Report is submitted and approved by the Inspection Committee.

10. Performance security

The contractor has to provide a performance security in the amount of 5% of the purchase or contract price to TCEB. The Security will be returned to contractor once the contract is officially completed, whereas the Security will be confiscated when contractor reneges on the contract without proper acknowledgement to TCEB.

11. Stamp duty

The contractor has to pay the cost of affixing stamp duty, in accordance with the Revenue Code, Stamp duty charges for services in the amount of THB 1 of every THB 1,000 or a fraction of THB 1,000 of the remuneration prescribed or part thereof.

12. Penalty fee

TCEB stipulates conditions in the event that the contractor is unable to deliver the work within the time specified in the scope of work, on a daily basis at the rate of 0.1 percent of the value of the undelivered work, but not less than THB 100 per day.

13. Cancellation

TCEB reserves the right to cancel the procurement, employment or contract in the event that it is determined that the most or almost of the contractor's work under the scope of work has been delayed and causes damage, the acceptance of such work is useless, the lack of ability to perform tasks in accordance with the scope of work or the contract for quality and completion as scheduled. TCEB will not be responsible for any expenses incurred to the contractor and if such circumstances cause TCEB damage, the contractor must be responsible and compensate for the damage caused to TCEB also, without any conditions at all.

14. Ownership of data and documents

14.1 Documents/data/workpieces/databases and/or software and anything else that results from the implementation of this project, all work that has been performed, including those that have been delivered and that have not been delivered, shall be the property of TCEB by law, which the contractor must deliver to the TCEB and TCEB has the right to take part or all of the work to be published or reproduced by itself or allow others to publish or reproduce.

14.2 All information (including the names of any potential clients of TCEB) obtained or provided by contractor in the provision of the services shall be the property of TCEB.

14.3 Contractor must take such steps as are necessary to ensure that such information is not disclosed (whether intentionally or unintentionally) without TCEB prior approval in writing to any person other than TCEB unless disclosure is required by law and do not use any such information for any purpose other than for the purpose of performing the services.

14.4 Upon the termination of agreement for any cause, contractor must promptly return the confidential information to TCEB or otherwise dispose of as TCEB may instruct, all confidential information which is the property of TCEB which contractor may have in its possession or in its control.

15. Disclaimer

TCEB reserves the right not to hire the contractor, if it appears that the submission of the proposal does not meet the criteria or conditions specified, or TCEB considers that the employment of such selected person will not be beneficial to TCEB as it should. The expenses of the proposer arising from the selection process for the price examination shall be the burden of the proposer, and the proposer has no right to claim any damages from TCEB.

16. Sub-contracting

The contractor has not right to sub-contract the works under this contract, whether in whole or in part, except for partially sub-contracting that have been permitted in writing from TCEB. Permission to partially sub-contracting from TCEB does not release the contractor from liability or obligation under this contract and the contractor shall be liable for the fault and negligence of the sub-contractor or the sub-contractor's representatives or employees in all respect.

In case that the contractor has partially sub-contracted in violation of the provisions of the first paragraph, the contractor shall pay fine to TCEB at the rate of 10 percent of the amount of the sub-contracted works, without prejudice to TCEB's right to terminate this contract.



Remarks :

1. The decision of TCEB is deemed to be final. The proposers who have not been selected shall accept and shall not dispute the decision of TCEB in any case at all.
2. TCEB reserves the right not to choose the lowest proposer, but it will consider from the criteria used in the overall selection process.
3. The selected proposer must work along with TCEB. Any decision-making must be obtained the prior consent from TCEB.
4. TCEB reserves the right to negotiate the prices with the proposer, whether before and/or after TCEB has decision.
5. TCEB reserves the right to modify or add content as appropriate with the consent of the selected proposer.
6. The contract or the written agreement for this procurement will be signed only once the Annual Expenditure Act of the Fiscal Year of B.E. 2565 (2022) is in effect and the budget allocation from the Budget Bureau is completed. In case there is no such budget allocation to TCEB for the procurement, TCEB is able to cancel the procurement.

For more information, please contact :

Miss Suparat Veeravattana
Manager, Conventions Department
Email: Suparat_v@tceb.or.th
Telephone 02 694 6000 ext. 6171

Proposal Representative Office in Europe TCEB Conventions Team

Thailand Convention and Exhibition Bureau proposal for market representation in the European Conventions Sector

Dear Khun Nooch

We are pleased to submit our proposal to the Thailand Convention and Exhibition Bureau for continued market representation in the European Conventions Sector from October 1st 2021 to 30th September 2022.

We continue to be proud to be your European representative and will be honoured to be reappointed to represent you in 2022. We very much appreciate the opportunity to be considered to continue to perform this task.

Thailand remains one of the most appealing destinations in the world for conventions with excellent infrastructure to accommodate the largest of events. It is one of the world leaders in delivering warm genuine hospitality to everyone visiting Thailand for business or pleasure, as well as promoting diversity and equal opportunity. We all continue to be very excited and committed to these values and trust our proposals provide some detailed ideas on how we hope to continue to work together in the future.

MMGY Hills Balfour has a dedicated MICE team, based in our London office, with UK and European sales remits for our prestigious clients. We are proud to work with some leading world destination convention bureaus such as NYC & Company, Dubai Business Events, Las Vegas VCA and the Vienna Convention Bureau as well as TCEB. Our team of experts has an excellent pedigree in growing business interest and bookings in our client destinations across the MICE sectors from the UK and European territories. The team's excellent network and deep experience of working for international convention bureaus enables the execution of high-quality sales activities for our destination clients well as delivering new business from across the UK and Europe.

I would be delighted to answer any questions if any should arise. You can call me on +44 (0) 20 7593 1788 or email mmann@hillsbalfour.com

Thank you again for the opportunity to respond to this request – we hope to have the pleasure of continuing to work with you on this exciting journey to continue to establish Thailand as the premier business events destination in Asia.

With kind regards



Margaret Mann
MICE Account Director

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

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INTRODUCTION

Objectives

To promote, develop and establish Thailand as Asia's premier destination for Association congresses in the United Kingdom and Europe and raise awareness of TCEB and Thailand through public relations and networking, promotions with media, association event suppliers and association clients.

Role of Representative

Services by MMGY HILLS BALFOUR LTD.

This proposal is for representation services catering specifically to the geographical areas of the United Kingdom and Europe.

HILLS BALFOUR LTD. ("Representative") will carry out the following functions on behalf of TCEB with a monthly retainer of fee, except where specified.

The key role is to generate leads for TCEB, to increase the database and to organise 120 sales calls per year. A designated account manager will be supported by our wider team of researchers, event planners and PR experts in delivering the scope of work.

Scope of work

1. Assist and support TCEB to plan and enhance marketing strategies and implement activity programs by arranging and participating in destination promotions such as trade shows, road shows, familiarization trips, sales missions/corporate functions, annual meetings and other activities determined by TCEB within the time period specified.
2. Establish close working relationships with airlines, PCOs, association organisers and other industry partners to host joint promotions on Thailand and encourage them to become more actively involved in promoting Thailand as association congress destination to their clients.
3. Encourage the Meetings organisers or any special associations to choose Thailand as the destination and generate association visitors to Thailand.
4. Maintain and strengthen the current database and build up the new customer targets and update the progress to TCEB.
5. Create awareness of TCEB and Thailand through public relations, networking activities and promotions.
6. Coordinate and supply information to buyers and target groups. Also act as TCEB's one stop information center for association congress in United Kingdom and Europe.
7. Submit monthly, quarterly and annual reports to TCEB as agreed to update TCEB about sales & marketing activities and market intelligence & analysis.

Destination Promotion

1. Establish and maintain contacts with qualified international planners of association program that have the potential and the interest to send conventions, conferences as well as business events to Thailand.
2. Develop, maintain, and utilize a suitable Conventions database for marketing and delegates boosting activities.
3. Assist TCEB's plan and implement the programs of sales missions or road shows to United Kingdom/Europe when needed. This includes but is not limited to making land arrangements for the events (on project basis).
4. Design and implement email campaigns (Digital newsletters) to qualified association executives and planner from representative's database.
5. Set up strategies for conventions and conferences with action plans, executing, and evaluation. The set of strategies, action plans, execution and evaluation to be included in monthly report to be submitted to the Director of Conventions Department and or the designated of TCEB.

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6. Conduct attendance building activities, including advertising and direct-mailing exercises for promotion of specific conventions and conferences to be and being held in Thailand, when needed.
7. Act as the TCEB's one-stop information center for association executives and planner, PCO, AMC, media and the general public in United Kingdom & Europe
8. Provide TCEB with effective market research and intelligence related to convention market in United Kingdom & Europe

Public Relations

1. Create awareness of TCEB through the Representative's database and other PR / communication channels in United Kingdom & Europe.
2. Circulate and distribute TCEB press release through PR / communication channels in United Kingdom & Europe, where possible.
3. Monitor TCEB news and prepare clipping report of all TCEB and local market convention industry segments, if any.
4. Initiate, develop and implement and execute PR and Media plan as approved by TCEB when needed.

Administration

1. Monitor and report on travel industry trends and developments that may affect demand for Thailand – noted that reports from the offices of Representative in United Kingdom & Europe will be submitted monthly, quarterly, and annually.

The Monthly Report must be in writing with detailed activities undertaken during the preceding month and activity proposed for the following month for conventions department. Reports must also be in a format approved by TCEB and be sent to TCEB by 25th of each month, in accordance with TCEB's requirements as follows;

- a) Leads acquisition
- b) RFPs/Bids Following status
- c) Sales call/visit
- d) Marketing activities
- e) Situation update / Market Intelligence / Business Outlook
- f) News clipping & PR report

The Quarterly Report must be accumulated the activities and market trends in the past three months and sent to TCEB by the end of December, March, June and September in accordance with TCEB's requirements as follows;

- a) KPIs achievements, number summary of leads acquisition, RFPs/Bids (year-to-date)
- b) Marketing activity achievement highlight of last three months
- c) MICE Market overview and competitive analysis.
- d) Challenges and difficulties, if any
- e) New marketing opportunity identification and recommendation.

The Annual Report must be a summary of yearly activities and market overview in the past year and be sent to TCEB by the end of September in accordance with TCEB's requirement as follows;

- a) Executive Summary
- b) One year summary on number of leads acquisition, RFPs/Bids, number of delegates and total annual revenue generated to Thailand
- c) One year summary on MICE intelligence update
- d) One year overview on market opportunity identification and recommendation
- e) Annual market analysis and future trend of Thailand as destination

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2. Supervision the account and matters of TCEB shall be done by the respective head of the United Kingdom & Europe offices.

3. Assign at least one (1) dedicated staff of each sector to service the account and matters of TCEB and serve as the main contact and liaison for all day to day matters. Working hours of staff shall be Monday to Friday and at least 8 hours per day, starting from 9.00 am (inclusive of any lunch, morning or afternoon tea breaks as long as normal accepted) on working day. Representative is prepared to work any such additional hours as may be directed or as necessary to achieve the objectives under this Agreement.

4. Monthly 1:1 conference call will be set up between TCEB and Representative for mutual update and discussion on issues that would affect the MICE marketing in United Kingdom & Europe

5. Account and matters of TCEB will be designated with a separate incoming telephone number and all calls shall be answered as TCEB. There will also be appropriate signage at the office premises to show TCEB representation, separate stationery and business cards reflecting the TCEB identity as provided by Head Quarter.

6. One (1) Representative staff shall visit TCEB, at least once a year, upon TCEB's direction, to obtain an update on the developments. This may coincide with familiarization trip and/or annual meeting organized by TCEB.

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PERFORMANCE ACCESSIBILITY (KPIs)

KPI Type	Description	KPI
Qualify leads	To secure qualify lead/bids/RFP	13
Sales Call	Sales calls definition to include telephone, face to face and other structured sales discussions reported in monthly report.	120
Contacts for TCEB database	New contact of B2B and association congress organisers to be added to TCEB database. Details will include name, company, contact and email details and be GDPR compliant.	250
Monthly Report	Submit a monthly report to TCEB's head office by the 25 th of each month in accordance with TCEB's requirements	12
Quarterly Report	Submit a quarterly report to TCEB's head office by the end of December, March, June and September in accordance with TCEB's requirements	4
Annual Report	Submit an annual report to TCEB's head office at the end of the fiscal year by the end of September in accordance with TCEB's requirements	1
Marketing Activities	Depend on budget allocation and to be agreed upon by TCEB	-
Disseminate media coverage or article	Disseminate media coverage or article approved by TCEB or requested by TCEB and monitor with clipping report	Upon request (maximum 8)

Costing

Hills Balfour's retainer fee will be a total of **£48,840 (Thailand's VAT 7% included)** for the duration of the contract from October 1st 2021 to September 30th 2022. This will be invoiced at £4,070 on the 25th of the month along with the monthly report.

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APPENDIX 3

Services by HILLS BALFOUR LTD.

(Attached to the Europe Representative Employment Agreement dated 25th November, 2021)

Hills Balfour Ltd. ("Representative") will carry out the following functions on behalf of TCEB with a monthly retainer of fee, except where specified.

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6. Conduct attendance building activities, including advertising and direct-mailing exercises for promotion of specific conventions and conferences to be and being held in Thailand, when needed.
7. Act as the TCEB's one-stop information center for association executives and planner, PCO, AMC, media and the general public in United Kingdom & Europe
8. Provide TCEB with effective market research and intelligence related to convention market in United Kingdom & Europe

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Public Relations

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1. Monitor and report on travel industry trends and developments that may affect demand for Thailand – noted that reports from the offices of Representative in United Kingdom & Europe will be submitted monthly, quarterly, and annually.

The Monthly Report must be in writing with detailed activities undertaken during the preceding month and activity proposed for the following month for conventions department.

Reports must also be in a format approved by TCEB and be sent to TCEB by 25th of each month, in accordance with TCEB's requirements as follows;

- a) Leads acquisition
- b) RFPs/Bids Following status
- c) Sales call/visit
- d) Marketing activities
- e) Situation update / Market Intelligence / Business Outlook
- f) News clipping & PR report

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- b) Marketing activity achievement highlight of last three months
- c) MICE Market overview and competitive analysis.

- d) Challenges and difficulties, if any
- e) New marketing opportunity identification and recommendation.

The Annual Report must be a summary of yearly activities and market overview in the past year and be sent to TCEB by the end of September in accordance with TCEB's requirement as follows;

- a) Executive Summary
 - b) One year summary on number of leads acquisition, RFPs/Bids, number of delegates and total annual revenue generated to Thailand
 - c) One year summary on MICE intelligence update
 - d) One year overview on market opportunity identification and recommendation
 - e) Annual market analysis and future trend of Thailand as destination
2. Supervision the account and matters of TCEB shall be done by the respective head of the United Kingdom & Europe offices.
 3. Assign at least one (1) dedicated staff of each sector to service the account and matters of TCEB and serve as the main contact and liaison for all day to day matters. Working hours of staff shall be Monday to Friday and at least 8 hours per day, starting from 9.00 am (inclusive of any lunch, morning or afternoon tea breaks as long as normal accepted) on working day. Representative is prepared to work any such additional hours as may be directed or as necessary to achieve the objectives under this Agreement.
 4. Monthly 1:1 conference call will be set up between TCEB and Representative for mutual update and discussion on issues that would affect the MICE marketing in United Kingdom & Europe
 5. Account and matters of TCEB will be designated with a separate incoming telephone number and all calls shall be answered as TCEB. There will also be appropriate signage at the office premises to show TCEB representation, separate stationery and business cards reflecting the TCEB identity as provided by Head Quarter.
 6. One (1) Representative staff shall visit TCEB, at least once a year, upon TCEB's direction, to obtain an update on the developments. This may coincide with familiarization trip and/or annual meeting organized by TCEB.

APPENDIX 4

Reimbursement of Expenses

(Attached to the Europe Representative Employment Agreement dated 25th November, 2021)

The following procedures are set primarily for reimbursement of expenses of Representative in carrying out the Services on behalf of TCEB with a monthly retainer or Fee, except where specified.

Reimbursement of Expenses

1. In case there are bank charges associated to the payment, it is agreed that TCEB shall be responsible for the remitting bank's charges and Representative shall bear the rest of the charges.
2. It is agreed that all expenses claimed by Representative for reimbursement must be in accordance with annual representative marketing plan and budget which are approved in writing by TCEB. Activity and budget or estimated cost to be conducted by Representative must be pre-specified under Project Control Sheet and Travel Request and submitted in advance to TCEB for acknowledgement and approval for a period not less than one (1) month prior to project/activity commencement, if possible
3. Travel Request must contain clear details of expense breakdown for traveling purpose of each particular e.g. meals, lodging/accommodation, local transportation, telephone, internet, entertainment, and other relevant expenses incurred related to the activity.
4. It is agreed that Representative can use his/her own vehicles for business journeys to other cities (outside London) and is able to claim mileage (45p per mile according to HM Revenue Customs of United Kingdom / UK Government) from TCEB.
5. Reimbursement of pre-approved expenses will be in accordance with complete official receipts underlying all expenses and details of each under each particular provided regarding date, amount paid, currency, and brief description of such expenses. The amount claimed shall not exceed pre-approved amount per Travel Request.
6. TCEB reserves the right to verify such expenses claimed and/or request for additional documents or clarification upon disbursement of the expenses.

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58 Southwark Bridge Road
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United Kingdom

APPENDIX 5

Representative KPIs FY2022

(Attached to the Europe Representative Employment Agreement dated 25th November, 2021)

Market/Area: United Kingdom & Europe

Contract Period: October 1st, 2021 - September 30th, 2022 (12 months)

Performance Evaluation

Key Performance Indicators (KPIs) are based on the followings;

CONVENTIONS

1. Secure 13 Leads acquisition
2. Generate 120 sales call for the year to create new qualified international association buyers, PCOs, AMCs, or congress organizers.
3. Establish new database of 250 contact of B2B and association congress organisers and maintain accuracy of conventions market database. The database must include name, organisation, contact and email details and be GDPR compliant. The database information must be reported to TCEB head office on a quarterly basis.
4. Implement marketing activity as outlined in the sales and marketing plan decided with TCEB.
5. Provide sales outreach to the database of qualified international planners of association programs on behalf of TCEB.
6. Monthly Report to be submitted to the head office of TCEB by 25th of each month, in accordance with TCEB's requirements
7. Quarterly Report to be submitted to the head office of TCEB by the end of each quarter (Fiscal Quarter end in December, March, June and September) in accordance with TCEB's requirements
8. Annual Report to be submitted to the head office of TCEB by the end of fiscal year 30th of September, in accordance with TCEB's requirements
9. Disseminate media coverage or news article as approved or requested by TCEB head office and monitor with clipping report.

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom



Ms Nooch Homrossukhon
Director-Conventions Department
Thailand Convention & Exhibition Bureau
Siam Piwat Tower Building, 25th and 26th Floor
989 Rama Road, Pathumwan
Bangkok 10330 THAILAND

Hills Balfour Ltd
58 Southwark Bridge Road
London
SE1 0AS
United Kingdom

Date: 23 September 2021

Recipient: Thailand Convention & Exhibition Bureau (TCEB)

No	Description	Unit	Unit Price (GBP)	Total (GBP)
1	Monthly Retainer Fee- Conventions Department	12	4,070.00	48,840.00
Grand Total				48,840.00

Remarks: Price quoted are Thailand's VAT 7% inclusive



Signature and company stamp

Name: Caroline Moultrie
Position: Managing Director
Company Name: Hills Balfour Ltd

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58 Southwark Bridge Road
London SE1 0AS
United Kingdom



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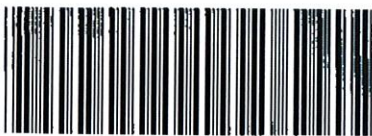
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 4496830

The Registrar of Companies for England and Wales hereby certifies that
HILLS BALFOUR LIMITED

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 27th July 2002



N04496830L

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

A handwritten signature in blue ink, likely of the Registrar.



Change of Registered Office Address

Company Name: **HILLS BALFOUR LIMITED**

Company Number: **04496830**



Received for filing in Electronic Format on the: **29/06/2021**

XA7NULD6

New Address Details

New Address: **58 Southwark Bridge Road C/O Accounting
LONDON
England
SE1 0AS**

Please Note:

The change in the Registered Office does not take effect until the Registrar has registered this form. For 14 days, beginning with the date that a change of Registered Office is registered, a person may validly serve any documentation on the company at its previous Registered Office.

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver Manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom



Companies House

AP01^(ef)

Appointment of Director

Company Name: **HILLS BALFOUR LIMITED**
Company Number: **04496830**



Received for filing in Electronic Format on the: **07/10/2020**

X9F570ZD

New Appointment Details

Date of Appointment: **14/09/2020**
Name: **CAROLINE MOULTRIE**

The company confirms that the person named has consented to act as a director.

Service address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/04/1973**

Nationality: **BRITISH**

Occupation: **DIRECTOR**

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58 Southwark Bridge Road
London SE1 0AS
United Kingdom

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[Handwritten signature]

THERE ARE NO OFFICIAL OBSERVATIONS

PASSPORT
PASSEPORT

P

GBR

516762765

Surname_Nom (1)

REID

Given names/Prénoms (2)

MALCOLM HAMISH

Nationality/Nationalité (3)

BRITISH CITIZEN

Date of birth/Date de naissance (4)

31 JAN / JAN 72

Sex
M

M SHOREHAM-BY-SEA

16 III 1 III 1

Date of expiry/Date d'expiration (9)

16 FEB / FEV 24

Holder's signature/Signature du titulaire (10)

Hand at Reid

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Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

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Hills Balfour
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

Tel: 44-(0)20-7593-1700
Fax: 44-(0)20-7022-8662
E-mail: info@hillsbalfour.com

30th September 2021

Mr. Chiruit Isarakun Na Ayuthaya
President of Thailand Convention & Exhibition Bureau (Public Organization)
Siam Piwat Tower Building,
25th & 26th Floor,
989 Rama 1 Road, Pathumwan,
Bangkok, 10330, Thailand

Request to Use Performance Security of 2021 for 2022

Dear Mr. Isarakun Na Ayuthaya,

Reference is made to 2021 TCEB Overseas Representative Agreement No. 63-106 dated 21 October 2020 between Thailand Convention & Exhibition Bureau (TCEB) and Hills Balfour Limited. Hills Balfour Limited pledges the amount of £2,442 for the purpose of performance security.

Hills Balfour Limited would request your kind approval to use the said performance security of the above-mentioned Agreement for the renewal agreement of 2022. Hills Balfour Limited will transfer the additional £241 to complete the contract bank guarantee for FY2022.

Yours sincerely,



Caroline Moultrie
Managing Director

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

Hills Balfour Ltd registered in England
At 10 London Mews, London W2 1HY
(Registered number 04496830)

