



## Leisure Rate Agreement Between

<b>NUBA EXPEDICIONES S.L. *</b> 96 Serrano Madrid 28006 Spain Tel: +34 917454745 Fax: +34 917454745	<b>COMO Cocoa Island, The Republic of Maldives</b> Makunufushi South Male Atoll Republic of Maldives
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This "Agreement" is entered into by and between COMO Cocoa Island, hereinafter referred to as "Hotel", and **NUBA EXPEDICIONES S.L. \* including International Travel Group S.A. de C.V., Lozano Travel de México S.A. de C.V., NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V., Nuba USA, Inc.**, hereinafter referred to as "Client", effective January 9th, 2024 and concludes January 8th, 2025.

**Wholesale Rates**

	<b>09 Jan 24 07 Apr 24</b>	<b>08 April 24 30 Sep 24</b>	<b>01 Oct 24 23 Dec 24</b>	<b>24 Dec 24 08 Jan 25</b>
<b>Accommodation</b>	<b>Net</b>	<b>Net</b>	<b>Net</b>	<b>Net</b>
Dhoni Water Villa	\$1,635	\$1,175	\$1,430	\$2,550
Dhoni Loft Water Villa	\$1,940	\$1,430	\$1,735	\$2,960
Loft Water Villa	\$2,145	\$1,530	\$2,040	\$3,165
One Bedroom Water Villa with Pool	\$2,755	\$2,040	\$2,550	\$3,830
Two-Bedroom COMO Sunrise Villa	\$7,145	\$6,125	\$6,125	\$11,230
Three-Bedroom COMO Sunset Villa	\$11,230	\$8,675	\$9,700	\$15,310

**Rates include 10 per cent service charge and prevailing government taxes but excludes green tax of US\$6 per person per night.**

- Above rates are inclusive of Bed and breakfast, based on two people in a one-bedroom accommodation, four people in a two-bedroom accommodation or six people in a three-bedroom accommodation.
- A fee of US\$160 will be applied to extra persons from 12 years and above when sharing a room. Rates include breakfast only, 10% service charge and prevailing government taxes, and are subject to an additional Green Tax.

**Rooms Information and Occupancy**

<b>Accommodation</b>	<b>Number of Units/ Size</b>	<b>Standard Occupancy</b>	<b>Maximum Occupancy</b>
Dhoni Water Villa	8 units/ 75 sq. m	Two Adults	Two Adults or Two Adults + One Infant
Dhoni Loft Water Villa	9 units/ 110 sq. m	Two Adults	Three Adults + One Child
Loft Water Villa	10 units / 123 sq. m	Two Adults	Three Adults + One Child
One Bedroom Water Villa with Pool	4 units/ 125 sq. m	Two Adults	Three Adults + One Child
Two-Bedroom COMO Sunrise Villa	1 unit / 300 sq. m	Four Adults	Five Adults or Four Adults + Two Children
Three-Bedroom COMO Sunset Villa	1 unit 590 sq. m	Six Adults	Eight Adults + One Child or Six Adults + Three Children

Reservations Tel: +960 678 0001

Email: [res.cocoastrand@comohotels.com](mailto:res.cocoastrand@comohotels.com) Website: [www.comohotels.com/cocoastrand](http://www.comohotels.com/cocoastrand)



### Meal Supplement

Inclusive of tax and service charge	Half Board	Full Board
0-5.99 Years	Complimentary on kids menu	Complimentary on kids menu
6-11.99 Years	\$70	\$100
12 Years and above	\$140	\$200

- Half Board = one 3-course lunch per person or one 3-course dinner per person, per day
- Full Board = one 3-course lunch and one 3-course dinner per person, per day
- Meals may be taken in Ufaa Restaurant and room service only.
- A tray charge of US\$25 nett per order will also apply for meals by room service.
- Rates include 10 per cent service charge and prevailing government taxes.

### Compulsory Festive Meal Supplements

Inclusive of tax and service charge	Child (2-11.99 years)	Adult
Christmas Eve Dinner (December 24 <sup>th</sup> , 2024)	\$150	\$300
Christmas Day Dinner (December 25 <sup>th</sup> , 2024)	\$150	\$300
New Year's Eve Dinner (December 31 <sup>st</sup> , 2024)	\$212.5	\$425

- Rates include 10 per cent service charge and prevailing government taxes.

### Reservations

Reservations can be made directly with the resort:

<b>Email</b>	<a href="mailto:res.cocoaisland@comohotels.com">res.cocoaisland@comohotels.com</a>
<b>Telephone</b>	+960 664 1818

### Transfers

Airport transfers to and from COMO Cocoa Island are by speedboat and take approximately 40 minutes per way.

Transfer	Capacity	Price
Round Trip – For arrival by scheduled flights only	Per guest	Adult - \$350
		Child (2 – 11.99 Years) \$175
Single Trip – Private speedboat transfers	Up to four guests	\$900 per way
	Up to eight guests	\$1,600 per way

Rates include 10 per cent service charge and prevailing government taxes.

### Complimentary Services For All Guests

- Wi-Fi internet access throughout the resort.
- Selected items in minibar replenished on daily basis.
- COMO Shambhala bathroom amenities.
- Beach bag and flip flops.
- Use of non-motorised water sports equipment.
- Use of snorkelling equipment.
- Coffee and tea making facilities in all villas.
- Bottled water in all villas.
- BOSE Speaker system
- Scheduled wellness class six times a week.
- Access to COMO Shambhala Retreat (steam room, hydrotherapy pool, 24-hour gym).
- Shared butler service for One Bedroom Water Villa with Pool.

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- Dedicated butler service for guests staying in Two Bedroom COMO Sunrise Villa and Three Bedroom COMO Sunset Villa.

#### **Contracted Offers**

##### **OFFER 1: STAY SAVE DISCOUNT: STAY 3 NIGHTS OR MORE**

**Validity: January 9th, 2024 to December 23rd, 2024**

- Minimum stay of 3 nights
- 25% Discount on contracted room rates
- Complimentary meal plan upgrade to Half Board for two adults per room
- Complimentary stay for up to 2 kids below age 12 years old on same meal plan as adults (food from kids menu)

*Applicable to all room types and combinable with honeymoon amenities*

##### **OFFER 2: STAY SAVE DISCOUNT: STAY 5 NIGHTS OR MORE**

**Validity: January 9th, 2024 to December 23rd, 2024**

- Minimum stay of 5 nights
- 30% Discount on contracted room rates
- 50% discount on shared speedboat transfer for 2 adults per room for minimum 5 nights stay
- Complimentary meal plan upgrade to Half Board for two adults per room
- Complimentary stay for up to 2 kids below age 12 years old on same meal plan as adults (food from kids menu)

*Applicable to all room types and combinable with honeymoon amenities*

##### **OFFER 3: STAY SAVE DISCOUNT: STAY 10 NIGHTS OR MORE**

**Validity: January 9th, 2024 to December 23rd, 2024**

- Minimum stay of 10 nights
- 35% Discount on contracted room rates
- Complimentary shared speedboat transfer for 2 adults per room for minimum 10 nights
- Complimentary meal plan upgrade to Half Board for two adults per room
- Complimentary stay for up to 2 kids below age 12 years old on same meal plan as adults (food from kids menu)

*Applicable to all room types and combinable with honeymoon amenities*

##### **OFFER 4: FESTIVE OFFER:**

**Validity: December 24th, 2024 to January 08th, 2025**

**Book by: April 30th 2024**

- Minimum stay of 5 nights (December 24th, 2024 to January 02nd, 2025)
- 40% Discount on contracted room rates
- Daily breakfast for two adults per room

*Applicable to all room types and combinable with honeymoon amenities*

##### **OFFER 5: COMO MALDIVES COMBINATION OFFER: 3 NIGHTS AT EACH PROPERTY**

**Validity: January 9th, 2024 to December 23rd, 2024**

- Minimum stay of 3 nights at each property
- 30% Discount on contracted room rates on all room types
- Complimentary meal plan upgrade to Half Board for two adults per room
- One time complimentary activity at each resort
  - COMO Cocoa Island: Sunset Cruise for two adults per room
  - COMO Maalifushi: Turtle Snorkeling for two adults per room
- Inter-Resort seaplane diversion fee waived off

*Applicable to all room types and combinable with honeymoon amenities*

*Return Speedboat and Seaplane transfers will be charged in full without exception*

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**Complimentary Honeymoon Amenities (combinable with Contracted Offers)**

<b>4 to 6 Nights</b>	Bottle of Champagne Daily Fruit Platter Gift from Cocoa Island US\$60 spa credit per person
<b>7 Nights or more</b>	Bottle of Champagne Daily Fruit Platter Gift from Cocoa Island Complimentary 60-minute spa treatment per couple Candlelit dinner setup for two persons

*Honeymoon Amenities are available upon the presentation of a recent marriage certificate, dated within a six months period and a copy is to be sent to the resort at the time of booking.*

- Half board meal plan for two people in a one-bedroom accommodation, four people in a two-bedroom accommodation or six people in a three-bedroom accommodation.
- Half board supplement for extra persons will be charged at full rate.
- 50% discount and complimentary Speedboat transfer is applicable for two people in a one-bedroom accommodation, four people in a two-bedroom accommodation or six people in a three-bedroom accommodation.
- Meal plan for children below the age of 12 years will be from kids menu, or if wished, regular menu at 50% charge of displayed price. Maximum of 2 children entitled for stay and dine free per unit booked.

*The Stay Save Offer discount above is applicable on room rates only and does not apply to à la carte meals, transfers, extra person supplement or any other services.*

*If more people are staying in the room beyond the stipulated standard occupancy, they will be subject to the extra person charge (see contract terms and conditions).*

**Terms and Conditions**

**COMO Cocoa Island, Maldives – January 9<sup>th</sup>, 2024 – January 8<sup>th</sup>, 2025**

- **Rates**
  - The wholesale net rate quoted are **20 per cent** discounted from published rate.
  - All of the above rates are quoted in US dollars (\$) per room per night based on the standard room occupancy on a bed and breakfast basis unless otherwise stated, and are net of commission.
  - Discount and mark-up is not applicable on any meal plans, transfer, other supplements or services.
  - When sold as a standalone rate i.e. not packaged with flights and other services, the tour operator agrees to mark-up contracted net rates by minimum 20 per cent. Failure to do so may result in the termination of this agreement.
  - In the event of any in-house upsell or upgrades for guests during the stay, of already confirmed reservations the Tour Operator will not be eligible for compensation.
  - All rates are inclusive of service charge and government tax as follows: 10 per cent service charge and prevailing government taxes.
  - There is a minimum stay of five nights during the period of December 24<sup>th</sup>, 2024 to January 02<sup>nd</sup>, 2025.
  - Rates are based on a Non-Last Room Availability (NLRA) status.
  - Government taxes are subject to change by the government without notice. In this circumstance, COMO Cocoa Island will not absorb additional government taxes.
  - Bookings for a total of 10 rooms or more shall be classified as group bookings and will be subject to group rates, terms, and conditions.
- **Green Tax**
  - The sum of US\$6 shall be collected by the Republic of Maldives as Green Tax (in addition to current taxes) from each tourist per day of stay at COMO Cocoa Island. This will be invoiced at the time of booking.
  - This tax applies to guests of all ages.
- **Special Offers**
  - 'Stay Save Offer' is based on half board meal plan.
  - 'Stay Save Offer' is based on two people in a one-bedroom accommodation, four people in a two-bedroom accommodation or six people in a three-bedroom accommodation.
  - The Stay Save Discount does not apply to à la carte meals, transfers, extra person supplement or any other services.

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- Promotions are valid for new bookings only.
- For extra persons beyond the standard room occupancy, meal plan supplements will be charged at the full rate.
- **Occupancy and Extra Person Charge**
- A fee of US\$160 will be applied to extra persons from 12 years and above when sharing a room. Rates include breakfast only, 10% service charge and prevailing government taxes, and are subject to an additional Green Tax.
- For children aged below 12 please see '*Children's Policy*' below.
- **Children's Policy**
- Taking into consideration maximum occupancy, 2 children below 12 years of age can stay in their parent's room free of charge. If sharing a room with their parents the children's meal plan will be the same with parents (ordered from kids menu).
- Additional child below 12 years can purchase the Half Board and Full Board Dining Supplements.
- Children dining off the restaurant's à la carte menus, opting for a child size portion, will be charged at 50 per cent of the published rate.
- **Butler Service**
- Shared butler service for One Bedroom Water Villa with Pool.
- Dedicated butler service for guests staying in Two Bedroom COMO Sunrise Villa and Three Bedroom COMO Sunset Villa.
- **Check in/out**
- Check in is after 2.00pm on day of arrival and check-out is by 12.00pm noon on the day of departure.
- **Guest Property**
- The Hotel shall not be liable for any loss or damage to property owned by, or in the custody of, the Client its guests, employees, agents or others. Safe deposits boxes are available for the use.
- **Limitation of Liability**
- Except as expressly set forth in this agreement, neither party makes any warranties, expressed or implied. Except for the indemnification obligations set forth in this agreement, neither party shall be liable for consequential or indirect loss of any kind, even if the other party has been advised of the possibility of such loss occurring.
- **Indemnification**
- Hotel shall, at their expense and at Client's request, hold harmless, indemnify and defend Client, any Affiliate, or any of their directors, employees, or agents, against any third-party claim or action brought against any of them, arising from or relating to Hotel's accommodations or services or Hotel's breach of this Agreement.
- Client shall, at its expense and Hotel's request, as applicable, hold harmless, indemnify and defend Hotel against any third-party claim or action brought against the Hotel, any of their affiliates, or any of their directors, employees, or agents, relating to (i) the booking of reservations through Client's Systems, or (ii) any breach of this Agreement by Client. The indemnified party is seeking indemnification ("Indemnification Claim"); the failure to give prompt notice shall not relieve the indemnifying party of its obligations except to the extent that the indemnifying party is damaged as a result. At all times, the indemnified party shall have sole control over the defence and settlement of an Indemnification Claim. Any indemnified party has the right, but not the duty, to participate in the defence and/or settlement of any Indemnification Claim with counsel of its own choosing and at its own expense, provided that the indemnified party and its counsel cooperate with and follow the direction of the indemnifying party in the defence of such Indemnification Claim.
- **Confidentially**
- Without the express written consent of the disclosing party, no party shall disclose or allow the disclosure to any third party, or use other than as specifically permitted in this Agreement, any confidential, proprietary or trade secret information of such disclosing party. A party shall not be liable for the disclosure of any confidential, proprietary or trade secret information if such information (i) becomes publicly available without the receiving party's breach of any obligation owed to the disclosing party, (ii) became known to receiving party prior to disclosing party's disclosure of such information, (iii) became known to receiving party from a source other than disclosing party where such source did not breach an obligation of confidentiality owed to disclosing party, or (iv) is independently developed by the receiving party. If Client provides Hotel access to an extranet, Hotel shall (a) allow access to such extranet only to its employees who have a legitimate need for such access and to Authorised Third Parties for the sole purpose of fulfilling Hotel's obligations under this Agreement, (b) inform Client in writing of all employees with access to such extranet, including any changes to such employees, (c) keep confidential, and require Hotel's employees and Authorised Third Parties to keep confidential, all passwords and other security measures necessary to access such extranet, and report any unauthorized access to such extranet, and (d) prevent the use of any automated scripts or software to

repetitively query the extranet to gather information. Hotel, as applicable, is responsible for the use of the extranet by anyone using Hotel's password or other access permissions. Any direct connect functionality implemented for the Hotel(s) shall be governed by Client's then-standard direct connect terms and conditions. "Authorized Third Parties" means a third party hired by Hotel under a written contract, and approved by Client in writing, to access Client's extranet and perform online rate and room management services.

- **Force Majeure**

- A Party's failure to perform under this Agreement is excused if the failure results from an unforeseeable cause beyond that party's control, such as war, earthquake, epidemic, pandemic, accident, explosion, casualty, strike or work stoppage, lockout, civil disturbance, act of public enemy, embargo, terrorist act, fire, weather events, air carrier interruption, or act of government. A party whose performance is impaired as a result of such an unforeseeable cause shall promptly notify the other parties.

- **Brochure/Website**

- The Client agrees to feature the Hotel in programs and brochures as a "deluxe five star" hotel, including photographs provided by the Hotel when appropriate. Brochure copy and layout must be approved prior to printing. Hotel will not be responsible for mistakes if approval is not sought. Images can be obtained from the following link [www.comohotels.com/photolibrary](http://www.comohotels.com/photolibrary)
- Client and its affiliates agree that they will not bid on any Hotel brand name keywords, Hotel names and/or permutations thereof. Hotel will consider that a copyright violation and reserve the right to terminate this agreement immediately, this would include any pay-per click advertising on same.
- Cyber-squatting: Client agrees not to register any domain names which might be construed by the user as belonging to or associated with Hotel or its affiliates, nor will they supply inventory through any affiliate network to any persons operating a domain or URL of same. Should Hotel determine that any non-approved URL or portal is gaining access Hotel room inventory through Client's program, Client will immediately, at Hotel's request assist Hotel in the cease and desist process.

- **Publicity**

- Neither party will release a press release that identifies the other party, via use of the company name or trademarks nor otherwise, without the prior written consent of the identified party, which approval may be granted or withheld in the identified party's sole discretion.
- The Wholesaler should not bid on or purchase internet placement rights for our brand keywords in any manner or in any of its advertising, including but not limited to Internet and web advertising, without the express written consent of the Hotel.

- **Onward Distribution**

- Under no circumstances are rates in wholesale contracts to be published on the Internet or to the public without bundling it with airline tickets, etc. as a package.

- **Predatory Advertising**

- A predatory advertising method is an advertising method that creates or overlays links or banners on web sites, spawns browser window, or utilizes any other method to generate traffic from a web site without that web site owner's knowledge, permission, and participation. Therefore, the Wholesaler should not use and discourage all web sites within their control from using, any predatory advertising methods designed to generate traffic from COMO Brand sites, or any other sites that exclusively promote or mimic COMO Hotels and Resorts brands.

- **Use of the wholesale rates**

- The wholesalers should make best efforts to ensure that all wholesale rates are packaged or bundled. In cases, where an unpackaged rate is sold, it should at least equal to the Best Available Rate of the hotel or an appropriate mark-up be applied to maintain integrity.

- **Payment Terms and Cancellations**

- Unless credit facilities have been approved, full payment must be received by the hotel a minimum of 21 days for multi bedroom units and 14 days for one bedroom units, prior to guest arrival or the booking will be subject to cancellation and cancellation charges will apply.
- One bedroom unit bookings which are cancelled between 14 days and 8 days prior to arrival date will incur cancellation charges equal to 50 per cent of the total booking.
- One bedroom unit bookings cancelled within 7 days of the date of arrival will incur cancellation charges equal to 100 per cent of the total booking.
- Multi bedroom unit bookings which are cancelled between 21 days and 14 days prior to arrival date will incur cancellation charges equal to 50 per cent of the total booking.
- Multi bedroom unit bookings cancelled within 14 days of the date of arrival will incur cancellation charges equal to 100 per cent of the total booking.
- Cancellations must be received in writing by the hotel or its representative and confirmed by the hotel as received.
- Bookings made for Christmas and New Year period must be fully paid no later than 60 days prior to arrival in order to confirm the reservation, and will be subject to the following cancellation conditions:
  - o Between 60 and 46 days prior to arrival cancellation charges equal to 50 per cent of the entire stay will apply.
  - o Cancellation made within 45 days of arrival, charges equal to 100 per cent of the entire stay will apply.
- Late arrivals, no shows and early departures will be charged in full without any exception.

**Wiring instructions for payment are as follows:**

*Beneficiary Bank details:*

Overseas Chinese Banking Corporation (OCBC) Singapore  
 65 Chulia Street #10-00 OCBC Centre  
 Singapore 049513  
 Swift code: OCBC SGSG

Beneficiary name: Orchid Resorts Management Pvt Ltd  
 Beneficiary account no: US\$ account No: 501-870950-201

**Please initial each page of this agreement, sign below and return one copy to the signatory below, or this agreement shall not be binding upon COMO Cocoa Island.**

**Nuaas Mohamed**  
 Cluster Director of Sales & Marketing- Maldives  
 COMO Cocoa Island  
 June 04 2023



**Alessandra Girardi**  
 Nuba – Net Rates Director  
 NUBA EXPEDICIONES S.L. \*  
 Email: \_\_\_\_\_  
 Date: \_\_\_\_\_