



BAWAH RESERVE TOUR OPERATOR CONTRACT

Company : NUBA Expediciones
Name : Silvia García - López
Designation : Product Manager
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16 June 2026

Dear Silvia,

We are pleased to extend to you our Tour Operator contract rates for 2026 to 2027.

Bawah Reserve offers 33 sustainably refined guest suites and villas with 39 bedrooms. Elang Private Island offers 6 lodges with 7 bedrooms total and is only available for exclusive use.

Room Type	Units	Size (m ²)	Features
Tented Garden Suite	1	70	Outdoor veranda, tropical garden setting
Tented Oceanfront Suite	4	70	Outdoor veranda, direct lagoon access
Tented Beach Suite	11	70	Outdoor veranda, direct beach access
Overwater Suite	11	105	Balcony, sun deck, direct lagoon access
2-Bedroom Treehouse Lodge	1	140	Elevated jungle retreat, living room, playroom attic, outdoor veranda
2-Bedroom Garden Pool Villa	1	210	Tropical garden setting, private pool, outdoor living and dining area
2-Bedroom Infinity Pool Villa	2	203	Private infinity pool, outdoor living and dining area with lagoon views, direct lagoon access
2-Bedroom Deluxe Pool Villa	2	200	Private pool and sun deck, outdoor living and dining area with bar, direct lagoon access
3-Bedroom Deluxe Pool Villa (Combination of a 2-Bedroom Deluxe Pool Villa & an adjoining Oceanfront Suite)	1	310	Combination of a 2-Bedroom Deluxe Pool Villa & an adjoining Oceanfront Suite, private pool, outdoor living and dining area
4-Bedroom Infinity Pool Villa (Combination of two, 2-Bedroom pool Villas)	1	750	Combination of a 2-Bedroom Deluxe Pool Villa & an adjoining 2-Bedroom Infinity Pool Villa, two private pools, two outdoor living and dining areas

Kindly refer to Bawah Reserve resort fact sheet, brochure and guestroom configuration for more information, floor plans and inclusions.



Validity 01 Jul 2026 - 30 Jun 2027
Currency US Dollars
Rate Basis Tour operator rates are calculated at a 20% discount off published rates for accommodation only

Rates based on double occupancy per room per night in USD	Bed Configuration	Off-peak Published rate	Off-peak NETT rate	Shoulder season Published rate	Shoulder season NETT rate	Peak Season Published rate	Peak Season NETT rate
Tented Garden Suite	King	\$1,980	\$1,584	\$ 2,100	\$1,680	\$2,280	\$1,824
Tented Oceanfront Suite	King or Twin	\$2,300	\$1,840	\$ 2,400	\$1,920	\$2,680	\$2,144
Tented Beach Suite	King or Twin	\$2,480	\$1,984	\$ 2,550	\$2,040	\$2,800	\$2,240
Overwater Bungalow	King or Twin	\$2,800	\$2,240	\$ 2,950	\$2,360	\$3,300	\$2,640
2-Bedroom Treehouse Lodge (4 people)	King and Twin	\$3,950	\$3,160	\$ 4,350	\$3,480	\$4,750	\$3,800
2-Bedroom Garden Pool Villa (4 people)	King and Twin	\$4,350	\$3,480	\$ 4,850	\$3,880	\$5,500	\$4,400
2-Bedroom Infinity Pool Villa (4 people)	King and Twin	\$5,300	\$4,240	\$ 5,700	\$4,560	\$6,100	\$4,880
2-Bedroom Deluxe Pool Villa (4 people)	King and Twin	\$5,500	\$4,400	\$ 5,900	\$4,720	\$6,600	\$5,280
3-Bedroom Deluxe Pool Villa (6 people) <i>Combination of a 2-Bedroom Deluxe Pool Villa & an adjoining oceanfront suite</i>	King and Twin	\$7,350	\$5,880	\$ 8,000	\$6,400	\$8,500	\$6,800
4-Bedroom Infinity Pool Villa (8 People) <i>Combination of a Two-Bedroom Deluxe Pool Villa and an adjoining 2-Bedroom Infinity Pool Villa</i>	King and Twin	\$10,050	\$8,040	\$ 11,300	\$9,040	\$12,300	\$9,840
ELANG PRIVATE ISLAND							
Exclusive buy-out starting from: Published rate \$18,000 for 10 guests - NETT rate at \$14,400 Published rate \$25,000 for 14 guests - NETT rate at \$20,000 Extra bed charge of \$600 per person per night							

**Off-peak season dates**

1 - 14 Jul 2026 | 1 Sep - 20 Dec 2026 | 6 Jan - 3 Feb 2027 | 13 Feb - 19 Mar 2027 | 4 Apr - 30 Apr 2027 | 1 Sep - 25 Dec 2027

Shoulder season dates

15 - 31 Jul 2026 | 4 - 12 Feb 2027 | 1 - 31 Jul 2027

Peak Season dates

1 - 31 Aug 2026 | 21 Dec 2026 - 5 Jan 2027
20 Mar - 3 Apr 2027 | 1 - 31 Aug 2027 | 26 Dec 2027 - 5 Jan 2028

**Promotions are not applicable on Peak Season dates*

Minimum Length of Stay - A minimum stay of 3 nights applies throughout all seasons, except for the following dates below:

- **27 Dec 2026 – 05 Jan 2027:** 5-night stay
- **04 – 12 Feb 2027:** 4-night stay
- **20 Mar – 03 Apr 2027:** 4-night stay
- **01 – 31 Aug 2027:** 5-night stay
- **28 Dec 2027 – 05 Jan 2028:** 5-night stay

Stay 7 Pay 6 Promotion

2026: 1 May - 31 Jul 2026 | 1 Sep - 30 Nov 2026

2027: 13 Feb - 19 Mar 2027 | 1 May - 15 Jul 2027 | 1 Sep - 30 Nov 2027

Rates are quoted in USD and subject to change at the resort's discretion.

RATES INCLUSIONS FOR ALL ROOM TYPES

Below are the inclusions and benefits for all room categories:

Rates Include:

- Accommodation
- All meals in restaurants at meal times (breakfast, lunch and dinner)
- Breakfast on departure day
- Non-alcoholic beverages including fresh juices, coffees and soft drinks
- Laundry service up to 5 pieces per person per day (note there is no dry cleaning on island)
- In room and island wide WIFI
- Activities – more than 50 included activities; stand up paddle board, kayaking, sailing, snorkelling, hiking, open air cinema, permaculture tour, star gazing, art classes, architecture tour, sunset boat tour. Please refer to our [activities brochure](#) for a complete list of all activities.
- Daily group classes of Yoga, Pilates, meditation or movement at Aura Wellbeing
- Access to Aura Spa facilities including sauna, steam room and polar plunge pool during designated hours
- Selected wellbeing treatments at Aura Spa (one treatment per person per night e.g., a five-night stay, guest is entitled to five spa treatments)
- Service charge and existing government taxes



Rates do not include:

- Alcoholic beverages
- Round trip transfers from Singapore or Batam
- Private experiences or classes – dining, wellbeing, spa or activities
- Scuba Diving
- Wellbeing journeys
- Honeymoon packages
- Anniversary packages
- Wedding activities

CONTRACT TERMS AND CONDITIONS

The Resort issues contract rates based on a committed volume from the Trade Partner. A minimum of 30 room nights or USD 75,000 in accommodation revenue is expected within the contract term. Performance will be reviewed mid-year and at the end of the term. The Resort reserves the right to renew, terminate, or transition the agreement to an ad-hoc basis if targets are not met. Both parties will collaborate on strategies to drive performance where required.

01. RATES & TAXES

- All contract rates are quoted **NETT** and **non-commissionable**.
- All government taxes and a service charge are included.
- Accommodation and transportation rates are subject to adjustment with a minimum of two months' notice due to changes in government charges, taxes, levies, inflation, fuel and transportation costs, currency fluctuations, supply chain impacts, geopolitical developments, war, armed conflict, force majeure events, or other factors beyond the resort's reasonable control that materially affect operating costs. Rates may also be adjusted at the resort's discretion.
- Rates are valid for individual leisure guests only.
- Rates are not valid until a signed copy of this contract is returned to the sales office.

02. RESERVATIONS

Availability at Bawah Reserve is available through all major GDS platforms. Reservations may be made via the GDS, with confirmation of seaplane transfers provided within 24 hours of receipt of the booking request.

GSD/IDS	CHAIN CODE	PROPERTY CODE
Amadeus (1A)	GD	LMUBRR
Sabre (AA)	GD	395816
Galileo/Apollo (UA)	GD	G9699
Worldspan (1P)	GD	SINBR

Reservations may also be submitted directly to our Reservations Team via email at reservations@bawahreserve.com. To ensure the best possible service, we recommend submitting requests at least five (5) days prior to arrival. All reservations are subject to availability.



For enquiries, our team may also be contacted via:

- WhatsApp (text only): +62 813 1297 2018
- Telephone: +62 21 50889 668

Please note that all reservations remain subject to written confirmation from Bawah Reserve and shall not be considered confirmed until such confirmation has been issued.

As access to Bawah Reserve is dependent on scheduled seaplane operations, room availability is also subject to seaplane seat availability. Guests are strongly advised not to book onward or connecting flights until they have received their official reservation confirmation, including confirmed seaplane flight details, from Bawah Reserve.

03. CONDITIONS OF AGREEMENT

- Rates contained in this agreement are private and confidential and are provided for the exclusive use of the designated business partner only.
- Rates may not be published, displayed, or otherwise promoted to the public or any third parties without prior written consent from Bawah Reserve. Where rates are promoted to end consumers, a minimum mark-up of twenty-five percent (25%) must be applied to unpackaged net rates. Where applicable, such rates must be sold only as part of a package including international airfare and/or other travel arrangements, in order to ensure that net rates are not disclosed or made visible to the public.
- Nett rates may not be distributed, resold, or otherwise made available to any third party that uses the internet or any digital platform as a medium for sales, marketing, or distribution, without the prior written consent of Bawah Reserve.
- Any breach of these conditions shall entitle Bawah Reserve to suspend, withdraw, or terminate the agreed rates and/or this agreement with immediate effect.
- Rates are valid only for reservations made directly with Bawah Reserve through the designated business partner channel.
- All rates, terms, and associated information are strictly confidential and may not be disclosed to any third party for any purpose whatsoever.

04. TRANSPORT CHARGE

- **USD\$850** per person return from Batam to Bawah Reserve via amphibious plane:
 - Includes return car transfers from within Batam to one location each way (additional stops chargeable)
 - Return amphibious plane journey between Batam and Bawah Reserve
- **USD\$1,000** per person return from Batam to Bawah Reserve to Singapore or vice-versa, via amphibious plane
 - Includes arrival car transfer in Batam
 - One way public ferry to Singapore
 - Departure transfer to preferred single destination in Singapore (additional stops chargeable)
 - Return amphibious plane journey between Batam and Bawah Reserve



- **USD\$1,050 per person return from Singapore to Bawah Reserve**
 - Includes return car transfers in Singapore to one location each way
 - One way escort service by Bawah representative from Singapore to Batam
 - Return public ferry
 - Assistance through passport and baggage clearance in Batam
 - Car transfers in Batam
 - Return amphibious plane journey between Batam and Bawah Reserve

- **TRANSPORTATION TERMS & LUGGAGE POLICY**
 - **All transportation rates are exclusive of any applicable fuel surcharge, which may be applied where necessary.**
 - All transportation rates are the same for all passengers, regardless of age.
 - Transfers are available between Batam and Singapore (and vice versa), and rates will be applied on a pro-rated basis depending on routing and usage.
 - The Resort reserves the right to amend transportation charges at its discretion.

- **LUGGAGE ALLOWANCE**
 - Each guest is permitted a maximum luggage allowance of 15kg per person, inclusive of hand luggage.
 - Excess luggage may be stored free of charge at the Resort's secure office in Batam.
 - Additional luggage allowance of up to 30kg per person may be pre-purchased at a rate of USD 12 per kilogram. Pre-booking is required to guarantee availability.
 - Any excess luggage not pre-booked and arranged in advance will be charged at USD 22 per kilogram on the day of arrival or departure.
 - **Please ensure that clients adhere to their assigned pick-up time to avoid missing the ferry to Batam and their connecting seaplane flight. Delays may result in an extended wait for the next available flight or, in some cases, departure on a subsequent day. Kindly note that Bawah Reserve will not be liable for any refunds or costs incurred due to such delays.**

Our amphibious plane provider, Airfast Indonesia, reserves the right to amend the times of the seaplane flight due to weather, maintenance issues, force majeure or for any safety concern. Every effort is made to remain on the prescribed schedule; however, Bawah Reserve will not be held responsible for any expense due to act of God or force majeure.

- **TRANSFERS, SCHEDULING & LIABILITY**
 - Guests are required to adhere strictly to their assigned pick-up times in order to avoid missing scheduled ferry and connecting seaplane transfers to Batam. Failure to comply with scheduled pick-up times may result in extended waiting periods for the next available departure or, in some cases, travel being postponed to the following day.
 - Bawah Reserve shall not be held liable for any refunds, additional costs, or consequential expenses arising from missed transfers or delays caused by late arrival for scheduled pick-up services.



- **SEAPLANE OPERATIONS**

- Seaplane services operated by Airfast Indonesia are subject to change at any time due to weather conditions, operational requirements, maintenance, safety considerations, or other force majeure events.
- While every effort is made to adhere to published schedules, flight times and/or services may be amended or cancelled without prior notice where required for safety or operational reasons.
- Bawah Reserve shall not be liable for any costs, expenses, or losses incurred as a result of delays, cancellations, or schedule changes arising from acts of God, force majeure events, or operational disruptions beyond its reasonable control.

05. FESTIVITIES SUPPLEMENT

- A mandatory supplement of **USD\$350 per adult and USD\$150 per child (5-12 years old)** per person shall apply for the compulsory New Year's Eve Gala night on 31 December 2026.
- A mandatory supplement of **USD\$88 per adult and USD\$58 per child (5-12 years old)** per night shall apply for compulsory Chinese New Year's eve festivities on 5 February 2027.

06. ARRIVAL / DEPARTURE TIME

- Dependent on ferry timing and flight arrival and departure times

07. OCCUPANCY

- Two (2) persons per room with existing bedding, additional charge of USD\$600 per night per adult for additional bed
- Only one additional bed allowed per room (Includes all benefits as other guests in the room)

08. CHILDREN POLICIES

- We welcome children five (5) years of age and above.
- Children aged 5 – 7 years old: USD\$150 / per child / per day / sharing existing bedding with parents/ no spa inclusion
- Children from 5 – 12 years old: USD\$450 / per child / per day with no spa inclusion.
- Children above 12 years old will be considered at the adult rate.

The most suitable rooms for families are:

- 2-Bedroom Treehouse Lodge – a traditional wooden house set on higher ground into the jungle, offering two bedrooms (1 king & 2 twin beds), a kids' attic lounge, kitchenette, and a spacious outdoor veranda with distant sea views.
- 2-Bedroom Garden Pool Villa – A tropical hideaway with a private pool, expansive deck, and outdoor living and dining area. The bedrooms (1 king & 2 twin beds) are separated by the pool and deck, ensuring space and privacy.
- 2 or 3 Bedroom Deluxe Pool Villa - Ideal for families, featuring a private pool, spacious deck, and outdoor dining and living pavilion. The two bedrooms (1 king & 2 twin beds) are separated by a small hallway for added privacy, rooms are not adjoining.



09. BEDDING

Bedding requirements and room type to be discussed with reservations for each enquiry:

- One extra bed can be added to Tented Garden, Oceanfront, and Beach Suites, but space will be cramped and is not recommended.
Overwater Suites can accommodate an extra bed, but due to surrounding water, they are only recommended for guests over eight years old who can swim.
- Guests are not permitted to move furniture or cushions to create additional bedding

Please refer to the below bedding capacity

Room Category	Bedding Capacity
Tented Garden or Tented Beach Suite or Tented Oceanfront Suite	2A1C / 3A (3A is NOT recommended)
Overwater Suite	2A1C / 3A
2-Bedroom Treehouse Lodge	4A1C / 5A
2-Bedroom Garden Villa	4A1C / 5A
2-Bedroom Infinity Pool Villa	4A1C / 5A
2-Bedroom Deluxe Pool Villa	4A1C / 5A
3-Bedroom Deluxe Pool Villa	6A1C / 7A
4-Bedroom Villa	8A 1C / 9A
Codes	A: Adult / C: Child

10. GUEST EXTENSION AND COMMISSION

- Guests are expected to arrange extensions through their appointed travel partner. Where a guest requests an extension directly, Bawah Reserve will make reasonable efforts to notify the agent prior to confirmation. If no response is received within a reasonable timeframe before the extended stay check-in date, Bawah Reserve reserves the right to proceed to avoid disruption to the guest experience.
- In such cases, a commission of 10% on published room rates applicable to the extension nights shall be paid. Where the agent confirms the extension within the timeframe, the contracted rate will apply.

11. ON-ISLAND UPGRADES

- A commission of 10% on published room rates will be paid out to the agent based on the incremental difference between the original room category and upgraded room category.

12. ROOM ALLOTMENT

- The Resort will not offer room allotments. All bookings will be made on a "REQUEST" basis.

13. BROCHURE INCLUSION

- When Bawah Reserve is included in an overseas Tour Operator/Travel Agent's brochure, a copy must be signed off by the Resort prior to printing. Incorrect information will be the responsibility of the Tour Operator/ Travel Agent and not of Bawah Reserve.



14. CANCELLATIONS AND NO SHOWS

The cancellation policies are as below:

- Cancellations made more than 60 days prior to arrival will incur no cancellation fee. Any deposit paid will be refunded in full, without interest.
- Cancellations made between 60 and 31 days prior to arrival will be charged 25% of the total stay.
- Cancellations made between 30 and 15 days prior to arrival will be charged 50% of the total stay.
- Cancellations made within 14 days of arrival will be charged 100% of the total stay, and any deposit and/or other payments made will be forfeited.
- For the Festive Peak Season (20 December – 5 January inclusive), cancellations made within 30 days of arrival will be charged 100% of the total stay.
- All cancellations must be confirmed in writing by Bawah Reserve. Cancellation terms will only apply once written confirmation has been issued.
- No refunds will be issued for no-shows, late arrivals, or early departures, and any unused portion of the stay will be fully non-refundable.

15. DEPOSIT & PAYMENT POLICY

- 25% deposit required at time of booking.
- Balance due 60 days prior to arrival.
- Bookings made within 60 days of arrival, 100% payment required at time of booking.
- If monies not received by the “60-day limit”, the booking will be cancelled, and any deposit forfeited.

16. DETAILS FOR PAYMENT

- The Resort uses Flywire to process all payments. A secure payment link will be provided, offering various payment methods and currency options..
- Payment must be made to the designated account as stated on the invoice issued at the time of confirmation. All payments must be completed via the Flywire payment link, including bank transfers.
- Bank transfer fees, intermediary charges, and any associated bank costs shall be borne by the agent and will not be deducted from the net amount payable to the Resort.

17. TRAVEL TO BAWAH RESERVE

- **Guests Originating in Singapore**
 - Guests will be collected at the scheduled time from Singapore Changi Airport, their hotel, or private residence by a designated outsourced private car service and transferred to either HarbourFront or Tanah Merah Ferry Terminal (approx. 30-minute drive, traffic dependent).
 - Guests will take a public ferry operated by Majestic Fast Ferry Pte Ltd. (a Singapore-registered company) from Tanah Merah Ferry Terminal to Batam (approx. 30 minutes). A Bawah Reserve representative will be present to assist guests throughout the journey. In the event of operational disruptions, Bawah Reserve reserves the right to arrange alternative routing or transport as required.
 - Upon arrival at Batam Centre Ferry Terminal, guests will be assisted with immigration clearance and baggage handling.
 - Indonesia EVOA filing can be completed on behalf of the guest for an additional fee. Guests will then be transferred by private outsourced vehicle (approx. 20 minutes) to



Batam International Airport for check-in, security clearance, and onward departure.

- Guests will board a Twin Otter seaplane for an approximately 75-minute flight to Bawah Reserve.
 - **Return Journey**
 - Upon departure from Bawah Reserve, guests will be transferred from Batam Airport to the ferry terminal, where a Bawah Reserve representative will assist with check-in and transfer to immigration.
 - The return ferry from Batam to Tanah Merah or HarbourFront Ferry Terminals (approx. 50 minutes) is unescorted; however, escort services may be arranged **in advance** for an additional fee of USD 150.
 - Upon arrival in Singapore, guests will be transferred by private outsourced vehicle to Singapore Changi Airport, their hotel, or private residence. Additional drop-offs may be arranged at an additional cost ranging from USD 20–85 per stop, depending on location. All additional stops must be pre-arranged and confirmed in advance.
 - **Seaplane Operations & Travel Advisory**
 - Seaplane operations are conducted only during daylight hours, defined as 30 minutes after sunrise and 30 minutes before sunset.
 - Flights are subject to weather conditions, operational requirements, and safety considerations, and may be delayed or rescheduled accordingly. Guests are strongly advised to purchase comprehensive travel insurance to cover potential delays or disruptions.
- *As we rely on an outsourced ferry service, where timing is changed without notice, please refrain from making onward flight bookings until timings are confirmed with our reservations team.**
- **Guest originating in Indonesia**
 - Guests can begin their journey to Bawah from another location in Indonesia joining or departing to/from Batam airport (BTH)
To connect with the seaplane service, guests must arrive at Batam Airport by 8:30 AM (Batam time) or as confirmed at the time of booking.
 - Guests leaving from Batam can connect to a flight from 14:30 (Batam time) to Jakarta, or other domestic destinations
 - Bawah Reserve is not responsible for delayed inbound flights and missed connections
 - **Luggage allowance**
 - **Seaplane Limit:** Strictly 15 kg per passenger (including hand luggage)
 - **Group Allowance:** Each bag must not exceed 20 kg for handling purposes, even when it is grouped
 - **Hotel Storage:** Ideally, guests staying in Singapore or Indonesia before/after Bawah Reserve should leave excess luggage at their hotel
 - **Excess Luggage:** Can be stored free of charge at our Batam office (advance arrangement required)
 - **Ferry Limit:** Majestic Ferries allows 20 kg free per passenger; excess baggage fees apply (paid directly at check-in). Maximum checked bag weight is 30 kg



- **Bags Over 30 kg:** Cannot be stored in Batam and should be kept at the guest's hotel in Singapore
- **Visas and Travel Insurance**
 - Passports must be valid for at least six (6) months beyond the date of departure from Indonesia and contain a minimum of four (4) blank pages.
 - Most foreign nationals are required to obtain a Visa on Arrival (VOA) for Indonesia at a government fee of IDR 500,000, payable by the guest. Bawah Reserve may facilitate this process on behalf of guests for a fee of IDR 700,000 which will be charged to the guest's account.
 - Guests are solely responsible for ensuring that they comply with all applicable visa and entry requirements for Indonesia, Singapore, and any transit countries.
 - Bawah Reserve shall not be held liable for missed connections, delays, or disruptions arising from circumstances beyond its control, including but not limited to weather conditions, force majeure events, air traffic control decisions, airline or carrier operations, or passenger handling procedures.
 - Guests are strongly advised to obtain comprehensive travel insurance covering, at a minimum, trip interruption, missed connections, and additional accommodation or transportation costs. Bawah Reserve shall not be responsible for any expenses incurred as a result of such disruptions.

18. ADVANCED PASSENGER INFORMATION

In order to process the required immigration procedures for Indonesia & Singapore we require the following information at time of booking sent to reservations@bawahreserve.com:

- Full name of each passenger
- Copy of their passports
- Body weight (for the seaplane transfer)
- **These details need to be communicated at time of booking**

To provide a personalised guest experience, allow for pre-check in requirements and to make pick up arrangements for Bawah Reserve, we will follow up 60 days prior to arrival requesting the following information:

- Details of the international flights in and out of Singapore
(this can also be submitted earlier if available at time of booking)
- Details of their hotel pre & post in Batam or Singapore to enable collection / drop off
(this can also be submitted earlier if available at time of booking)
- A contact number and/or email in order to reach guest, in case of any disruption to travel
- Shoe size (for snorkelling equipment)
- Any dietary requirements (need clarity on allergy or preference)
- The resort will ensure the privacy of this information and will only use for official purposes



19. BROCHURE MARKETING FEATURES

- Bawah Reserve will be featured as a sustainable resort
- BELOW THE WIND PTE. LTD. will not contribute to brochure costs. Any brochure feature will be at sole cost and expense of the Travel Organisation
- All advertising and promotional material pertaining to Bawah Reserve, must be approved in writing by the Director of Sales & Marketing of BELOW THE WIND PTE. LTD., prior to any form of print or production
- BELOW THE WIND PTE. LTD. reserves the right to cancel this agreement should the above indicated Travel Organisation misrepresent in any advertising brochure promotion or press release information pertaining to Bawah Reserve, which may damage the image of Bawah Reserve
- Bawah Reserve will provide a curated selection of approved digital images and copy to ensure accurate representation of the island.
- Please note that all photography and images of Bawah Reserve are protected by copyright. All images used for any purpose must always be credited with the name of Bawah Reserve and destination. Failure to do this will result in legal charge being made to protect against copyright infringements

20. RENOVATION / UPGRADING

- **Resort Maintenance:** Repairs, renovations, and maintenance work to maintain optimal conditions. Guests will be notified in advance of any major work that could affect their stay.
- **Annual Closure:** The Resort will be closed for annual maintenance from 14 November 2026 to 18 December 2026 (inclusive). No bookings or guest stays will be accepted during this period.

The Resort is currently scheduled to close for annual maintenance from 01 December 2027 to 18 December 2027 (inclusive). These dates are provisional and may be amended at the Resort's discretion. Any changes will be communicated in writing with reasonable notice.

21. DISPUTES, ACTIONS OR OTHER MATTERS ARISING

- It is expressly agreed and declared that the proper law of this agreement is the law of the Republic of Singapore and that any disputes, actions or other matters arising hereunder shall be determined in a court of law in the Republic of Singapore and under any all circumstance.

22. CONFIDENTIALITY

- The Tour Operator/ Travel Agent confirms and agrees that this Agreement is confidential and agrees not to divulge or disclose the contents of this agreement.
- This contract may not be transferred to another company without the Resort's explicit authorization.

23. RIGHT TO TERMINATE

- If either the Tour Operator or the Resort (the defaulting party) fails to meet its obligations under this Agreement and does not remedy the breach within seven (7) days of written notice from the non-defaulting party, the non-defaulting party may terminate the Agreement. Termination shall not affect any rights, claims, or remedies accrued prior to termination.



24. 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 Resort or the Tour Operator/Travel Agent) shall be released from its obligations without compensation.

25. VALIDITY AND ACKNOWLEDGEMENT OF THIS OFFER

- To validate this Agreement, it must be signed and returned. Until a signed copy is received, it will be deemed null and void, and reservations will be charged at published rates. By signing, both parties acknowledge and accept the terms outlined herein.

On behalf of Bawah Reserve:
Name: Kristen Graff

Accepted by Company Name: NUBA Expediciones
Name: Silvia García - López

Title: Global Head of Branding, Marketing & Sales

Title: Product Manager /Product Director

Date: 16 June 2026

Date: 17 June 2026
