

## CAPELLA UBUD, BALI FIT LEISURE CONTRACT 2024-2025

**NUBA EXPEDICIONES S.L. including  
NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V., Nuba USA, Inc.**

Alessandra Girardi  
Nuba – Net Rates Director  
96 Serrano  
Madrid Spain, 28006  
Company Phone: +34 917454745  
Office Phone: +34 917454745  
Email: [alessandra.girardi@nuba.net](mailto:alessandra.girardi@nuba.net)

13 June 2023

Dear Alessandra,

Warm greetings from Capella Ubud, Bali.

Thank you so very much for your support thus far; it certainly has been a pleasure to work with you and the team.

We would be delighted to continue our relationship, please find herewith the contract with our rates for the next season accordingly.

Capella Ubud, Bali is a refined tented rainforest camp that offers 22 inspirationally themed one-bedroom tents and 1 two-bedroom lodge.

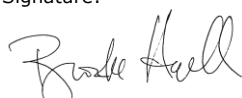
Please find below details pertaining to our inventory:

- 5 Terrace tents (173 sqm).  
Offering a rice terrace or forest outlook and a private saltwater pool.
- 4 Rainforest tents (173 sqm).  
Offering a rainforest setting and view with a private saltwater pool.
- 8 River tents (173 sqm).  
Offering a Wos River experience and view with a private salt water pool.
- 5 Keliki Valley tents (173 sqm).  
Offering unobstructed elevated Keliki Valley views and a private saltwater pool.
- 1 x The Lodge (217 sqm).  
Offering unobstructed valley views, 2 bedrooms, 2 bathrooms and a private saltwater pool.

We would be most grateful if you could please sign and return a copy of the contract to us soonest and look forward to another mutually successful season ahead and a superb continuation of our supportive working relationship.

On behalf of Capella Ubud, Bali:

Name: Brooke Hall  
Title: Director of Sales & Marketing  
Signature:



Date: 13 June 2023  
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Accepted by: NUBA EXPEDICIONES S.L.  
including NUBA EXPEDICIONES DE MEXICO,  
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Name: Alessandra Girardi  
Title: Nuba – Net Rates Director  
Signature:

\_\_\_\_\_  
Date: \_\_\_\_\_

**CONTRACT**

**Parties** Capella Ubud, Bali (Tented camp) and NUBA EXPEDICIONES S.L. including NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V., Nuba USA, Inc. (Company)

**Validity** 01 April 2024 - 31 March 2025

**Currency** US DOLLAR (USD)

**Rate Basis** Inclusive of government tax and service charge.  
Inclusive of daily breakfast for 02 persons at Mads Lange.  
Per tent/lodge, per night.

Tent Category	Inventory Breakdown	Regular Season	Shoulder Season	High Season	Peak Season
		11.04.24 – 24.04.24 02.05.24 – 30.06.24 16.09.24 – 28.09.24 08.10.24 – 19.12.24 14.01.25 – 21.01.25 11.02.25 – 31.03.25	25.04.24 – 01.05.24 01.07.24 – 13.07.24 01.09.24 – 15.09.24 07.01.25 – 13.01.25 22.01.25 – 26.01.25 06.02.25 – 10.02.25	01.04.24 – 10.04.24 14.07.24 – 31.08.24 29.09.24 – 07.10.24 27.01.25 – 05.02.25	20.12.24 – 06.01.25
Terrace tent	5	882	998	1,231	1,463
Rainforest tent	4	910	1,026	1,259	1,491
River tent	8	1,111	1,227	1,478	1,742
Keliki Valley tent	5	1,555	1,671	2,055	2,480
The Lodge	1	On request	On request	On request	On request

**HONEYMOON AMENITY**

- Honeymoon cake and one flower bath await the couple – once during their stay.

**ANNIVERSARY AMENITY**

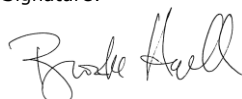
- One anniversary cake await the couple – once during the guest’s stay.

**BIRTHDAY AMENITY**

- One birthday cake await the guest – once during the guest’s stay.

On behalf of Capella Ubud, Bali:

Name: Brooke Hall  
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**RATE INCLUSIONS FOR ALL TENT CATEGORIES**

Below guests’ benefits are offered to all tent categories:

- Breakfast for two daily served at Mads Lange
- 24-hour service of a Capella Culturist
- Welcome duffel bag containing camp essentials upon arrival
- Return airport transfers with our Camp Navigators for stays of 3 nights or more
- Return transfers to Ubud centre daily as per the camp’s schedule
- Exclusive access to the Officer’s Tent for morning coffee, afternoon tea, evening cocktails and canapés daily
- In-tent daily seasonal fruit and infused spring water
- Complimentary soft drinks and local alcoholic beverages from your in-tent refreshment trunk, replenished daily
- Illy espresso machine and tea stations
- 24-hour exclusive access to The Armory, our tented gymnasium and The Cistern, the camp’s 20 metre outdoor rainforest pool
- Low and high impact activities with our Camp Rangers, offered as part of the camp’s weekly activity schedule
- Use of mountain bikes
- Exclusive range of organic bathroom amenities and a soap menu
- Four pieces of laundry per person, per day, exclusive of dry cleaning
- Daily camp turndown ritual
- High speed Wi-Fi throughout the camp
- Complimentary 30-minute camp photo shoot including 1 complimentary e-portfolio. Reservation required 24 hours in advance.

**SPECIAL OFFERS**

Special offers valid only for stays for the following periods:

Regular Season	Shoulder Season	High Season	Peak Season
11.04.24 – 24.04.24 02.05.24 – 30.06.24 16.09.24 – 28.09.24 08.10.24 – 19.12.24 14.01.25 – 21.01.25 11.02.25 – 31.03.25	25.04.24 – 01.05.24 01.07.24 – 13.07.24 01.09.24 – 15.09.24 07.01.25 – 13.01.25 22.01.25 – 26.01.25 06.02.25 – 10.02.25	01.04.24 – 10.04.24 14.07.24 – 31.08.24 29.09.24 – 07.10.24 27.01.25 – 05.02.25	20.12.24 – 06.01.25

**1. Early Bird Offers**

- Book 14 days in advance and receive 10% discount on your contracted rates.
- Book 60 days in advance and receive 15% discount on your contracted rates.
- Book 90 days in advance and receive 20% discount on your contracted rates.

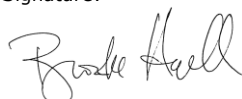
\*All special offers are subject to availability at the time of booking.

**TRANSFERS**

Luxurious transfers (max 4 persons plus luggage)	Available on request
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Date: \_\_\_\_\_

## CONTRACT TERMS AND CONDITIONS

### 01. RATES & TAXES

- All contract rates are quoted **NETT** and **non-commissionable**. All government taxes and service charge are included.
- Rates may increase without notice due to any changes in, or imposition of government charges, taxes or levies.
- Rates are valid for inbound individual leisure guest bookings of below 5 tents only. Beyond this number, group rates shall apply which may vary and are subject to availability and subject to different terms and conditions.
- Rates are not valid until a signed copy of this contract is returned to the tented camp, failure to return the agreement will result in best public rates being offered.
- Contract rates are applicable on the Company's account against an official authorized voucher. Should guests settle their personal accounts for accommodation themselves instead or in case they wish to extend their stay and do so directly at the tented camp, best public rates will apply in order to protect you and the rates we have provided you with.
- All rates are applicable for within allotment (if any) or when available; they are not based on last room availability. If the contracted rate is not available, the prevailing best public rates will apply.

### 02. DISTRIBUTION OF CONTRACT RATES

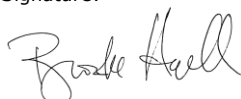
- The rates provided by Tented camp are solely for use by the Company that has entered into this agreement and are non-transferable or assignable to any other company or organization. If Company is acting as a receptive wholesaler, the rates provided by Tented camp may be distributed by Company to companies or organization that primarily operate off-line distribution channels. Company must bundle and must take commercially reasonable steps to ensure that its B2B partners bundle all guest rooms made available through this agreement in a packaged travel product that is, at a minimum, a combination of room and airfare, an overnight cruise, or another meaningful component ("Travel Packages") before Company and its B2B Partners sell such guest rooms to retail customers. Under no circumstance may the contracted room rate made available through this agreement be sold by the Company or its B2B partners on a retail website in an accommodation only or unbundled manner.
- These rates and conditions remain confidential between the Company and Tented camp and may not be disclosed to other parties without the express permission of the hotel. In addition, Company shall not disclose, or permit any third party to disclose to the public the rate for any other component (including airfare) that is included in a travel package. Package room rate may be disclosed to the public only if the Packaged Room rate is for additional nights that can only be booked and consumed as part of a Travel Package.

### 03. RESERVATIONS

- Reservation requests should be made in the form of:
  - 1) a reservation order. OR
  - 2) a fax detailing the full booking information. Fax no.: +62 361 209 1889 TBA OR
  - 3) an email detailing the full booking information.  
Email address: [reservations.ubud@capellahotels.com](mailto:reservations.ubud@capellahotels.com)
- A confirmation number must be received from the Tented camp acknowledging receipt and confirmation of reservation. Phone no.: +62 361 209 1888.
- In case no prior reservations are made, best public rates will apply.
- Telephone availability checks are not considered as a commitment for the reservation.
- The Tented camp is not required to provide verbal confirmation of availability.
- All Early Bird bookings should be clearly stated on the reservation requests.

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**04. ARRIVAL / DEPARTURE TIMES**

- Check-in at 15:00hrs on the arrival date.
- Early check-in as early as 07:00hrs is without charge; however, it is to be confirmed by the Tented camp based on availability.
- Arrival flight details should be provided to the Tented camp in advance. Breakfast is not included in early check-in.
- Check-out at 12:00hrs on the departure date.
- Late check-out as late as 23:00hrs is without charge; however, it is to be confirmed by the Tented camp based on availability.
- Departure flight details should be provided to the Tented camp in advance.

**05. BEDDING AND CHILDREN POLICIES**

- The River tents and Keliki Valley tents are not suitable for families with infants and children below the age of 10.
- All tents can comfortably accommodate 2 adults and 1 child up to the age of 12 plus 1 infant, using the tent’s existing bedding configuration (1 king bed).
- The child and 1 infant can stay free of charge with the parents using the tent’s existing bedding configuration according to maximum bedding capacity stated below, breakfast included.
- One extra bed can be placed in the tent for a child at USD 100net inclusive of breakfast.
- A third adult requiring an extra bed will be charged USD 175net inclusive of breakfast.
- A cot for infants is provided with our compliments.
- A child is defined as a person between the ages of 4-12 years’ old, whereas an infant is defined as a person below the age of 4 years’ old.

Please refer to the below bedding capacity:

<b>Tent Category</b>	<b>Bedding Capacity</b>
Terrace tent	2A/1C/1I or 3A
Rainforest tent	2A/1C/1I or 3A
River tent	2A or 3A
Keliki Valley tent	2A or 3A
The Lodge	2A/3C/1I or 5A
Codes	A: Adult / C: Child / I: Infant

**06. MATERIALIZATION**

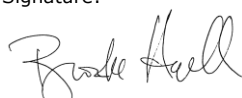
- In periods of high demand, we may occasionally impose stay restrictions, of which we will advise you accordingly. This would not impact any reservations made prior to you receiving our notification of a possible stay restriction.
- Materialization clause: The Tented camp requires that the Company must produce no less than 50 room nights per annum per contracting duration.

**07. BROCHURE INCLUSION**

- When the Tented camp is included in an overseas Tour Operator/Travel Agent's brochure, the content and images must be signed off by the Tented camp prior to printing. Otherwise, incorrect information will be the responsibility of the Company and the Tented camp will not accept any liability thereof.

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## 08. CANCELLATION / AMENDMENT / NO-SHOW POLICIES

Cancellation/ Amendment/ No- show	Low Season	Shoulder Season	High/Peak Season
No charge for cancellations/amendments.	When written notification is received by the Tented camp a minimum of 15 days prior to the arrival date.	When written notification is received by the Tented camp, a minimum of 21 days prior to the arrival date.	When written notification is received by the Tented camp, a minimum of 46 days prior to the arrival date.
Cancellation fee equivalent to 1 night's room charge.	When written notification is received by the Tented camp, between 14 days and 8 days prior to the arrival date.	When written notification is received by the Tented camp, between 20 days and 15 days prior to the arrival date.	When written notification is received by the Tented camp, between 45 days and 31 days prior to the arrival date.
Cancellation fee equivalent to 100% of the total booking.	When written notification is received by the Tented camp, within 7 days prior to the arrival date or on the arrival date.	When written notification is received by the Tented camp, within 14 days prior to the arrival date or on the arrival date.	When written notification is received by the Tented camp, within 30 days prior to the arrival date or on the arrival date.
No-show	Any no-show on a pre-booked reservation will be subject to a no-show penalty equalling a full stay. Subsequent nights will be released for resale.		
Early departure	Any unconsumed reserved room nights are chargeable in full unless otherwise agreed upon by the Tented camp.		
Full name list	To be provided at moment of booking.		
Flight details, visa and passport data	Should be provided to the Tented camp at least 02 days prior to arrival for best arrangements to be made for our mutual guests.		

## 09. PAYMENT

Pre-payment upon confirmation unless an approved credit line (by the camp) is in place.

## 10. BANK DETAILS

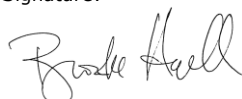
Bank Name	Bank Mandiri
Swift Code	BMRIIDJA
Account number IDR	1450072887280
Account number USD	1450011793540
Bank Address	Jln. Raya Andong, Desa Peliatan, Kec. Ubud, Kab. Gianyar - Bali
Account Name	PT Awahita Indonesia Putra

## 11. AMENDMENTS

Amendments to this contract shall only be valid if made in writing and signed by the Tented camp. The waiver of any terms and conditions for one particular occasion shall not be deemed a waiver of such terms and conditions on any future occasions.

On behalf of Capella Ubud, Bali:

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## 12. CONFIDENTIALITY

The Company confirms and agrees that this Agreement is confidential. The Company shall not under any circumstances divulge or permit to be divulged the contents of this agreement. Contracts may not be transferred from one company to another without specific authorization of the Tented camp.

## 13. RIGHT TO TERMINATE

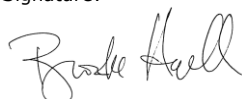
If either the Company or the Tented camp fails or neglects to perform or observe the covenants it is required to perform or observe under this Agreement ("the defaulting party") and such failure continues for a period of 07 days after service of a notice from the other of them ("the non-defaulting party") calling upon the defaulting party to remedy the failure, then the non-defaulting party can terminate this Agreement without prejudice to any rights of the parties arising prior to such termination and any rights of action or remedies of the non-defaulting party in respect of the breach, non-performance or non-observance of a covenant or term of this Agreement.

## 14. ACT OF GOD

In the event of an Act of God or of unpredictable events against which it is powerless, or which are beyond reasonable control, the party concerned (the Tented camp or the Company) shall be released from its obligations without compensation.

On behalf of Capella Ubud, Bali:

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Date: 13/06/2023