



## GLAMP NUSA TERMS & CONDITIONS

Each time a client confirms a booking at Glamp Nusa (<https://glampnusa.com/>), whether through an agent or directly with Glamp Nusa ("GN"), a rental contract is created between GN and the client or with the agent for the agreed period (the "Rental Period").

Each time an agent or a client books GN, the client (and the agent, if applicable) is deemed to have agreed to these terms and conditions. The Rental Contract is not binding on either party until GN has confirmed the client's booking in writing, and a deposit has been received.

### 1. Payment Structure for Exclusive Whole Resort Bookings

- 1.1 When the client makes an exclusive whole resort booking of GN, which includes all 40 tents, the client or his / her agent must make the applicable deposit payment to GN to confirm the booking.
- 1.2 If the deposit is not received within 7 days of confirmation of the booking, GN reserves the right to cancel the client's provisional booking without further notice.
- 1.3 The following payments must be received by GN for it to confirm and maintain an exclusive resort booking:
  - A deposit of 25% of the full accommodation amount is payable to confirm a booking made more than 9 months before check in.
  - A deposit of 50% of the full accommodation amount is payable to confirm a booking made between 9 and 2 months before check in.
  - On bookings made more than 9 months before check in, on which a 25% deposit has been paid to secure the booking, a second payment of 25% falls due for payment 9 months before check in, increasing the aggregate deposit to 50%.
  - Full payment is normally required by 2 months before check in if the client is making the full payment without assistance from his/her guests. Full payment is required to make a booking less than 2 months before check in.
- 1.4 Please note that a client who makes an exclusive resort booking accepts full responsibility for the timely settlement of payments as they fall due in accordance with the agreement.
- 1.5 Notwithstanding the foregoing, GN is willing to assist the client to collect money from guests attending their event, and any money collected from guests correspondingly reduces the amount owed by the client to GN.



## **2. Payment Structure for Individual Accommodation Bookings**

2.1 When a client or an agent makes an individual tent booking at GN, full payment is required to confirm the booking, unless otherwise agreed with GN.

## **3. Payment Structure for the Venue Hire Fee and Banjar Fee**

3.1 A deposit of 25% of the venue hire fee and banjar fee, which together are priced at Rp 35,000,000, is payable to confirm a booking made more than 9 months before check in.

3.2 A deposit equivalent to 50% of the venue hire fee and banjar fee is payable to confirm a booking made between 9 and 2 months before check in.

3.3 On bookings made more than 9 months before check in, on which a 25% deposit has been paid for the venue hire fee and banjar fee, a second payment of 25% falls due 9 months before check in, to increase the total deposit to 50%.

3.4 Full payment of the venue hire fee and banjar fee is required by 2 months before check in.

## **4. Payment Structure for Food & Beverages**

4.1 If Glamp Nusa is booked on an exclusive buyout basis, it imposes a minimum spend obligation of Rp 100,000,000 net on Friday, Saturday and Sunday nights, and of Rp 80,000,000 net on Monday, Tuesday, Wednesday and Thursday nights.

4.2 For the purposes of calculating the minimum spend we include food and beverage catering, purchases of a la carte food and beverages at the by clients and their guests, and spa services.

4.3 If the buyout is for more than one night, the minimum spend is the aggregate of the minimum spends for the period of the stay ie. the client can spend more than the minimum on one night, and correspondingly less on another night, to achieve the aggregate minimum.

4.4 A deposit of 25% of the greater of the minimum spend for the period of the booking and the estimated food & beverage invoice is payable to confirm the booking, with the balance normally payable by 14 days before check in.

4.2 However, GN can normally accept the balance payment closer to check in if the client is still making changes to the menu and / or the number of guests.

## **5. Payment Structure for Other Vendor Items**

5.1 The payment structure for other vendor items is based on negotiation with the vendor on a case by case basis, and will be advised by GN's staff.



## **6. Advantages of an Exclusive Whole Resort Buyout**

- 6.1 A client who books the whole resort exclusively may use the entire resort for their event, including the restaurant, pool, rooftop bar and wedding lawn.
- 6.2 By contrast, a client who books some, but not all, of the resort, which is normally only possible in low season, or if the booking is made less than 4 months before check in, is normally not entitled to use the restaurant or the pool for their event.
- 6.3 GN will not admit outside guests to the resort on days for which a venue hire fee has been paid. However, on days when no venue hire fee has been paid (ie. when GN is not hosting an event), GN reserves the right to admit outside guests to the premises.

## **7. Issues to Consider When Making a Booking**

- 7.1 GN does not release nights for sale through online travel agents until 4 months before check in so that clients are able to buy out the entire resort more than 4 months before check in.
- 7.2 However, when a client buys a block of tents or the entire resort more than 4 months before check in, they enter into a contract with GN to buy that block of tents at an agreed price, regardless of the prevailing market prices of individual tents at a later date.
- 7.4 Clients buying blocks of tent more than 4 months ahead should understand that they are entering into an agreement with GN, and that GN and the client have agreed to sell and buy tents at an agreed price that gives both parties security as to volume and price, and that the agreement must be honored by both parties regardless of prevailing market prices of individual tents after the volume contract has been agreed by the parties.
- 7.5 A buyout of the resort includes all 40 tents. A client who requires less than 40 tents can avail of a discount of Rp 1,000,000 per unused tent per night, up to a maximum discount of Rp 10,000,000 for a buyout booking of 30 tents or less.

## **8. Curfew**

- 8.1 A client who books the whole resort exclusively for their event is subjected to an 11pm curfew for amplified music on the wedding lawn, however clients who did an exclusive buyout for the resort can normally continue in a restrained manner in the restaurant with the in-house music system. Please note that complaints from nearby residents may or may not materialize, and that we will advise clients what is possible close to check in.
- 8.2 A client who books some, but not all, tents (normally in low season) is subject to a 10 pm curfew to maintain the comfort and privacy of other guests staying at the resort.



## **9. Use of Outside Food & Beverage Caterers**

9.1 Outside food catering is normally not permitted, other than in special circumstances, and if it is permitted, it is subject to an outside catering charge of at least Rp 250,000 per person.

9.2 Please note that Saffron Bali Catering offers excellent catering services, and no service fee applies if SBC's catering service is used, and furthermore all furniture, utensils, cutlery and crockery are supplied by SBC as part of its catering service.

## **10. Alcohol**

10.1 GN offers an 8-hour free flow local spirit cocktail and beer package at Rp 750,000 net per person, and a premium cocktail, beer and wine package at Rp 1,100,000 net per person.

10.2 GN does not normally allow clients to serve their own wines and spirits at the resort, however if you have a particular reason for doing so, we will normally allow it at a corkage charge of Rp 500,000 per person.

## **11. Generator**

11.1 GN has a 200 KVA generator that guarantees a reliable backup supply of electrical power during events (albeit with about a 10 second "kick in" time after mains power is lost), and its use is included in the venue hire fee.

## **12. Furniture**

12.1 Tables and chairs are included if Saffron Bali Catering is catering the event.

## **13. No Additional Costs**

13.1 The cost of electricity, staff, water, cleaning and garden supplies are included in rental rates. There are no additional costs, surcharges, staff salaries, or other fees in addition to the price quoted.

13.2 Gratuities for household staff for good service are encouraged, but this is entirely at the client's discretion. GN pays the quoted service charge to its staff.

## **14. Check In / Check Out Times**

14.1 Check-out and check-in times are 12 noon and 2 pm respectively, unless otherwise agreed with GN.

14.2 However, GN will endeavor to accommodate your schedule, subject to availability. Please advise GN of any changes to your schedule so every effort can be made to accommodate your requirements.



## **15. Security Deposit**

15.1 For the convenience of our clients, we take a hold on a credit card or a cash deposit to cover expenses incurred during the client's stay.

15.3 The security deposit is refundable on check out if paid in cash on arrival, or within 3-5 days of check out if paid by bank transfer. Cash is preferred as it can be returned during check out, which avoids an unnecessary administrative burden for both parties.

15.4 Kindly note that any damage caused to GN will be borne fully by the client and / or their event organizer on a joint and several basis, and that liability for any damage caused is not limited to the amount of the deposit. It is in the interests of everyone that no damage be caused to GN's assets.

## **16. Damage or Losses**

16.1 Please treat GN with respect, and leave the property and all its fixtures and fittings in good order, and in an acceptably clean condition.

16.2 Any damage or losses caused during the client's stay, as well as any special cleaning requirements will be the client's responsibility, and they may be charged to the client's account, and deducted from the client's security deposit.

16.3 In cases of excessive or unacceptable loss or damage caused by the client during the stay, the general manager or person in charge may require the client and his / her party to vacate the Property immediately, without compensation or refund.

## **17. Use of Property**

17.1 All bookings are assumed to be for normal holiday purposes only, and the client agrees that the use of GN will be limited to this purpose unless otherwise confirmed in writing.

17.2 Depending on the nature of the event a client is hosting, a surcharge and/or additional security deposit may be required, which will be agreed and confirmed in writing prior to confirming the reservation.

17.3 If GN has confirmed a booking which includes an event, GN must obtain permits from the police and the local community, and a banjar fee must be paid, before the event can proceed. The client acknowledges that GN does not control the issue of these permits.

17.4 Notwithstanding the foregoing, if the police and/or the local community refuse to issue a permit for an event at GN, GN will refund all monies paid by the client, however GN will not be liable for any further refund or consequential losses that might have been suffered by the client.



## **18. Conduct and Due Care**

18.1 The client is asked to behave appropriately. Illegal or immoral activities including gambling, prostitution, prohibited drugs, possession or use of dangerous goods, and possession or use of firearms and other weapons are all strictly prohibited.

18.2 The client is responsible for the behavior of their guests staying at the property, as well as visitors to the property during the Rental Period. Should any client(s) or visitor(s) not behave in a suitable manner, GN may, in its absolute discretion, require the client, their party and/or visitor(s) to vacate the Property immediately, without compensation or refund.

## **19. Valuables and Security**

19.1 Any valuables or property left or used at GN are at the client's own risk. GN provides safes for valuables, however GN accepts no responsibility for loss of, or damage to, client's property. The client is responsible for the property during the Rental Period. Any act or omission by the client, their party and/or visitors which may negate or prejudice the property's insurance policy and/or results in loss or damage is the client's responsibility.

## **20. Price Fluctuation**

20.1 Once the client's booking is confirmed, the price of the client's reservation and the currency of booking is confirmed, even if GN changes its prices on its website, or the currency in which the booking was made fluctuates, after the client's booking has been confirmed.

20.2 GN reserves the right to impose any taxes or other charges which may be implemented by the Banjar, or by any government or other regulatory body, which were unknown at the time of publishing. GN will tell the client promptly in the unlikely event that it becomes aware that any taxes or charges will apply to the client's booking.

## **21. GN's Right to Cancel Individual Bookings More Than 4 Months in the Future**

21.1 GN does not accept individual tent bookings with check in more than 4 months ahead through its website or travel agents. If GN agrees to accept such a booking (clients sometimes want to book a few tents either side of a wedding), GN reserves the right to cancel and refund individual tent bookings with check in 4 months or more in the future if the need to do so arises. In the event that GN exercises this right to cancel a booking, it will provide a full refund to the clients whose booking has been cancelled, in addition to an offer of high quality, well priced accommodation close to GN.

## **22. Cancellation Policy**

22.1 It is strongly recommended that the client and his / her group purchase trip cancellation insurance, however if the client wishes to cancel a confirmed booking, the following provisions apply.



22.2 Cancellation of a booking includes but is not limited to:

- Cancellation of one or more days of a booking, or of one or more tented villas;
- An amendment of a booking so that none of the dates of the booking once amended fall within the same dates that originally constituted the booking;
- Failure of clients to provide the required documentation on arrival (eg. passports or suitable identification); and
- Attempt by the client, their party or visitors to hold an event at the Property in breach of these terms and conditions.

22.3 If the client cancels a booking, the following cancellation fees will apply:

- 50% of the accommodation and venue hire fee will be forfeited if the cancellation is made 60 or more days before the start of the rental period (banjar fees will be refunded in full).
- 100% of the accommodation and venue hire fee will be forfeited if the cancellation is made between 0 and 60 days before the start of the rental period (banjar fees will be refunded in full).

22.4 The applicable amount will be deducted from money paid to date, and GN will refund any remaining balance to the client or its agent.

22.5 The first exception to the foregoing rules is if Bali airport is closed. If the airport is closed, thereby preventing the client and his / her party from travelling to Bali, GN will refund all money received from the client in full.

### **23. Postponement & Refund Policy**

23.1 GN expects to open in March 2024, and it is selling individual rooms at a special discounted price of Rp 1,500,000 net per room per night in April, May and June 2024. If GN experiences a delay in opening so that clients who book in these 3 months are unable to make use of their bookings, such clients are entitled either to a full refund, or to postpone into later dates, subject to paying the applicable difference in price, if any.

23.2 GN is accepting wedding bookings from 1<sup>st</sup> July 2024. In the very unlikely event that GN is not open by your wedding date, it will offer a choice of a full refund, a postponement, or a change of venue to Bali Beach Glamping at no additional charge, and subject to availability.

23.3 GN's policy is to offer postponements to clients into later dates free of charge for the postponement itself, subject to the client paying the prevailing difference (if any), at the time of postponement, between the price of the dates they wish to sell back to GN, and the new dates they wish to buy from GN. If a client postpones to less expensive dates, a reduction in price is not offered, and the postponement is free of charge.



23.4 Furthermore, an interim payment is almost always required to confirm a postponement, because GN, which has done nothing to deserve not to be paid in accordance with the original contract, needs continuity of income in order to pay its staff, and to maintain the resort to a high standard.

#### **24. Event Usage of the Restaurant in the Case of Inclement Weather**

24.1 In the event of inclement weather, weddings and other events being held on the wedding lawn can, at management's discretion, be moved to the restaurant.

24.2 Clients who are thereby deprived of their right to use the restaurant will be offered modest compensation by GN, probably in the form of credit vouchers, and the wedding party will be asked to cover the cost of any such compensation.

#### **25. Amendments**

25.1 In the unlikely event that GN is unable for any reason (including force majeure) to honor its agreement with the client, GN reserves the right to transfer the client and their party to an alternative property of the similar type and value, in consultation with the client.

25.2 If the price of the substituted property is less than the original booking, the difference will be reimbursed to the client. If the price of the substituted property is higher than the original booking, the difference may be charged to the client.

27.5 If, however, after considerable effort by GN, no alternative of similar type and value is available and / or no agreement can be reached between the client and GN, then either GN or the client may choose to cancel the booking and the Rental Contract. In that event, GN will refund the client all monies paid, without further compensation.

#### **26. Complaints**

26.1 Every attempt will be made for the client to have an enjoyable stay. If the client has a problem during the Rental Period, they are asked to inform a GN manager, who will endeavor to rectify the situation.

26.2 In order for the client's complaint to be addressed, the client must communicate any problem to a GN manager whilst at GN. If no complaint is reported during the Rental Period, GN will assume that the Property was to the client's satisfaction, and no complaint will be entertained.



## **27. Disclaimers**

27.1 GN accepts no responsibility or liability for:

- any physical injury, sickness, death, loss, damage, inconvenience or additional expenses incurred by the client, their party or visitors regardless of the cause;
- any vehicle or the contents of any vehicle used, hired or engaged by the client or their party during the Rental Period; inability of the client or any member of the client's party to enter the location of the property or stay at the property for all or part of the Rental Period as a result of failure to obtain appropriate travel or visa documentation, cancellation or amendments to travel arrangements or the missing of flights or travel connections; and/or
- any delay or cancellation of the booking as a result of war, threat of war, riot or civil strife, strike, demonstration, terrorist activity (threatened or actual), natural disaster, fire, sickness, weather conditions, action at an airport or port by any government or public authority, technical problems relating to transport and airport regulations caused by technical, mechanical or electrical breakdowns, or any technical, structural, electrical, plumbing or other problems or difficulties with the property which make it unsafe or unusable, or any other circumstances which amount to 'force majeure' or Acts of God, or other events beyond the Owner's control.

27.2 In no case will GN be liable to make any payment or give any refund or compensation of any amount over and above the total rental amount paid.

## **28. Jurisdiction**

28.1 This agreement will be governed by the laws of Indonesia. In the event of controversy arising from the booking and property rental that cannot be resolved amicably between the parties, both parties agree to exclusively refer the matter to arbitration.

28.2 By making its booking request, the client agrees that these terms and conditions have been read, understood and have been accepted and agreed to by the client without reservation and without exception.

28.3 If any of the conditions of this Rental Contract are or become or are deemed to be invalid, or if there is any omission from any terms and conditions, the remaining terms and conditions will remain valid and enforceable and cannot be contested.