

RATE AGREEMENT

The following rate agreement is entered with PT. Cahaya Warna Prima (the owner) dba. "Six Senses Uluwatu, Bali" (referred to herein as the resort).



Issued: 2 September 2019
Validity: 1.11.2019 till 31.10.2021

1. FIT Room Rates:

Currency: USD

Villa Category (Villa Count)	No. of Persons Rate is based on	Maximum Occupancy	Low Season	High Season	Peak Season
			01.11.19 - 23.12.19 06.01.20 - 14.07.20 01.09.20 - 23.12.20 06.01.21 - 14.07.21 01.09.21 - 31.10.21	15.07.19 - 31.08.19 15.07.20 - 31.08.20 15.07.21 - 31.08.21	24.12.19 - 05.01.20 24.12.20 - 05.01.21
Sky Suite (16)	2	2A + 1C or 3A	550	605	688
Sky Pool Suite (8)	2	2A + 1C or 3A	650	715	813
Cliff Pool Villa - One Bedroom (62)	2	2A + 1C or 3A	800	880	1,175
Sky Penthouse Suite with Pool - Two Bedroom (4)	4	4A + 2C or 5A	1,200	1,320	1,500
Cliff Pool Villa - Two Bedroom (7)	4	4A + 2C or 5A	1,500	1,650	2,006
Cliff Pool Villa - Three Bedroom (4)	6	6A + 3C or 8A	1,800	1,980	2,250
Presidential Villa (1)	8	8A + 4C or 10A	6,500	7,150	8,125
The Retreat (1)	8	8A + 4C or 10A	7,500	8,250	9,375
Extra Person (12 Yrs and above)			150	150	150
Extra Child (0 - 11 Yrs)			75	75	75

Notes

- All rates are quoted in USD, per villa, per night, inclusive of breakfast for single/double occupancy or as specified above except for the rates for the extra bed for a child. Please see extra person charges for more details
- The rates are net, non-commissionable and inclusive of service charge, provincial and government taxes totaling 21%.
- In the event provincial or government taxes increase or decrease within this contract period, the resort reserves the right to adjust the contract rates accordingly to reflect the change.
- The rates are required to be marked by a minimum 25% and or packaged to increase the rate 25% before being sold to the public.
- The rates are not applicable for groups, meetings, incentives which are defined at 5 rooms or more.

The Rates include additional amenities and services as follows:

- Welcome drink (Indonesian local herbal drink – Jamu) and cold towels upon arrival
- Complimentary Six Senses drinking water
- Welcome fruit and petit four upon arrival
- Bathroom amenities
- Tanamera in-room Coffee Machine with complimentary refills
- In Villa Tea making facility with TWG Tea selections
- 2 (two) pairs of slippers
- Turn-down service
- 24 hours’ buggy and butler service
- Complimentary use of the gym
- Daily Complimentary wellness, yoga and fitness activities during stay
- Complimentary use of yoga mat & bag during stay
- Complimentary internet and WIFI access throughout the resort
- Daily complimentary Homemade Ice Cream available 12:00 pm until 06.00 pm
- Complimentary Resort Sustainability Tour and Earth Lab Session
- Complimentary access to Cinema Paradiso open-air theatre and Pop Corn during movie
- Complimentary access to Grow with Senses (Kid’s Den)

2. Extra Person Charges

12 years and above : USD 150 net per person per night
 Rate is inclusive of buffet breakfast, 10% service charge & 11% applicable taxes

0 – 11 years : USD 75 net per extra bed per night
 Rate is inclusive of 10% service charge & 11% applicable taxes. Child policy applicable on F&B component

0 - 11 years : Complimentary accommodation in the room with no extra bed

3. Transfer Rates *

Transfers are offered from Ngurah Rai International Airport and are on charge.
Transfer Charges apply as follows: Prices in USD (Including 11% Taxes and 10% Service Charge)

Car Type	Capacity	One Way Airport Transfer	3 hr Charter	6 hr Charter	9 hr Charter	12 hr Charter	Full Day Charter	Per Hour Charge
Standard Car	3	43	67	67	99	99	162	9
Multi Purpose Van	3	43	67	67	99	99	162	-
Luxury Van	3	67	80	80	113	113	194	20

* Transfer rates and vehicles may be subject to change without prior notice

4. Minimum Stay

Season	Nights
Peak: 24 Dec – 05 Jan inclusive	No check-out on 31 st December & 01 st January

5. Meal Plans (Rates are inclusive of service charge & applicable taxes)

Buffet Breakfast	Included in room rate
Lunch supplement	USD 45 nett per person
Dinner supplement	USD 70 nett per person
Gala Dinner 31 st December	Non- compulsory

- Buffet Breakfast is included in the rates and will be served at 'Rocka' restaurant.
- Half/ Full board meal rates are food only and are available in all restaurants.
- Half/ Full board meal rates are not valid for theme evenings, In villa barbeques, chef table etc.

6. Child Policy: Defined as guests from 0 - 11-year-old.

1. Children aged 5 years and under; dine for free when ordering from the Children's menu
2. Children aged 6 to 11 years eat at full price from the Children's menu and 50% discount when ordering from the regular menu (Half Portion)
3. Buffet is at a 50% discount for all children

7. Special Offers - Valid for all Room types

Low Season:

1. Offer A: Stay 03 Nights = 15% off the contract
2. Offer B: Stay 05 Nights = 25% off the contract
3. Early Bird Offer: Book 21 Days in Advance = 15% off the contract

High Season:

1. Stay 03 Nights = 15% off the contract (A)
2. Stay 05 Nights = 20% off the contract (B)
3. Early Bird Offer: Book 30 Days in Advance = 15% off the contract

Peak Season:

1. Early Bird Offer: Book 60 Days in Advance = 10% off the contract

Offer combinations

Low Season and High Season

- Offer A and Early Bird Offer can be combined
- Offer B and Early Bird Offer can be combined
- Offer A and B **cannot** be combined.

The early bird offer applies to extra person charges but **NOT to meal plans.**

To calculate the price when the offers are combined: Follow these steps:

1. Choose the room type and per night rate
2. Apply the discount applicable based on the length of stay
3. Now apply the discount on the Early Bird Offer on the price calculated in Step 2

8. Deposits - Prepayment

- Low season full prepayment is required 7 days prior to arrival.
- High season full prepayment is required 14 days prior to arrival.
- Peak Season full prepayment is required 60 days prior to arrival.
- In the event credit facilities are in place then prepayment is only required for peak season as stated above.

9. Bank Details for Deposit Payment

Payments will be made direct to	P.T Cahaya Warna Prima.
Wire transfer to	P.T. Cahaya Warna Prima
Bank	Bank Mandiri – KCP Wisma 46 Kota BNI
Account No	122 – 000 – 9824 – 643
Bank Address	Wisma 46 Kota BNI Lt. G Suite 05, Jl. Jend Sudirman Kav.1, Jakarta 10220
	Indonesia
Swift Code	BMRIIDJA

10. Cancellation Policy

- Peak Season	Up to 31 days prior to arrival date	No charge
	30 days onwards	80% of stay
High Season	Up to 07 days prior to arrival date	No charge
	06 days onwards	First Night Charge
Low Season	Early Bird Offer	Refundable
	Up to 07 days prior to arrival date	No charge
	06 days onwards	First Night Charge
	Early Bird Offer	Refundable

*** In the event a booking crosses over two different seasons, the stricter cancellation policy of the two will apply.

11. No Show & Early Checkout Policies

If the individual or entire group does not arrive, arrive later than the confirmed arrival date, or departs earlier than the confirmed departure date the hotel reserves the right to charge a late cancellation or no-show fee.

- A penalty equivalent to the contract rate of 100% of stay will be charged during Peak Season.
- A penalty equivalent to first night's charge will be charged during High Season.
- A penalty equivalent to first night's charge will be charged during Low Season.

Terms & Conditions

1. Rates are based on 2 adults sharing unless specified.
2. All information and rates offered in this agreement are strictly confidential and may not be disclosed to third parties for whatsoever reason or purpose.
3. Brochure Contribution agreements will be issued separately as an addendum- however please note that such agreements will only be agreed against bookings taken during low and / or High season/s.
4. Rates quoted are applicable only to tour operator clients.
5. Rates quoted are NOT applicable to individual commercial business travelers or corporate accounts.
6. Rates offered are applicable ONLY if reservations are made directly to the Resort.
7. The tour operator is not entitled to offer accommodation at the Resort to third parties at rates higher than the Resort's published tariff prevailing at the time of intended occupancy. The resort shall advise the tour operator of the tariff changes as and when these occur.
8. Rates are not valid for internet portal sites. Should tour operators wish to promote their packages on the internet, any daily room rates shown on web sites must include a minimum 25% mark up, or at least be equal to the daily rate published in the tour brochure. Where applicable the rates must be packaged with flights / transportation and other value-added arrangements so that the rates are not revealed to the public. The business partner may not sell or resell on these rates to any third party who uses the internet as a medium or advertising / distribution without expressed prior written consent of the hotel. If the partner breaches the obligations above, the hotel reserves the right at its option to withdraw the rates or terminate entirely this agreement, without notice.
9. All bookings made on www.sixsenses.com at applicable online room or package rates are eligible for 10% commission excluding taxes and service charge.
10. Check in time: Check in is at 3:00 pm, but due to the nature and location of the resort we will provide a room as soon as is convenient to the resort. Guaranteed access to rooms prior to 3:00 pm on the day of arrival may be reserved from the previous evening with one-night additional contract rate charge.

11. **Check out time:** Check out is at 12:00 noon. The resort will endeavor to allow the client to remain in their room until the scheduled time of departure by air transfer from the island - if this is not possible the resort will provide a day use facility until departure subject to availability. Late checkout charges: until 6:00 pm 50% of contracted rate after 6:00 pm 100% of contracted rate, subject to availability.
12. **Groups:** The rates given in this contract are not applicable for reservations of over 5 rooms, meetings, groups or conference business. Please contact your account manager for group rates.
13. **Governing Law:** It is expressly agreed and declared that the proper law of this agreement is the law of Indonesia that any disputes, actions or other matters arising hereunder shall be determined in a court of law in Indonesia in accordance with the laws and procedures of the Country and under all circumstances.
14. **Stop Sell Procedure:** The hotel reserves the right to request a Stop Sell to the business partner. All rooms sold under confirmed allotment must be reported in writing within forty-eight hours (48) of the Stop Sell notification to the hotel and unused allotment must be returned to the hotel by the business partner.
15. **Reservations Procedure:** The business partner or the designated ground representative shall direct all reservations to the resort reservations department. Vouchers are to be sent to the resort when reservations are made or given to clients to present upon check in. Voucher numbers will be listed on invoices as well as the contract rate and any other relevant information pertaining to the invoice.
16. **Cancellations:** Save and except where deposits have been duly paid in accordance with the above, the Hotel reserves its absolute right to release all rooms if the requirements herein stated are not fully met within the time limit stated. The hotel also reserves the right NOT TO ALLOW changes in dates of reservations and guests' name with an original booking confirmed. During the High/peak Season, The hotel will inform with each reservation the time limit (cut off period) of each reservation to observe all points stipulated in this contract. The hotel reserves its absolute right to release the room / (reserved WITHOUT any prior notice if the conditions in this contract are not observed. All deposits made for reservations during the Peak Season are NON- REFUNDABLE and NON- NEGOTIABLE if cut off periods/cancellation notices are not observed. Please note that cancellations will not be accepted until they have been confirmed by the Resort by return fax or e-mail.
17. The hotel must be informed in writing at least 30 days prior the effective date of any change to ownership or management.
18. **Allotments:** The hotel may request return of allotment during high demand periods. Allotments are not uploaded into our reservation system until a signed contract is returned. When the allotment has been filled, additional bookings will only be accepted on rates available at the time of reservation. Any unused allotment will be automatically released on the cutoff date without notification.
 - o Allotments can be retracted by Six Senses if the allotment materialization drops below 60% of rooms allotted.
 - o Allotments will be released automatically without any prior notice if materialization is below 40% of rooms allotted.
 - o Allotment agreements for upcoming contracts / periods / seasons will be based upon previous year's materialization.
19. **Force Majeure:** The Resort shall be relieved of its obligations hereunder in the event and to the extent its performance of this agreement is delayed or prevented in whole or in part by any cause beyond its control, including, without limitation, acts of God, change of laws, war or hostilities (declared or not), civil unrest, fire, flood, earthquake or explosion, sale, seizure of the Resort under legal process, strikes, lockouts or labour stoppages or any other circumstances beyond the control of the Resort that makes it impossible for the Resort to operate fully or partially.
20. **Exclusion of Liability:** It is agreed that the Resort and the Resort Company shall not be liable to the Tour Operator or any other person for any loss, damage, liability, expenses or costs suffered or incurred by the tour operator or any member of any booking(s), including any loss, damages, liability, expenses and costs arising from any loss of, damage to or theft of property, unless such loss, damage, liability, expenses and costs resulted directly from the gross negligence or willful default of the Resort or the Resort Company.
21. **Termination:** A) This agreement may be terminated by the Resort immediately in the event of any breach by the Tour Operator of (a) its payment obligations under this Agreement; or (b) its other obligations under this Agreement which, if in the opinion of the Resort is capable of remedy, is not remedied to the satisfaction of the Resort within 30 days (or such shorter period as the Resort may require) from the date of notice from the Hotel. B) Either party may terminate this agreement for any reason whatsoever by giving the other party 15 days prior written notice of termination. C) Upon termination of this Agreement, the Tour Operators' credit arrangements (if any) shall automatically cease and all amounts due or owing by the Tour Operator to the Resort under this Agreement shall

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Res: reservations-uluwatu@sixsenses.com, Sales: Mona Kalalo(mona.kalalo@sixsenses.com)

- be immediately due and payable. The Resort shall be entitled to levy a late payment charge on any outstanding and overdue sum at the rate of 1.5% per month from the due date until the date on which full payment is made. D) Any termination of this Agreement shall not prejudice any of the parties' rights or obligations that have accrued prior to termination and shall not relieve the Tour Operators' duty of confidentiality.
22. Brochure Features: The tour operator shall feature the Resort in its programs and brochures as a Luxury Resort and where appropriate, also include therein a color photograph of the Resort- digital quality photographs are available for download from the photo gallery on the resort page on the Six Senses website.
 23. The tour operator shall use pre-approved text panels in brochure features and will send brochure features / pages for review to the relevant Director of Sales / Regional Sales Office or Corporate Sales Executive of Six Senses for review prior to printing.
 24. The tour operator shall at its sole cost and expense, develop, print and distribute promotional materials, which include the hotel. All advertising and promotional material pertaining to Six Senses Resorts & Spas, must be approved in writing by the Six Senses Resorts & Spas DOS, DOSM or GM, prior to any form of print or production. Six Senses Resorts & Spas, preserves the right to cancel this agreement should the business partner misrepresent in any advertising, brochure promotion or press release, information pertaining to Six Senses Resorts & Spas, which may damage the image of the Hotel. Six Senses Resorts & Spas will supply the business partner with a selection of digital images and copy to accurately portray the Resort.
 25. Please note that all photography and images of Six Senses Resorts & Spas are protected by copyright. All images used for any purpose must always be credited with the correct name of the resort and destination. Failure to do this will result in a charge being made to protect copyright agreements. Photographs not approved by the Resort will not be permitted without prior agreement.
 26. This brochure contribution agreement is only valid to be paid / deducted from invoices once target production / revenues are met.
 27. This agreement is not a sign of mutual consent of any automatic deductions from invoices.
 28. Invoices can only be deducted with written approvals from property DOS's, DOSM's or General Managers.



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