

Confidential Net Tour Operator Rates 2024-2025

All rates are quoted in EURO (€) and are inclusive of daily breakfast and 15% VAT, but exclusive of any service charges, and are based on single or double occupancy.

Room Categories	High Season 01/11/24 to 20/12/24	Xmas Season 21/12/24 to 25/12/24	Festive Season 26/12/24 to 05/01/25
Luxury Garden View Pavilion	€ 780	€ 1,080	€ 1,680
Luxury Ocean View Pavilion	€ 880	€ 1,180	€ 1,780
Luxury Villa with Private Garden	€ 980	€ 1,280	€ 1,880
Luxury Villa with Private Pool	€ 1,280	€ 1,580	€ 2,180
Premier Ocean View Villa with Private Pool	€ 1,540	€ 1,850	€ 2,440
Two Bedroom Luxury Villa with Private Pool	€ 2,600	€ 2,900	€ 3,500
Presidential Ocean View Villa with Private Pool	€ 3,000	€ 3,300	€ 3,900
Two Bedroom Presidential Ocean View Villa with Private Pool	€ 3,600	€ 3,900	€ 4,500
Royal Ocean View Villa with Private Pool	€ 3,400	€ 3,700	€ 4,300
Three Bedroom Royal Ocean View Villa with Private Pool	€ 4,600	€ 4,900	€ 5,500

Room Categories	Normal Season 06/01/25 to 14/04/25	Easter Season 15/04/25 to 25/04/25	Normal Season 26/04/25 to 30/09/25	High Season 01/10/25 to 31/10/25
Luxury Garden View Pavilion	€ 720	€ 840	€ 520	€ 780
Luxury Ocean View Pavilion	€ 820	€ 940	€ 620	€ 880
Luxury Villa with Private Garden	€ 920	€ 1,040	€ 720	€ 980
Luxury Villa with Private Pool	€ 1,220	€ 1,340	€ 1,020	€ 1,280
Premier Ocean View Villa with Private Pool	€ 1,480	€ 1,600	€ 1,270	€ 1,540
Two Bedroom Luxury Villa with Private Pool	€ 2,540	€ 2,660	€ 2,340	€ 2,600
Presidential Ocean View Villa with Private Pool	€ 2,940	€ 3,060	€ 2,740	€ 3,000
Two Bedroom Presidential Ocean View Villa with Private Pool	€ 3,540	€ 3,660	€ 3,340	€ 3,600
Royal Ocean View Villa with Private Pool	€ 3,340	€ 3,460	€ 3,150	€ 3,400
Three Bedroom Royal Ocean View Villa with Private Pool	€ 4,540	€ 4,660	€ 4,350	€ 4,600

The above rates are subject to the below terms & conditions:

Minimum Stay:

During Peak Season from 26th December, 2024 to 05th January, 2025, a minimum stay of 4 nights is applicable.

Room Occupancy & Child Policy

Room Categories	Max Adults	Infant 0-3yrs	Child between 4yrs & 12yrs	Remarks <i>Child 6yrs - 12yrs</i>
Luxury Garden View Pavilion	2	1 BC	1 XB	* XB supplement
Luxury Ocean View Pavilion	2	1 BC	1 XB	* XB supplement
Luxury Villa with Private Garden	2	1 BC	1 XB	* XB supplement
Luxury Villa with Private Pool	2	1 BC	1 XB	* XB supplement
Premier Ocean View Villa with Private Pool	2	1 BC	1 XB	* XB supplement
Two Bedroom Luxury Villa with Private Pool	4	2 BC	2 XB	* XB supplement
Presidential Ocean View Villa with Private Pool	2	1 BC	1 XB	* XB supplement
Two Bedroom Presidential Ocean View Villa with Private Pool	4	2 BC	2 XB	* XB supplement
Royal Villa Ocean View with Private Pool	2	1 BC	1 XB	* XB supplement
Three Bedroom Royal Ocean View Villa with Private Pool	6	3 BC	3 XB	* XB supplement

**XB = Extra Bed **BC = Baby Cot

Child Policy

- One infant (0 to 3 years) can stay in the parents' room without any additional charge. One Baby Cot will be placed in the room at no additional charge.
- One child below 5 years can stay in the parents' room and One Extra Bed will be placed in the room at no additional charge
- One child between 6 years and 12 years can stay in the parents' room and One Extra Bed will be placed in the room. Please note that a Child supplement of **EURO 95** per child per night inclusive of breakfast will apply.
- Two children (01 infant & 01 child upto 5 years) can stay in parent's room. One Baby Cot and One Extra Bed will be placed in the room at no additional charge.
- Two children (01 infant & 01 child 6-12years) can stay in parent's room. One Baby Cot & one extra bed will be placed in the room. Please note that a Child supplement of **EURO 95** per child per night will apply for child between 5years and 12years.
- Two children upto 6 years can stay in parents room at no additional supplement. However, only One Extra Bed can be placed in the room.
- For two children between 6 years and 12 years, an additional room is necessary at 50% of the applicable room rate.
- For children above 12 years, a separate room will be required at the applicable room rate.

Free Sale

- FREE SALE for Peak Season (21st December 2024 to 05th January 2025):** Applicable on Luxury Pavilion with Garden View, Luxury Pavilion with Ocean View, Luxury Villa with Garden and Luxury Villa with Private Pool, Premier Ocean View Villa with Private Pool, Two Bedroom Luxury Villa with Private Pool, Royal Ocean View Villa with Private Pool with **14 days** release period.

- FREE SALE from 06th January to 20th December 2024: Applicable on Luxury Pavilion with Garden View, Luxury Pavilion with Ocean View, Luxury Villa with Garden and Luxury Villa with Private Pool, Premier Ocean View Villa with Private Pool, Two Bedroom Luxury Villa with Private Pool, Royal Ocean View Villa with Private Pool with **7 days** release period.
- On Request only: Applicable on Presidential Ocean View Villa with Private Pool, Two Bedroom Presidential Villa with Private Pool and Three Bedroom Royal Villa with Private Pool.
- Immediate sell and report basis: The Tour Operator needs to send the reservation to the Hotel in writing within 24 hours of accepting the booking from the clients.

Stop Sale

- The Hotel will notify the Tour Operator whenever a stop sale / close out is necessary.
- At receipt of notification from the Hotel, the Tour Operator is required to submit to the Reservations department all previously unreported reservations within 24 hours or they will not be confirmed.
- Additional reservations requests after stop sale date will be based on prevailing rates and terms as directed by the Hotel.
- Name changes for reservations booked during a stop sale period will not be allowed.

Reconfirmation

The bookings will be considered as reconfirmed once the Hotel has sent a written confirmation of the booking request.

Dinner Supplement

The Oberoi Beach Resort, Mauritius offers a Dinner Supplement allowing guests to choose at their discretion, from the a la carte dinner menu in at The Main Restaurant or On The Rocks (subject to weather conditions) and the set Caraille Creole menu at The Gunpowder Room.

Following are the details of the Dinner Supplement and applicable restrictions:

- Dinner Supplement from 21st December 2024 to 30th December, 2024 and from 01st to 05th January is **EURO 110** per person per day.
- Dinner Supplement from 01st November to 20th December, 2024 and from 06th January to 31st October 2025 is **EURO 100** per person per day.
- Children below 6yrs of age can eat for free from our kid's menu.
- Children between 6 to 12 years of age will be charged at 50% of the above.
- The Dinner Supplement is for food only and for a three-course meal.
- The Dinner Supplement is the published rate, non-commissionable and is inclusive of applicable tax.
- The Dinner Supplement is a nightly rate and need not be booked for the entire duration of the stay.



Compulsory Dinner on 31st December, 2024

New Year's Eve Gala Dinner – EURO 500 per person

- New Year's Eve compulsory dinner rate is the published rate of the hotel and should be prepaid at the time of reservation.
- Children between 6 to 12 years of age will be charged at 50% of the above.
- The above rate is per person and is for food only.
- The above rate is non-commissionable and is inclusive of applicable tax.

All other meals at the hotel are on a la carte basis.

Rolling Contract Policy:

The above NET rates will roll out for 2025-2026 until the new contracted rates for 2025-2026 are issued.

POLICIES AND TERMS OF AGREEMENT

Group Tariffs

Rates and conditions are available on request for 10 rooms and above.

Arrival and Departure Times

Arrival time is 02:00 pm and departure time is 12:00 noon. Early and immediate availability can only be guaranteed by reserving the previous night at applicable room rate.

Late check out until 06:00 pm is available at 50% of the applicable room rate. Departures after 06:00 pm are chargeable at full applicable room rate.

Payment

Prepayment

It is agreed that all bookings will be on a prepayment basis.

- Full payment is to be made **14 days** prior to the arrival date of the guests.
- For Peak season bookings, full payment is to be made **30 days** prior to the arrival date of the guests.
- In the case of last minute bookings, full payment is required to be made at the time of booking.

Payment made by Credit Card will incur bank charges, which shall be borne by the Tour Operator.

Our bank details are as follows:

Bank Name:	The Mauritius Commercial Bank Ltd.
Bank Address:	P. O Box 52, Sir William Newton Street, Port-Louis, Mauritius
Account Name:	Island Resort Limited
Account Number:	0000 11832754
Swift Code:	MCBLMUMU

The bank charges shall be borne by the Tour Operator. Payment will be accepted only in EURO.

Cancellation Charges:

A. For any reservation between 21st December, 2024 and 05th January, 2025

1. For cancellation of a reservation within 60days prior to arrival - 50% of the applicable rate for the entire period of reservation will apply.
2. For cancellation of a reservation within 30days prior to arrival- 100% of the applicable rate for the entire period of reservation will apply.

B. For any reservation between 01st November, 2024 and 20th December, 2024

C. For any reservation between 06th January, 2025 and 31st October, 2025

- Room categories of Luxury Garden View Pavilion, Luxury Ocean View Pavilion, Luxury Villa with Private Garden, Luxury Villa with Private Pool and Premier Ocean View Villa with Private Pool: Cancellations within **21 days** prior to arrival - One night applicable room rate.
- Room categories of Two Bedroom Luxury Villa with Private Pool, Presidential Ocean View Villa with Private Pool, Two Bedroom Presidential Ocean View Villa with Private Pool, Royal Ocean View Villa with Private Pool and Three Bedroom Royal Ocean View Villa with Private Pool: Cancellations within **30 days** prior to arrival - One night applicable room rate.

“No-Show” for all room categories:

- For “No-Shows” a cancellation charge of 100% of the applicable rate for the entire period of reservation will apply.



Early Departures

- Early departures will be charged 100% of applicable room charges for the entire reservation period.

General Terms & Conditions:

1. This agreement is valid from 01st November 2024 to 31st October, 2025
2. Each room can accommodate a maximum of two adults and no rates can be offered for three adults in any room.
3. These rates shall not be posted, published or in any way accessible on the internet, promotional materials unless they are packaged with other travel arrangements like transport, air travel, sightseeing etc. This applies to websites owned or managed by the operators as well as their business associate or partners.
4. During the period of the net rate agreement, there may be instances where rooms may not be available on contracted rates however; room inventory may be open on rack rate or best available rate. You may choose to apply that rate for your booking. Such reservations will be commissionable to you at 10% (Exclusive of applicable taxes and service charge) on that booked rate. Like the rest of this net rate agreement, this is applicable for Inbound International business only. Prior confirmation from the Hotel, and communication of using the rack or best available rates should be sent to the reservation team of the Hotel by email.
5. A confirmed/guaranteed reservation in the hotel cannot be substituted or transferred to any other hotel. Any amendment-cancellation in the itinerary or hotels will be treated as a fresh reservation request. In such cases, we reserve the right to review the accommodation status and the applicable rate. The above shall incur cancellation charges as applicable.
6. These rates are not transferable to third parties in any manner. In such cases the special rates offer will stand withdrawn.
7. The Tour Operator shall ensure that their employees and other authorized personnel shall keep the details of the rates and all other provisions of this agreement confidential. The Tour Operator recognizes that this General Terms and Conditions, being the Agreement, assumes that a confidential relationship exists between the Parties, both during and after the term of this Agreement, and undertakes not to reveal to any person, save with the express authorization of the Hotel, any information of a confidential nature relating to the Hotel's business this including, but not limited to, the provisions of this Agreement and any technical, financial or commercial information ("Confidential Information").
8. We reserve the right to update overseas tour operators of our pricing/ business terms from time to time.

9. The hotel reserves the right to carry out any renovation and up gradation as deemed necessary. Hotel at its absolute discretion shall make the decision and will inform the Tour Operators of any renovation in a timely manner.
10. Nothing expressed or implied is intended or shall be construed to confer upon or give any Person, other than the parties hereto any rights or remedies under or by reasons of this Agreement or any transaction contemplated by this Agreement.
11. The Hotel reserves the right to amend, modify, supplement and add any term and condition to this Agreement, which is/are in the in the interest of the Hotel and/or required for business exigencies exclusively to be determined by the Hotel from time to time.
12. This Agreement may be terminated on or prior to the term of this Agreement as follows:
 - a. By written consent of each of the party to this Agreement.
 - b. By the Hotel in the event that the Tour Operator/Travel Agent fails to fulfil any of its conditions precedent or fails to fulfil any of its obligations.
 - c. By the Hotel if an event of Bankruptcy occurs in relation to the Tour Operator/Travel Agent or there is any breach on or after the date hereof of any of the Tour Operator/Travel Agents representations and warranties.
 - d. The termination of this Agreement pursuant to (b) and (c) hereof shall be effected by the Hotel by delivering 3 (three) days prior written notice of such termination to the Tour Operator/Travel Agent.
 - e. Any notice to be served on the Tour Operator/Travel Agent shall be deemed to be sufficiently served if delivered or sent by Registered Post or via Email addressed to the Tour Operator/Travel Agent at their office or last known place of business or handed to the Tour Operator/Travel Agent in person, or delivered at the premises mentioned.
 - f. On the happening of the event as stated in clause (d) above, the obligations of the Hotel shall automatically terminate with no further act or conduct being required on the part of the Hotel.
 - g. On the happening of the event as stated in clause (d) above, the Tour Operator/Travel Agent shall be liable to compensate the Hotel for the expenses incurred in connection with the transaction contemplated in this Agreement, the delay caused to the Hotel's effort to maximize the sale of its hospitality facilities and other losses that would be incurred to the Hotel which the Tour Operator/Travel Agent acknowledge would be a reasonable pre-estimate of the damages likely to be suffered by the Hotel. The entitlement of the Hotel in this clause (g) shall not limit the Hotel's right to exercise any other rights which it may have against the Tour Operator/Travel Agent in respect of such defaults.
13. The tour operator/travel agent has fully understood the terms and conditions herein contained as also their implications after obtaining its independent legal advice. The tour operator / travel agent has executed this agreement with its freewill and without any duress. This agreement is prepared in duplicate and the acceptance of its terms is signified by the signature of the parties hereon.
14. The agreement containing the general terms and conditions means this agreement and all attached schedules and all instruments supplemental to or in amendments or confirmations of this agreements.

15. Any and all Claims, disputes, questions or controversies involving any of the parties hereto and arising out of or in connection with the Agreement, including the execution, interpretation, validity, performance, breach or termination hereof, (collectively, “Disputes”), shall be first referred for resolution in good faith to the Senior Officers of both the parties. If the matter cannot be resolved by the Senior Officers within 60 days of being referred to them, then such dispute shall be resolved by Arbitration in Mauritius in accordance with the applicable laws in Mauritius. The language of Arbitration shall be English.
16. This agreement shall be governed and interpreted by and construed in accordance with the Laws of Mauritius, without giving effect to the principles of conflict of Laws there under. Courts at Mauritius shall have exclusive jurisdiction.
17. All reservations should be directed to the below contact details:

Email address: reservations.mauritius@oberoihotels.com / Fax number: +230 2043625

Rate Parity:

If rates provided by the Hotel to the Contracted Party are offered on any direct to consumer website (“B2C Website”), the Contracted Party shall ensure that such rates are adequately marked-up so that the same are in parity with Hotel Website. In the event the rates supplied by the Contracted Party to any B2C Website, either directly or through its affiliates, are found to be not in parity with rates appearing on the Hotel Website, the Contracted Party shall

- (a) reimburse all sums demanded from or paid by the Hotel to the guest for violation of best rate guarantee offered on the Hotel Website,
- (b) reimburse all charges incurred by the Hotel in connection with making a test booking / reservation by the Hotel on such B2C Website, and
- (c) ensure that such rates are withdrawn from such website within twenty-four (24 hours) of its notification by the Hotel to the Contracted Party.

In the event such rates are not withdrawn from the B2C Website within the time specified above, then without prejudice to any other right of the Hotel, whether under the Agreement or otherwise (including without limitation, the right to terminate the Agreement), The Hotel shall be entitled to levy a charge equivalent to 25% of the rates offered to the Contracted Party under the Agreement, on all bookings until the time such rates are withdrawn.



Promotional Material

We would be pleased to provide you with the Hotel's brochure together with a copy of our fact sheet.

Kindly use exclusively the material provided by the Hotel. All photographs, images or logos of the Hotel used for any promotional material have to be in line with the standard format according to the corporate identity of Oberoi Hotels & Resorts. These images should not be edited or altered.

To maintain the corporate standards of Oberoi Hotels & Resorts, the contracted party has to ensure that the Hotel is always listed as 'The Oberoi Beach Resort, Mauritius', and that it is rated as five-star luxury hotel with no exception.

Brochure Specifications

In our continuous effort to maintain the brand integrity of the hotel, it is kindly requested that proof of any printed material using our name, imagery and/or logo be made available to us prior to print. This will ensure that, for our mutual benefit, the hotel is represented factually correct and that the name, imagery and/or logo are in keeping with our corporate guidelines.

Force Majeure

- If either party is directly or indirectly affected by a Force Majeure Event, it shall promptly notify the other party, as soon as reasonably practicable but in any event within three (3) calendar days after becoming aware of the commencement of the relevant event, of the nature and the extent of the circumstances in question.
- Other than in respect of payment obligations under this net rate agreement, neither party shall be deemed to be in breach of the agreement or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under the agreement to the extent that the delay or non-performance is entirely due to a Force Majeure Event.
- Where a party claims a Force Majeure Event, the other party shall be entitled to terminate the net rate agreement where the Force Majeure Event prevents performance for thirty(30) calendar days or more.
- If at any time the contracted party claims a Force Majeure Event in respect of its obligations under the net rate agreement, then The Oberoi Beach Resort, Mauritius shall be entitled to offer the contracted party's 'Allocation' to other contracted partners.
- Before exercising its right of termination under this clause, the party requesting termination shall negotiate in good faith with the other party to reach an agreement on the continued performance of the contract. Neither party shall be entitled to claim a Force Majeure Event for any actions or circumstances caused by the party's own fault or negligence.



Return of Net Rates Agreement

Please note that the conditions laid out in this agreement are not valid unless a signed copy has been returned to the hotel within 10 days of the contract date.

X

Mr. Aditya Vikram Pandey
General Manager

X

Date & Stamp

X *Alessandra Girardi*

Name & Job Title Alessandra Girardi / Product Director
Company Name NUBA EXPEDICIONES S.L

X

Date & Stamp 19 April 2024

Accounting Contact of Company:

Name: Juan Poblador

Position: Account Department

Email: juan.poblador@nuba.com

Fax: N/A



The Oberoi
BEACH RESORT
MAURITIUS
VALUE ADDED OFFERS

**VALUE ADDED OFFER – WEDDING, HONEYMOON & LANDMARK ANNIVERSARIES
– All year round**

- 5% additional discount for stays from 5 nights onwards.
- Couples celebrating their Honeymoon, Wedding or Landmark Anniversary will receive a three course candlelit dinner for two (food only) once during the stay along with a honeymoon turndown on the second night of their stay including one bottle of wine.
- Minimum stay of 5 nights.
- Honeymoon specials are applicable for stays in a 6 months' period of the ceremony.
- Proof of authenticity is required upon booking.
- Applicable to all room categories.
- Combinable with the Early Bird Discount.
- Code: TF-NEUHM

STAY OFFER – All year round

- 5% additional discount for stay between 4 nights to 09 nights
- 10% additional discount for stays from 10 nights onwards.
- Applicable to all Room Categories.
- Combinable with the Early Bird Discount.
- Code: TF-NEUESR5 & TF-NEUESR10

EARLY BIRD OFFER – All year round

- 25% discount on Net rates on BB Basis for bookings made 120 or more days.
- 20% discount on Net rates on BB Basis for bookings made 90 days in advance.
- 15% discount on Net rates on BB Basis for bookings made 45 days in advance.
- 10% discount on Net rates on BB Basis for booking made between 44 days and arrival date.
- Code: TF-NEU25%, TF-NEU20%, TF-NEU15% & TF-NEU10%

Offers – Terms and Conditions

- Landmark wedding anniversaries are the fifth or subsequent landmark anniversary at 5-year intervals.
- Verification is required for honeymoon and landmark anniversary stays. Marriage certificates should not be more than 12-months-old.
- All of the above Value Added Offers are on breakfast basis only.
- The Reservation Codes provided by The Oberoi Beach Resort, Mauritius should be mentioned on the reservation request.
- Any discrepancy from the offer booked and confirmed should be clarified within 48 hours of making the reservation.
- The hotel confirmation letter stands as the final confirmation letter of the offer used.