

Confidential Pricing Agreement - Wholesale (STO)

01st November 2024 – 31st October 2025

between

Anantara Maia Seychelles Villas

Anse Louis, Mahé, Seychelles

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

Date: 18/04/2024 Name of Company: _____

Company Registration No: B83850859 Tel: 0034 917454745

Physical Address: calle serrano 96 - 28006 Madrid

Postal Address: calle serrano 96 - 28006 Madrid

Email: alessandra.girardi@nuba.com Website: www.nuba.com

ACCEPTED BY:

Name: Alessandra Girardi

Signature:



Position: Global Product Director

Anantara Maia Seychelles Villas is pleased to appoint the Business Partner for the marketing and sale of room nights in respect of Anantara Maia Seychelles Villas, located at Anse Louis, Mahé Island, Seychelles, for the period from 01st November 2024 to 31st October 2025. It is acknowledged that this contract supersedes any contract previously issued over same validity period.

Subject to the terms herein, the Business Partner shall market and promote Anantara Maia Seychelles Villas as a top tier villa resort destination to its clients.

TERMS AND CONDITIONS OF THIS AGREEMENT

1. DEFINITIONS:

In this Contract Rates Agreement, the following expressions shall have the following meanings:

- The “Resort” or Anantara Maia Seychelles Villas as stated in the agreement
- “AMSV” Anantara Maia Seychelles Villas
- “Operator” means the party in direct contract with the Resort
- “Validity” means the period in which the contracted rates agreement will be applicable
- “BB” means Bed & Breakfast meal plan
- “HB” means Halfboard meal plan or Halfboard supplement. This is defined as a 3 course meal.
- “BAR” means Best Available Rates
- “NETT” means excluding taxes and service charge
- “GROSS” means inclusive of taxes and service charge

2. CONTRACTED ROOM RATES - BED & BREAKFAST MEAL PLAN:

VILLA TYPES	NUMBER OF VILLAS	LOW SEASON	SHOULDER SEASON	HIGH SEASON	PEAK SEASON
Bed & Breakfast Basis Including Taxes		01NOV24-23DEC24	21JAN25 – 15APR25	10JAN25 - 20JAN25	24DEC24-09JAN25
		13MAY25 – 14JUL25	15JUL25 - 31AUG25	26APR25 – 12MAY25	16APR25 – 25APR25
		01SEP25 – 30SEP25		01OCT25 – 31OCT25	
Ocean View Pool Villa	10	€ 1,970.00	€ 2,155.00	€ 2,340.00	€ 2,900.00
Premier Ocean View Pool Villa	8	€ 2,530.00	€ 2,715.00	€ 2,900.00	€ 3,700.00
Premier Beach Pool Villa	9	€ 2,780.00	€ 2,965.00	€ 3,150.00	€ 4,085.00
Peninsula Ocean View Pool Villa	3	ON REQUEST – BAR	ON REQUEST- BAR	ON REQUEST - BAR	ON REQUEST – BAR

CONTRACTED RATES:

- All above “Contracted Room Rates” are quoted in Euro (GROSS), per villa, per night and are non-commissionable.
- All GROSS rates are for single or double occupancy per villa on Bed & Breakfast basis (BB).
- All GROSS rates above are INCLUSIVE of compulsory, prevailing government taxes (Value Added Tax, 15%) and INCLUSIVE of hotel service charge (10%).
- Government taxes are subject to change without notice, and any increase as a result, would be borne by the operator and applicable to both new and on the book reservations.
- Bookings must apply a compulsory Gala Dinner supplement on 31DEC2024. Refer to gala dinner supplements below.
- Peak Season: Bookings must apply a minimum length of stay of 5 nights during period : 24DEC24 - 09JAN25
- To ensure rate parity in the marketplace, under no circumstances are contracted rates to be published on the Internet or to the public without a minimum "sell" rate of 20% mark up from contracted GROSS pricing and the express written permission of the Resort. The resort reserves the right to withdraw the contract in case of misuse, or incorrect rates being applied.
- The above “Contracted Rates” are applicable for FIT bookings, up to a maximum of 05 villas. Requests of 6 villas or more per day constitutes a group booking and the relevant rates will be quoted on an ad-hoc basis, subject to availability. Group rates may attract different contract conditions.
- Premier Ocean View Pool Villas and Premier Beach Pool Villas Added Value Benefits are applicable on bookings from 3 consecutive nights only.
- Booking requests combining the experience of 2 or more different villa types for the duration of stay of 1 villa, is on request basis (e.g. 1 stay splitting 2 nights in Ocean View Pool Villa followed by 3 nights Premier Beach Pool Villa).
- The resort operates an FIT wholesale allotment of rooms and there may be times when this allotment is filled. On these occasions, STOP SALES will apply, FIT bookings may only be accepted at rates to be advised at the time of booking, usually at published rates along with its own set of terms and conditions (BAR rates).
- This Agreement can be terminated by either party, without penalty, for any reason prior, with written notification to the other party. Termination of the Agreement shall not extinguish the rights or obligations of the parties hereunder with respect to the indemnification, trademarks, ownership and disposition of information, confidentiality and accounting. Hotel reserves the right to terminate this agreement immediately on written notification to the Operator.

Note:

- Effective 01st August 2023, a compulsory Seychelles Government Levy, “Tourism Environmental Sustainability Levy”, is applicable. Proceeds from the Levy will go towards the country’s efforts in securing and enhancing its natural environment. The Levy of EUR 5.25 per person, per night, will be settled upon check-out by the guests (from 12 years and above).
- A Sustainable Environment Fee of EUR 5 per villa, per night will apply to all reservations. This fee comes in addition to the room rate. The Sustainable Environment Fee is supporting a local Non-Government Organisation (NGO) which drives our marine conservation and education program. This fee will be settled upon check-out by the guests

3. VILLA CATEGORIES & INCLUSIONS:

10 Ocean View Pool Villas (250sqm), situated on the hillcrest, with panoramic views of the verdant landscape and shore. The thoughtful discretion of our Villa Host ensures an atmosphere of privacy. Occupancy: 2 adults & 2 children (up to 17 years inclusive) or 3 adults (18 years+) maximum.

8 Premier Ocean View Pool Villas (250sqm), offering the exclusivity of total privacy in a holiday sanctuary offering sweeping sunset views. Bespoke design and craftsmanship marry convenience and luxury for a perfect hideaway, ideal for honeymooners. Occupancy: 2 adults & 2 children (up to 17 years inclusive) or 3 adults (18 years+) maximum.

9 Premier Beach Pool Villas (250 sqm), exclusively located within lush tropical gardens. Relish the convenience of direct beach access from these elegantly designed villas. A selection of these Premier Villas are ideal for families or larger groups that prefer to be near each other, linked easily through garden walkways. Occupancy: 2 adults & 2 children (up to 17 years inclusive) or 3 adults (18 years+) maximum.

3 Peninsula Oceanview Pool Villas (250sqm), located on the edge of the peninsula, offering the ultimate privacy and open views of the Indian Ocean. Occupancy: 2 adults & 2 children (up to 17 years inclusive) or 3 adults (18 years+) maximum.

*** All the villas at the Resort have one-bedroom and can accommodate 2 adults and 2 children (up to 17 years inclusive) or 3 adults (18 years+). Please refer to applicable supplements in contract.

The above room rates include the following for all villa categories:

- **Dedicated villa host** to cater to your every need for the duration of your stay
- Luxury “HERMES” bath amenities
- For all villa types, the rate includes daily breakfast served on a-la-carte basis from 07.00 am until 11.00 am in Tec-Tec Restaurant (Breakfast is also available as from 11.00 am in villa, at supplement).
- Bottle of Champagne upon arrival
- Unlimited WiFi
- Non-motorized sports (snorkeling, kayaking and paddle-boarding)
- Group Wellness activity 3 times per week, subject to timetable
- Fully equipped Fitness Centre
- Press Reader with access to +3500 magazines and newspapers in various languages
- Foreign exchange services for all major currencies
- In-villa safety box
- Lavazza coffee machine, Theodor tea making facilities and MAIA water, in villa
- Sunbeds (or similar) on the Anse Louis Beach
- Very Important Kids Program (VIK), subject to availability
- Infant swimming inflatables
- Infant accessories (cot, high-chair, bottle warmer, sterilizer etc...)
- Movies on demand

VILLA CATEGORY: PREMIER & PENINSULA ADDED VALUE VILLA BENEFITS

- PREMIER POOL VILLAS WITH PRIVATE VILLA HOST AND ADDITIONAL VALUES:

Minimum stay of 3 consecutive nights

- One EUR 150 spa treatment voucher per villa per stay. Spa credit is non-redeemable for cash
- Early check-in OR late check-out until 6.00 pm (subject to availability)

- PENINSULA POOL VILLAS WITH PRIVATE VILLA HOST AND ADDITIONAL VALUES:

To refer to benefits as featured on our website rate and conditions (BAR)

4. CHARGEABLE SERVICES / FACILITIES:

- All meals, including breakfast served after 11.00 am
- Alcoholic and non-alcoholic beverages
- Mini bar items
- Floating breakfast
- Tobacco & Shisha
- Spice Spoons
- Dining by Design experiences
- Wine tasting experiences
- The Wine Cellar private table - not included in halfboard (HB)
- Luxury boat/yacht charters and all excursions
- Anantara Spa & Wellness treatments (including private yoga)
- Romantic bath in-villa & Spa bath
- Wedding Ceremonies and Reception
- Laundry Services
- Road transfers to/from the resort
- Helicopter transfers to/from the resort
- Babysitting - to be booked 24hrs in advance
- Personal Trainer

5. SPECIAL OFFERS

Offer	ADVANCE PURCHASE Enjoy 15% off with our special Advance Purchase offer for a minimum 3 night's stay . Bookable 30 days or more prior to arrival
Validity	01November 2024 – 23December 2024 & 10January 2025 - 31October 2025
Villa Type	Premier & Ocean View Villas only
Minimum Length of Stay	3 consecutive nights
Combinable with	Honeymoon & Wedding Anniversary Offer Only
Terms and Conditions	<ul style="list-style-type: none"> • Subject to availability and stop sales • All dates are inclusive, and the entire stay must fall within the validity period • Advance Purchase discount is applicable on extra bed BB supplement (child or adult) • Advance Purchase discount is applicable on halfboard supplements

Offer	STAY LONGER OFFER • Stay from 07 consecutive nights (minimum) and receive a 20% discount
Validity	01November 2024 – 23December 2024 & 10January 2025 - 31October 2025
Villa Type	Premier & Ocean View Villas only
Minimum Length of Stay	7 consecutive nights
Combinable with	Honeymoon & Wedding Anniversary Offer Only
Terms and Conditions	<ul style="list-style-type: none"> • Subject to availability and stop sales • All dates are inclusive, and the entire stay must fall within the validity period • Stay Longer discount is applicable on extra bed BB supplement (child or adult) • Stay Longer discount is applicable on halfboard supplements

Offer	HONEYMOON & WEDDING ANNIVERSARY OFFER Stay on honeymoon for a minimum of 3 nights and the couple will receive: <ul style="list-style-type: none"> • One romantic sundowner experience with a bottle of Champagne and canapés • One romantic Dining by Design experience, once during stay (<i>applicable to bookings on halfboard basis</i>) • Complimentary upgrade to next room category (subject to availability) • Early check-in OR late check-out until 6.00 pm (subject to availability)
Validity	01November 2024 – 23December 2024 & 10January 2025 - 31October 2025
Villa Type	Premier & Ocean View Villas only
Minimum Length of Stay	3 consecutive nights
Combinable with	Advance Purchase OR Stay Longer Offer
Terms and Conditions	<ul style="list-style-type: none"> • Bookings must be clearly indicated as Honeymooners or Wedding Anniversary • No cash refund for treatments or value-added items not used during stay. • In order to qualify as a honeymooner, a Wedding Certificate obtained during the past 12 months will have to be shown to agent, and copy provided with the booking. • Wedding anniversary: Wedding certificate to be provided with the booking. Offer applicable to guests celebrating their wedding anniversary during their stay.

6. HALF BOARD & EXTRA BED SUPPLEMENTS:

	Child (0-4 years)	Child (5-11 years)	Adult (12 years +)
Extra Bed (BB Basis)	Complimentary	EUR 115	EUR 485
Half-Board supplement	Complimentary	EUR 75	EUR 170

- For 3rd pax sharing on Half Board, HB supplement is to be added to the Extra bed rate.

Included for children from 0-4 years, for use during stay:

- Baby cot
- Highchair
- Bottle sterilizer
- Baby monitor
- Bottle warmer

Terms & Conditions of the above rates:

- **All GROSS rates above are quoted per person, per night.**
- **All GROSS rates above are INCLUSIVE of compulsory, prevailing government taxes (Value Added Tax, 15%) and INCLUSIVE of hotel service charge (10%).**
- **Government taxes is subject to change without notice, and any increase as a result, would be borne by the operator and applicable to both new and on the book reservations.**
- Extra bed and half-board supplements rates must be marked-up minimum 20% on the GROSS rate by the tour operator before quoting.
- Children are most welcome in all villa types. Villas on the hilltop require consent of the parents (signed disclaimer form to be sent with booking confirmation).
- Babies/children, 0 - 4 years stay free of charge.
- All the villas at the Resort have one-bedroom and can accommodate 2 adults and 2 children (up to 17 years inclusive) or 3 adults (18 years+). Extra persons sharing in villa is on request basis only.
- Families travelling with more than 2 children, a second villa needs to be booked on applicable villa rates, and children must be staying with an adult in the same villa.
- Half-board supplement includes a 3-course dinner.
- Some additional charges may be applicable over special culinary events or festive period.

Very Important Kids Program (VIK): (subject to availability)

A variety of activities will be organized as part of our Very Important Kids Program

- Cookie and pizza making classes
- Treasure hunt
- Jewellery making, arts & crafts
- Sandcastle competition
- Kayaks, snorkelling and paddle boards session with the team (for older children)

7. GALA DINNER SUPPLEMENTS:

Guests on BB basis

	Child (05-11 years)	Adults & Children (12 yrs+)
Christmas Eve Gala Dinner Optional - 24 December 2024	EUR 235	EUR 395
New Year Eve Gala Dinner Mandatory - 31 December 2024	EUR 360	EUR 595
Orthodox Christmas Eve Gala Dinner Optional – 06 January 2025	EUR 235	EUR 395

Guests on HB Basis

	Child (05-11 years)	Adults & Children (12 yrs+)
Christmas Eve Gala Dinner Optional - 24 December 2024	EUR 185	EUR 305
New Year Eve Gala Dinner Mandatory - 31 December 2024	EUR 310	EUR 505
Orthodox Christmas Eve Gala Dinner Optional - 06 January 2025	EUR 185	EUR 305

- All gala dinner rates above are quoted per person, per dinner.
- All gala dinner rates above are GROSS and are displayed INCLUSIVE of compulsory, prevailing government taxes (Value Added Tax, 15%) and INCLUSIVE of hotel service charge (10%).
- Gala Dinner Supplements are our rack rates, non-commissionable and no markup is to be applied.
- Contracted and tactical offers are not applicable on any gala dinner supplements.

8. PERIOD OF OCCUPANCY – LCO & ECI:

- Check-in time is at 2.00 pm and Check-out time is at 11.00 am. Anything consumed after this time will be charged à la carte.
- Should your guests have an early morning arrival flight, we recommend they pre-book the villa the night prior to ensure a guaranteed early check-in (ECI).
- Late check-out (LCO) is subject to availability and is charged at 50% of the daily rate until 6.00 pm, thereafter 100% of the daily rate will be charged.

9. CANCELLATION / NO SHOW POLICY:

The Business Partner shall notify the resort in writing of any cancellation or changes to the confirmed reservations, subject to the following:

- Cancellation received within 15 to 30 days prior to the date of arrival will be subject to a 50% (of the confirmed room nights' value) cancellation charge.
- Cancellation received within 00 to 14 days prior to the date of arrival will be subject to a 100% (of the confirmed room nights' value) cancellation charge.
- A penalty charge amounting to 100% of the total nights' value for no-show or reduced nights is applicable.

Festive Season (24DEC24-09JAN25)

- Cancellation received within 00 to 45 days prior to the date of arrival will be subject to a 100% cancellation charge (of the confirmed room nights' value).
- A penalty charge amounting to 100% of the total nights' value for no-show or reduced nights is applicable.
- Should a booking's stay dates overlap 2 nights or more in the festive season, then the festive season cancellation conditions and payment conditions will apply for the entirety of the stay.

NOTE:

- Anantara Maia Seychelles Villas reserves the right to charge the appropriate rates for reservations over and above the contracted room allocation.
 - **The resort operates an FIT wholesale allotment of rooms and there may be times when this allotment is filled. On these occasions, STOP SALES will apply, FIT bookings may only be accepted at rates to be advised at the time of booking, usually at published rates along with its own set of terms and conditions (BAR rates).**
 - Contracted rates are applicable on the business partner's company account only.
- Should the guest be paying on his / her own account, regular published rack rates will be applied.
- Contracted rates are strictly confidential and must not be exposed in tariff listings, competitors or to source market operators, otherwise we reserve the right to retract rates.
 - This addendum is valid in conjunction with the applicable international Wholesale Accommodation Agreement.
 - Rates and allotments are only valid from the moment this contract is accepted and acknowledged.
 - This contract supersedes any previously issued versions over same validity period.

10. UNDER-STAYS

There is no refund for under-stays. The Resort will charge for the entire length of stay in the event of under stays.

11. PAYMENT TERMS

Pre-payment Conditions

- Where no credit facilities are in place, the Business Partner must pre-pay Anantara Maia Seychelles Villas as follows;
 - Full prepayment is required 30 days or more before arrival.
 - For reservations made less than 30 days prior to arrival, a full pre-payment is required within 5 days of booking confirmation to secure the booking and guarantee the reservation.
 - **Festive Season (24 DEC24-09JAN25):**
Full payment is required 45 days prior to arrival
- A copy of proof of payment should also be forwarded to resort reservations to obtain final confirmation of the provisional booking.
- Should payment not be received by the due date, the Resort may release the booking.
- The Business Partners shall ensure that all Guests being accommodated in terms of this agreement pay for and settle in full all accounts levied by AMSV in respect of incidental expenses, for which such Guests are liable prior to their departure from the Resort.
- Should any payment due by the Business Partner to AMSV at any time be overdue, then without prejudice to any other remedy available to it and without any prior notice, AMSV may at its discretion defer future performance of its obligation in times of this agreement and refuse to make available any future accommodation to the Business Partner until payment is

made.

12. BANK ACCOUNT DETAILS:

Beneficiary Bank: NOUVOBANQ SIMBC
Bank Address: NOUVOBANQ HOUSE, FRANCIS RACHEL STREET, PO BOX 241, VICTORIA, MAHE, SEYCHELLES
Beneficiary: UNITED RESORTS AND HOTELS LIMITED T/A MAIA
Euro Account No: 21002070727035
Swift Code: NOVHSCSC
IBAN No: SC32NOVH02010021002070727035 EUR

13. CREDIT FACILITIES:

- The granting of Credit Facilities for the Business Partner remains at the resort's discretion, and it may request references or other information. The Resort will invoice the Business Partner with terms of strictly 30 days from date of invoice, subject to the credit facility extended and credit limit determined by the Resort
- Where credit facilities have been granted, rates and conditions of this Contract Rates Agreement are conditional on payment being received by the Resort no later than thirty (30) days after the date of departure of client. Late payment shall be subject to penalty charges. In the event of incorrect billing or disputed totals, a grace period of seven (7) days is extended to facilitate collaboration and subsequent settlement. The Business Partner shall advise the Resort immediately if any such billing irregularities should occur.
- Any amount due to AMSV in terms of this agreement and not paid by the Business Partner on due date, shall bear interest from due date to the date of payment calculated on a daily basis and capitalised monthly at 5% (five percent) above the prime rate of interest charged by AMSV Bankers from time to time, as recorded by a certificate issued by any Manager of said Bank, shall be prima facie proof of the indebtedness.
- A certificate signed by the General Manager or Financial Controller of AMSV (whose authority shall not be required to be proven), showing the amount owing by the Business Partner at any time and reflecting the amount thereupon as due and unpaid, shall be prima facia proof of the facts therein stated for purposes of any action (whether by way of provisional sentence or otherwise), prove debt on insolvency or any purpose whatsoever.

14. BROCHURE / COLLATERAL PRESENTATION

The Business Partner will feature the Resort in its luxury programs and brochures as an upmarket resort and include authorized photographs of the Resort when appropriate. Prior to going to print or being published on website; written authorization and consent of the contents is to be obtained from the Resort's Marketing department. Sample copies of such brochures including website information must be made available to the Resort upon publication.

The Business Partner shall have obtained the prior written consent of the Resort in respect of all advertising and promotional material including website information pertaining to the Resort prior to any proposed insertion in any media. The Resort reserves the right to cancel this agreement should the Business Partner misrepresent any information in any advertising, brochure promotion or press release, information pertaining to the Resort, which in the Resort's view may damage the image of the Resort. The Resort will supply the Business Partner with a selection of picture material and write-up to accurately portray the Resort.

Issuing of contract does not guarantee automatic payment of brochure contribution which must be negotiated and agreed separately. Prior to brochure printing or listing / advertising of the Resort on the internet; the brochure copy, or web site draft must be viewed at proof stage and both text and photography approved by the Resort. After brochure production, one copy must be sent to the resort for its files. The Business Partner /Operator will submit any images and description of the Resort and the location to be featured for approval prior to print. Should the Resort be misrepresented in the Business Partner /Operator printed or digital material, the Business Partner /Operator will be held liable for any damages occurred.

15. INTERNET:

The Business Partner will establish a protocol and best practices to guarantee that the STO (wholesale) rates shall not be published/distributed to any of the B2C channels which are connected with any of the Meta Search Engines (e.g Kayak, Tripadvisor, Trivago, Hotelscombined etc.) nor Online Travel Agencies (e.g. Expedia, Agoda, Booking.com etc) which are not below the BEST AVAILABLE RATE offered by the hotel in the dynamic contract. In the event that the Business Partner is unable to implement the aforesaid measures as guaranteed, the Business Partner shall stop the direct distribution of rates with any Meta search or B2C (OTA) websites. The Business Partner will continue this protocol and best practice so that third parties do not distribute rates, from dynamic contracts, below the best available rate to final customers. In such failure, we will apply the three-strike rule (warning 1, 2 and 3rd to close the contract) after regular rate shops to avoid the same).

16. RESERVATIONS

All reservations are subject to availability and confirmation by the Resort.

The Business Partner shall submit all bookings to the Reservations Department of Anantara Maia Seychelles Villas directly:

Resort Tel. No: +248 46 777 00

Reservations Direct Tel. No: +248 46 777 28 - 46 777 29

Email: reservations.amsv@anantara.com **Kindly use this email for bookings**

Subject to availability, the Resort shall accept and confirm the reservation on the contracted rates and notify the Business Partner. Reservations shall not be binding until acceptance and confirmation has been received from the Resort.

17. ROOMING LISTS

For reservations, the Business Partner shall submit to the Resort a final rooming list together with flight details, meals and special requirements, in line with the allotment release period or otherwise thirty (30) days prior to arrival. Should the Business Partner fail to supply such information as specified, the Resort reserves the right to release the reserved rooms, unless agreed otherwise by the Resort in writing. We would request provision of maximum guest details prior to arrival, including country of residence, country of nationality and expected arrival and departure timings.

18. STOP SALES

When notified of a "Stop Sale" period the Business Partner must report bookings made on free sell basis for this period within 24 hours (or at the end of the first working day after a weekend or public holiday). Failure to do so may result in non-guarantee of the requested booking. The resort reserves the right from time to time to request back allotted rooms, however this will be kept to a strict minimum. The Business Partner must provide updated stop sale contact email at time of signing the agreement and keep the Resort informed of any changes, to ensure all communications are sent to the right recipient.

19. RATES

Rates must be packaged and are extended on the understanding that the Resort will be featured in promotional brochures both pictorially and editorially. Importantly, rates must be packaged with at least one other travel services listed herewith, air-ticket, transportation and meals (exception of breakfast). Under no circumstances are the contracted rates to be published on any internet website without the express permission of the Hotel. (i.e. contract rates which are not packaged are not permitted to be displayed in any website). All rates committed to the Operator and the other terms and conditions hereof are confidential and should not be published at any time or disclosed to a third party for any reason.

20. RESORT'S LIABILITY

If, for any reason beyond the control of the Resort, including but without limiting the generality of the following:

- The Resort reserves the right to carry out repairs renovations or preventative maintenance programmes in order to keep the property in good condition for guests.
- In the event of unforeseen or special circumstances where the Resort is unable to accommodate confirmed booking(s), the Resort will: propose an available alternative room type or cancellation of booking with full refund of accommodation, or propose alternative dates of travel, or at its expense, propose alternative accommodation in a comparable resort for confirmed travel dates.
- Force Majeure: By signing of the Agreement, the Resort will not be held liable or responsible for failure to execute arrangements specified herein directly or indirectly occurred by or through or in consequence of war, strikes, riots and Acts of God or conditions beyond the control of the Resort.
- The Resort reserves the right to cancel this Agreement at any time by giving notice in writing, should the Operator fail to fulfil the terms and conditions set forth herein. Any change in ownership or management of the Operator must be informed to the resort immediately.
- The parties agree that monetary damages may not be sufficient to protect the Resort against a breach of these terms and conditions and therefore Resort shall be entitled to equitable relief for enforcement of the provisions hereof.

21. INTELLECTUAL PROPERTY RIGHTS

The Business Partner acknowledges that the trademark, trade name, service mark or copyrights associated with the names "Anantara Maia Seychelles Villas", "Maia Resort", "Anantara Maia Spa", "Maia Gallery" and the Anantara Maia Seychelles Villas logo, together with all rights in any and all slogans, derivations, trade secrets, know-how and all other proprietary rights associated with those names and the AMSV logo (collectively referred to as the "Trademark") are exclusive properties of United Resorts & Hotels Limited and Minor International PLC :

- that nothing in this Contract Rates Agreement gives the Business Partner any claim to, or rights in respect of the Trademark;
- not use the Trademark as all or part of its legal name or any trade or assumed name under which the Owner does business;
- to obtain prior consent from AMSV before publishing any advertising materials or implementing any advertising programs of its own which may mention the AMSV name or include the use of the Trademark;
- to ensure that none of its customers infringes on the Trademark or uses the Trademark without the prior written approval of AMSV.
- to inform AMSV if the Business Partner has notice of any potential Trademark infringement by any of its customers; and to assist AMSV in the enforcement of its rights against any Trademark infringes.

22. GOVERNING LAW

This agreement is governed by the laws of the Republic of Seychelles and the parties hereto agree to submit to the non-exclusive jurisdiction of the Courts in Seychelles. Any dispute arising between the parties shall, in the first instance, be put to mediatory talks between the parties with a view towards an amicable settlement between them. Only after these talks fail shall the parties refer the matter to the Courts.

23. CONFIDENTIALITY

The rates and terms contained in this Contract Rates Agreement are strictly confidential and shall not be disclosed to third parties; and upon any deemed breach of said confidentiality the Resort reserves the right to withdraw the rates with immediate effect. This term shall survive the termination of this Contract Rates Agreement.

24. CONTACT INFORMATION:

Department	Contact Person
Sales & Marketing	Jessica Giroux - Director of Sales & Marketing jgiroux@minorhotels.com
Reservations	Reservations Contact reservations.amsv@anantara.com
Finance	Krishantha Gamage – Director of Finance kpriyadarshana@minorhotels.com
Management	Nico Vivier – Regional Director of Operations & Development – Africa nvivier@minor.com

25. ACCEPTED AND AGREED TO BY:

Company

Name:
Designation:
Date & Signature/stamp:

Anantara Maia Seychelles Villas

Jessica Giroux
Director of Sales & Marketing
Date & Signature/stamp:

Validated by:

Nico Vivier
Regional Director of Operations & Development – Africa
Date & Signature:

Krishantha Gamage
Director of Finance
Date & Signature: