

STANDARD TOUR OPERATORS CONTRACT 2025

Valid from 6 January 2025 – 5 January 2026 and entered into by and between : Indian Ocean Eco Islands Limited on behalf of the Azura Retreats group of companies and your Company

Company Name	
Represented by (Name):	
Company Registration Number	
(Hereinafter referred to as the Tour Operator)	

1. GENERAL

- 1.1 The Tour Operator acts as the agent for its clients (the guests) from time to time and wishes to engage with Azura Retreats to make bookings at the Azura Retreats Hotels from time to time on behalf of guests.
- 1.2 The Tour Operator shall be entitled to make bookings with Azura Retreats and may be entitled to any agreed discount on the published rack rates from time to time, subject to the terms and conditions contained in this agreement and provided that the Tour Operator complies with all the provisions of this agreement.
- 1.3 Discounts on the rack rates will be communicated in writing from time to time by Azura Retreats.
- 1.4 This agreement becomes effective only after receipt and approval by Azura Retreats of a duly signed copy hereof. The agreement shall be valid only for the period stated on the face of the agreement, whereafter the agreement shall lapse and be of no further force or effect save for any residual disputes that may have arisen during the validity of the agreement.
- 1.5 This agreement and its interpretation shall be subject to the laws of Jersey and all parties consent to the applicable jurisdiction of the Jersey Courts to determine any dispute that may arise between the Tour Operator and Azura Retreats.
- 1.6 The Tour Operator shall be responsible for all communication with its client, the guest, until such time as the guest arrives at the Azura Retreats Hotel and the Tour Operator shall ensure that it conveys all applicable terms and conditions of the booking as well as the relevant terms and conditions contained in this agreement that applies to the prospective guest before a booking is made with Azura Retreats. All terms contained in this agreement shall be deemed to have been disclosed to the guest by the Tour Operator and are agreed to by the Tour Operator on behalf of the guest. Azura Retreats accepts no responsibility whatsoever in the event that the Tour Operator fails to comply with its obligations in this regard.
- 1.7 Credit arrangements between Azura Retreats and the Tour Operator are on application only. Where no credit facility exists, all reservations shall be settled in full on the pre-payment basis by no later than 45 days before the commencement of the reservation.
- 1.8 All rates apply to both group and free independent traveller (FIT) reservations, are quoted per person per night per the schedule attached, in United States Dollars and are nett rates in respect of the accommodation and ancillary products and services included and indicated as such on the rate sheets. For the purposes of clarity, transfers such as helicopter transfers and/or boat transfers are not commissionable and may not be included in the nett rates on the rate sheet.
- 1.9 Rates inclusions and exclusions are as specified on rate sheets.

- 1.10 Rates and terms are subject to change at the discretion of Azura Retreats. All activities and inclusions are subject to availability.
- 1.11 Extras consumed at the hotel are quoted for in USD and are payable in local currencies and are subject to the sales taxes such as value added tax (VAT), tourism levies and any other government tax applicable in the relevant jurisdiction.
- 1.12 A Single Supplement (where the room is used by one guest only) shall incur a 50% surcharge. No single occupancy of Villa Amizade or Presidential Villa is permissible.
- 1.13 The Presidential Villa sleeps 6 people at the rate on the rate sheet. A maximum of two extra beds can be added at an additional charge per adult as is indicated on the rate sheet. Two additional children stay for free.
- 1.14 The Villa Amizade sleeps 4 people at the rate on the rate sheet. One (1) additional adult can be accommodated at an additional charge equal to the Infinity Beach Villa per person sharing rate and one (1) additional child between the ages of 0-16 years, which child can stay for free.
- 1.15 Check-in time is from 14:00. Rooms must be vacated by 10:00 for the convenience of arriving guests. Late departure times can be arranged at the hotel, subject to availability of rooms.

2. BOOKING POLICY

- 2.1 A reservation made by a Tour Operator will be held for 7 days (Hold reservation), whereafter it will be automatically released. Shorter hold periods may apply for last minute bookings, which will be advised accordingly.
- 2.2 In order to convert the Hold reservation to a provisional booking, Azura Retreats requires confirmation in writing by way of email.
- 2.3 The Tour Operator/Agent will only confirm a booking once a deposit has been received towards the booking. Should the Tour Operator/Agent take it upon themselves to confirm a booking without a form of deposit, they as the Tour Operator/Agent will be liable for cancellation fees applied as per below in section 2.4.
- 2.4 Once a Confirmation pro-forma invoice has been issued, the normal terms and cancellation penalties are applicable (see below for details).
- 2.5 On written request, Azura Retreats can extend the Hold reservation for up to another 7 days.
- 2.6 A deposit of 30% of the total due amount is required within 14 calendar days from the date upon which the booking was confirmed.
- 2.7 Full pre-payment is required 45 calendar days prior to arrival date, failing which the reservation shall lapse and the deposit shall be forfeited.
- 2.8 Where no credit facility exists, the total invoiced amount must be pre-paid no less than 45 days prior to arrival.
- 2.9 Bookings will be automatically released if payments are not received as per 2.5 and 2.6. Where a deposit was received and no payment is made in terms of 2.7, it shall be deemed that the reservation has been cancelled and the cancellation policy shall be applicable.
- 2.10 Any booking made for the period between 22 December and 5 January each year must be a minimum of 5-night stay and requires a 50% deposit to secure the booking.
- 2.11 Group bookings are required to pay a 50% deposit for confirmation of the reservations, which applies to groups of 10 persons and more.

3. CANCELLATION POLICY

- 3.1 Azura Retreats reserves the right to cancel bookings without notice where payment has not been received timeously and to charge the cancellation fees in accordance with the cancellation policy of Azura Retreats. If the cancellation charge is not paid over Azura Retreats reserves the right to apply the charge to another booking where payment has been received.
- 3.2 Azura Retreats reserves the right to charge the following cancellation fees, should a confirmed booking be cancelled in addition to the cancellation fees that may become payable in terms of 3.1 above:
- 3.3 30% of total amount (or the deposit paid) will be forfeited, if cancelled more than 84 calendar days (12 weeks) prior to arrival.
- 3.4 50% of total amount will be forfeited, if cancelled between 42-84 calendar days (6 to 12 weeks) prior to arrival.
- 3.5 100% of total amount will be forfeited, if cancelled less than 42 calendar days (6 weeks) prior to arrival.
- 3.6 All guests shall settle their hotel accounts for extras in full prior before departure. Extras consumed at the hotel, excursions or additional services that are excluded on the rate sheets, are charged in US Dollars and are payable in local currencies. Such charges are subject to such taxes as may be imposed in the jurisdiction where the Azura Retreats Hotel is situated.
- 3.7 No refund will be given to a guest leaving prior to booked departure date or in the event that the accommodation becomes unavailable due to an act of God or other event outside of the reasonable control of the Azura Retreats Hotel such as fire, adverse weather conditions, terrorism, pandemic, industrial dispute, war or political instability.

4. CHILD POLICY

- 4.1 Azura Retreats promotes a relaxing stay for our guests in a tranquil country environment, Children are welcome at Azura, but guest privacy must be respected, and undue disturbance of other guests inappropriate. Young children should dine earlier or in the villa.
- 4.2 Villa Amizade & Presidential Villa are particularly suited for families. The Presidential Villa accommodates 6 persons at published rate. Two additional children (up to 16 years of age) sharing with adults can be accommodated free of charge.
- 4.3 The Villa Amizade sleeps 4 people at the rate on the rate sheet. One (1) additional adult can be accommodated at an additional charge equal to the Infinity Beach Villa per person sharing rate and one (1) additional child between the ages of 0-16 years, which child can stay for free.
- 4.4 Azura Benguerra children policy: Children 17 years and over pay full price. Children 9-16 years in their own villa pay 90% of adult rate (min 2 children). Children 6-16 years sharing a bedroom with 2 adults pay 50% of the adult rate. Children 0 - 5 years sharing bedroom with 2 adults stay free of charge when sharing with parents.

5. BANKING DETAILS

5.1 For Azura Benguerra

Payee: Indian Ocean Eco-Islands Ltd (note NOT Azura)

Beneficiary Bank: Barclays Wealth

Address: Jersey, Channel Islands, United Kingdom

Beneficiary Account Number: 88025400

SWIFT: BARCGB22

IBAN: GB62 BARC 2045 0588 0254 00

Via USA correspondent bank: BARCUS33

5.2 Due to local legislation, all funds paid into these accounts, must have the following details: Remitter's name, address and account number.

5.3 Bank charges are for the account of the payee and the full amount due must be paid without any deductions whatsoever. Any shortfall in the amount received by Azura Retreats, whether it arose as a result of costs, expenses or charges levied by the paying or receiving bank, currency conversion or any other reason, shall constitute short payment, It is the obligation of the Tour Operator to ensure that the full amount has been paid and has been received by Azura Retreats.

5.4 When making payment – please use the reservation number and “Azura Benguerra Island” as a reference number on the transfer and ensure that the payments are made into the correct bank account as stipulated above.

5.5 A deposit slip/ proof of payment must be emailed to reservations@azura-retreats.com.

5.6 No payments into any other bank account shall be accepted unless it is made on the written request of Azura Retreats and is approved by the Managing Director of Azura Retreats.

6. HEALTH AND SAFETY

6.1 Azura Retreats accepts no liability for any injury, death, losses or damages (direct or consequential) arising out of any attempted booking or booking or as a result of the use of any of the facilities, services, transfers or activities offered at any of the Azura Retreats hotels or by any of the agents or operators appointed or nominated by Azura Retreats and the guest and the Tour Operator indemnifies Azura Retreats against any such injury, death, losses or damages (direct damages or consequential damages) suffered by any guest as a result of the engagement with Azura Retreats, their employees, contractors, assigns or any third party whatsoever, but excluding any such damages or losses that arose as a result of the gross negligence of Azura Retreats their employees, contractors or assigns.

6.2 The Azura Retreats hotels are situated in remote areas and it is often not easy to obtain specialised medical treatment at short notice and accordingly the Tour Operator shall advise guests with health issues or special medical needs to consult their medical practitioner before making any booking. Guests shall be responsible to bring their own medication and to ensure that sufficient quantities are available for the duration of their stay at the Azura Retreats hotel. Where a guest needs medical testing before onward travel Azura Retreats accepts no responsibility for the timing of the test and the results being received in time.

6.3 The Tour Operator shall inform the guest that the booking is conditional upon the guest's signature of the prescribed indemnity at the particular hotel. All guests will be required to sign the following indemnity agreement (or similar indemnity) on arrival at the hotel. (This is compulsory and is signed when signing the registration card):

"I agree that I assume all risks of any nature whatsoever associated with my visit to "Azura Benguerra or Azura Marlin Beach" ("the Hotel") and my participation in any activities during or relating to my visit, including but not limited to helicopter transfers, light aircraft transfers or other ways of transfer to and from the Hotel; the consumption of any food or beverages; any land or water based activities which I may undertake (including without limitation, any activities on or by foot, vehicle, boat, helicopter or other means, and including activities such as dhow sailing, kayaking, fishing, island hopping, island drives and walks, horse riding, swimming, scuba diving and snorkelling;

I acknowledge that I am aware that the Hotel is situated within a marine national park and therefore there may be associated risks, hazards and dangers involved to which I may be subjected, including but without limitation land and waters inhabited by dangerous and/or poisonous reptiles, insects, plants and animals;

I do hereby, for myself, my heirs, executors and assigns, indemnify and hold harmless Indian Ocean Eco-Islands Ltd, Gabriel's Eco Islands Limitada, Archipelago das Quirimbas Limitada, trading as "Azura Benguerra or Azura Quilalea" its employees, agents and representatives (collectively the "Indemnified Parties") against all and any claims, losses and/or damages, which may be made against the Indemnified Parties or which I may suffer or sustain, arising out of or in connection with me travelling to/from by air, boat, or any land arrangements made by Azura Retreats or any agent or service provider used by Azura Retreats, staying at or visiting the Hotel or using any equipment related to or ancillary to the Hotel, or participating in any event, excursion or activity related to my stay at the Hotel, or which may have been arranged by or through any of the Indemnified Parties.

I agree that without limiting the generality of the aforementioned paragraphs of this indemnity, it shall extend to and cover all and any claims, losses and damages in respect of any death, disability or injury; delays, loss of earnings or property; and whether or not such claims, losses or damages arise from the negligence, gross negligence, carelessness or any other act or omission, of the Indemnified Parties or from any other cause whatsoever, and whenever arising.

I acknowledge that I have read and understood the contents of this document and appreciate its implications and that I am bound thereby. This indemnity shall be governed and interpreted by the substantive laws of the country within which the Hotel is situated."

7. PLEASE NOTE

- 7.1 It is imperative that the Tour Operator checks and confirms the guest's bed configuration requirements before arrival. 3 Beach Villas, 2 Luxury Beach Villa, 2 Infinity Beach Villas, the 2nd bedrooms from Villa Amizade and the Presidential Villa at Azura Benguerra, can be used as twin rooms upon request.
- 7.2 Mozambique is a malaria area and suitable prophylactics are advised. Guests shall be responsible to avail themselves of the need for any other immunisation such as Yellow Fever immunisation before embarking on any trip to an Azura Retreats Hotel. Tour Operators are responsible to advise their clients to visit a travel clinic to ensure that the necessary immunisations are obtained timeously before visiting any of the Azura Retreats Hotels.
- 7.3 In the event that Helicopter transfers in Mozambique are not available for any reason, alternative transfers will be arranged by fixed wing aircraft and boat at the discretion of the Azura Retreats. Fixed wing transfers may be more expensive, no refund will be due in any circumstances.
- 7.4 Transfers are managed by 3rd parties, are subject to their own terms and conditions and Azura Retreats cannot be held responsible for any change in transfer arrangements or failure to provide their service. Rates for transfers are subject to change without notice for reasons outside of Azura Retreats' control.
- 7.5 Azura Retreats recommends that all guests take out suitable travel insurance. In the event of a force majeure event, flight delay or other event causing a delay in their arrival or cancellation of their stay, Azura Retreats will not be held responsible and full payment will still be required regardless of whether a guest had to stay for longer or could not reach the Hotel timeously.
- 7.6 Should the property or villa type selected be unavailable for any reason, Azura reserves the right to transfer the guest to alternative accommodation of a similar standard.
- 7.7 Azura reserves the right to take photographs and videos of guests during their time with us and re-use such material for promotional and other purposes.
- 7.8 Azura reserves the right to amend rates, terms and conditions at any time without notice.
- 7.9 You agree to provide Azura reservations with a fully completed PAQ (Pre arrival questionnaire) with the required information pertaining to the traveling guests that will assist us to manage their individual needs and requirements.
- 7.10 You agree that by receiving a contracted STO agreement, you will include Azura Benguerra Island in your social media platforms, website, promotions and newsletters to your clients or agents you work with, numerous times a year.
- 7.11 You agree to have Azura retreats visit your offices, to conduct product training and property updates as well as meet your team. If personal visits are not possible you agree to an online Zoom or Teams meeting twice in a calendar year so we can update you and have strategic conversations to help grow the brand.

8. IMPORTANT

- 8.1 Failure on the part of the Tour Operator to comply timeously or at all with any of the terms and conditions herein contained, shall entitle Azura Retreats, in its sole discretion, regardless of booking requirements and/or payments already received, to cancel and refuse to accept the Tour Operator's booking in respect of any group or individual in question, unless satisfactory alternative arrangements are made by the Tour Operator which alternative arrangements are accepted in writing by Azura Retreats.
- 8.2 It is to be noted that this agreement is between Azura Retreats and the Tour Operator. The Tour Operator shall therefore not be entitled to any leniency or indulgence in the event that the guests do not perform their obligations to the Tour Operator timeously or at all. Azura Retreats shall be entitled to hold the Tour Operator liable jointly and severally with any guest for any damage suffered as a result of the reservation or the cancellation of the reservation.

8.3 This agreement shall endure in respect of reservations made for the period between 6 January 2025 – 5 January 2026 and shall be subject to early cancellation by either party at its sole discretion by means of a written notice of no less than 30 calendar days to the other party, which notice shall specify the date on which the dispatching party intends to cancel this agreement.

9. AGREEMENT FOR STO 2025 RATES

Please sign this contract below within 7 days of receiving the contract. Send this last page back to us on reservations@azura-retreats.com or confirm by following the instructions using the link sent with the rates.

9.0 I hereby confirm I have read and accept all terms relating to the information within the pages of this contract. I confirm I am representing my company and when I sign, I acknowledge that I act on behalf of my company and this means they will adhere to and will be bound to the terms and conditions set out within the contract.

Signed on _____ day of _____ 20____

Signed at _____

Company Name: _____

Signed by: Full Name: _____

Signature: _____

Witness name and Signature: _____