

<b>CONTRACT valid over period 01.11.24 TO 09.01.26 between:</b>  <b>HOTEL: PORT LAUNAY RESORT LTD hereafter referred to as</b> <b>CONSTANCE EPHELIA SEYCHELLES</b> <b>PORT LAUNAY</b> <b>MAHE, SEYCHELLES</b>	<b>Phone : (+ 230) 402 2600</b> <b>Fax : (+ 230) 415 1082</b> <b>E-mail : <a href="mailto:mkt@constancehotels.com">mkt@constancehotels.com</a></b>
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**Whereas “Port Launay Ltd ” trading under the name of Constance Ephia Seychelles is managed by CONSTANCE HOSPITALITY MANAGEMENT LTD**

<b>AND TOUR OPERATOR (registered company name &amp; address):</b>  Nuba Expediciones  Calle Velázquez 100, 3º Izq.  28006 – Madrid, Spain  <b>TOUR OPERATOR’S TRADE NAME &amp; BILLING ADDRESS (please specify):</b>	<b>Phone: (+34) 91 7454745</b>  <b>E-mail: <a href="mailto:silvia@nuba.net">silvia@nuba.net</a></b>  <b>National Registration Number:</b>  <b>VAT Number:</b>
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**SEASON 2025 – CONFIDENTIAL TOUR OPERATOR RATES - VALIDITY: 01.11.24 – 09.01.26**

PERIOD	01.11.24 – 22.12.24		23.12.24 – 09.01.25		10.01.25 – 07.05.25		08.05.25 – 30.06.25		01.07.25 – 31.10.25		01.11.25 – 22.12.25		23.12.25 – 09.01.26	
	SINGLE	DOUBLE	SINGLE	DOUBLE	SINGLE	DOUBLE	SINGLE	DOUBLE	SINGLE	DOUBLE	SINGLE	DOUBLE	SINGLE	DOUBLE
<b>JUNIOR SUITE</b>	530	315	930	465	570	335	520	310	600	350	570	335	950	475
<b>SENIOR SUITE</b>	600	350	1050	525	650	375	600	350	680	390	650	375	1100	550

EXTRA PERSON RATES AND CONDITIONS						FULL BOARD SUPPLEMENT (incl of Lunch and Dinner)			
<b>CHILDREN</b> In separate Suite (under 18 years - either single or double) % discount applicable on HB adult rates		<b>EXTRA PERSON (CHILDREN &amp; ADULT )</b> Maximum one per suite (child only) in Junior suite. Maximum one per suite (child or adult) or two children under 07 years old in Senior suite.				Supplement per person per night			
01.11.24 – 09.01.26	10% discount on adult rate.		<b>Child 00– 06 yrs</b>	<b>Child 7 – 12 yrs</b>	<b>13 yrs &amp; above</b>		<b>Child 00– 06 yrs</b>	<b>Child 7 – 12 yrs</b>	<b>13 yrs &amp; above</b>
		01.11.24 – 09.01.26	F.O.C	75	90	01.11.24 – 09.01.26	F.O.C	25	45
Note: child as from 13 yrs. are considered as adults						<b>*Remarks:</b> Guests are entitled to lunch at “Helios” (buffet) or “Seselwa” (A la Carte), or Adam & Eve” (A la Carte) or” Cyann” (A la carte with an option on 2 Starters, 2 Main course and 1 Dessert). <b>*Remarks:</b> Guests are entitled to dinner at “Corossol” (buffet), “Helios” (A la Carte), “Seselwa” (A la carte), “Adam & Eve” (A la carte), “Cyann” (A la carte) with a food credit SCR 400 per adult and SCR 200 per children (7-12yrs) per day. Food credit is non-cumulative and not transferrable.			
<b>Above rates quoted in EURO are net, per person per night inclusive of HALF BOARD (breakfast buffet &amp; dinner), service and tax.</b> <b>Rates include land and water sports facilities as per hotel fact sheet.</b> <b>The hotel reserves the right to revise the rates in case of a tax increase or in case of introduction of new taxes.</b>									

**SEASON 2025 - CONFIDENTIAL TOUR OPERATOR RATES - VALIDITY: 01.11.24 – 09.01.26**

PERIOD	01.11.24 – 22.12.24	23.12.24 – 09.01.25	10.01.25 – 07.05.25	08.05.25 – 30.06.25	01.07.25 – 31.10.25	01.11.25 – 22.12.25	23.12.25 – 09.01.26
<b>FAMILY VILLA (2 bedrooms) with private pool</b>	1350	2500	1450	1400	1450	1450	2600
<b>FAMILY VILLA (3 Bedrooms) with private pool</b>	1700	3200	1800	1750	1800	1800	3300
<b>BEACH VILLA (1 bedroom) with private pool</b>	1200	2200	1250	1200	1250	1250	2200
<b>BEACH VILLA (2 Bedrooms) with private pool</b>	1700	3200	1800	1750	1800	1800	3300
<b>HILLSIDE VILLA (1 bedroom) with private pool</b>	1700	3200	1800	1750	1800	1800	3300
<b>HILLSIDE VILLA (2 bedrooms) with private pool</b>	2200	3700	2250	2200	2250	2250	4000
<b>PRESIDENTIAL VILLA (3 bedrooms) with private pool</b>	6000	8500	6000	6000	6000	6000	9000

EXTRA PERSON (CHILDREN) (only applicable in Family Villa 3 bedrooms with private pool and Beach Villa 1 and 2 bedrooms with private pool) Family Villa (3 bedrooms) with private pool : maximum 1 extra person (child in master bedroom) Beach Villa (1 bedrooms) with private pool : maximum 1 extra person (child) in the villa. Beach Villa (2 bedrooms) with private pool : maximum 2 extra persons (children) – 1 child in each room			HALF BOARD SUPPLEMENT (incl of Dinner only) Supplement per person per night				FULL BOARD SUPPLEMENT (incl of Lunch and Dinner) Supplement per person per night			
	Child 00 – 06 yrs	Child 07 – 12 yrs		Child 00– 06 yrs	Child 7 – 12 yrs	13 yrs & above		Child 00– 06 yrs	Child 7 – 12 yrs	13 yrs & above
01.11.24 – 09.01.26	F.O.C	75	01.11.24 – 09.01.26	F.O.C	35	65	01.11.24 – 09.01.26	F.O.C	60	110

**\*Remarks:**  
Guests are entitled to dinner at “Corossol” (buffet), “Helios” (A la Carte), “Seselwa” (A la carte), “Adam & Eve” (A la carte), “Cyann” (A la carte) with a food credit SCR 400 per adult and SCR 200 per children (7-12yrs) per day. Food credit is non-cumulative and not transferrable.

**\*Remarks:**  
Guests are entitled to lunch at “Helios” (buffet) or “Seselwa” (A la Carte), or Adam & Eve” (A la Carte) or” Cyann” (A la carte with an option on 2 Starters, 2 Main course and 1 Dessert).  
**\*Remarks:**  
Guests are entitled to dinner at “Corossol” (buffet), “Helios” (A la Carte), “Seselwa” (A la carte), “Adam & Eve” (A la carte), “Cyann” (A la carte) with a food credit SCR 400 per adult and SCR 200 per children (7-12yrs) per day. Food credit is non-cumulative and not transferrable.

Above rates quoted in EURO are net, per VILLA per night inclusive of BED & BREAKFAST, service and tax- 2 persons in the 1-bedroom villas with private pool and 4 persons in the 2 bedrooms villas with private pool and 6 persons in 3 bedrooms villas with private pool.

These rates include land and water sports facilities as well as other activities as per hotel factsheet. The hotel reserves the right to revise the rates in case of a tax increase or in case of introduction of new taxes.

**ADDITIONAL NOTES ON RATES AND OFFERS**

The rates and offers given in this contract over period **01.11.25 until 09.01.26** are only indicative rates and offers (excluding tactical offer). The management reserves the right to modify these rates and offers when issuing the new contract. Bookings already confirmed with these rates and offers prior to the issuance of the new contract will be honored. Any bookings taken for stays between **10.01.26 until 31.10.26**, the rates of the actual contract over the same period in **2025** will apply until the new contract is issued.

## CAPACITY CHART

SUITE/VILLA TYPE	CAPACITY
<b>JUNIOR SUITE</b>	2 adults + 1 extra person (child less than 13 yrs.) + 1 baby (child less than 2 yrs.)
<b>SENIOR SUITE</b>	2 adults + 1 extra person (child less than 13 yrs. or adult) + 1 baby (child less than 2 yrs.) or 02 adults + 02 children ( less than 7 yrs.)
<b>FAMILY VILLA (2 bedrooms) with private pool</b>	4 adults OR 2 adults + 2 children (less than 13 yrs.) + 1 baby (child less than 2 yrs.)
<b>FAMILY VILLA (3 bedrooms) with private pool</b>	6 adults + 1 extra person (child less than 13yrs - in master bedroom only) + 1 baby (child less than 2 yrs)
<b>BEACH VILLA (1 bedroom) with private pool</b>	2 adults + 1 extra person (child less than 13yrs on sofa bed only ) + 1 baby (child less than 2 yrs)
<b>BEACH VILLA (2 bedrooms) with private pool</b>	4 adults + 2 extra persons (child less than 13 yrs.) + 1 baby (child less than 2 yrs.)
<b>HILL SIDE VILLA (1 bedroom) with private pool</b>	2 adults
<b>HILL SIDE VILLA (2 bedrooms) with private pool</b>	4 adults
<b>PRESIDENTIAL VILLA with private pool</b>	6 adults

## GENERAL CONDITIONS

- Extra person (child) - less than 13 yrs. max 1 in Junior Suite and 1 in Senior Suite are available only if child shares double suite with two paying adults.
- Extra person (children) - between 0-6 yrs. max 2 in Senior Suite are available only if child shares double suite with two paying adults.
- Two children aged between 07 and 12 years traveling with two adults must book two double Junior suites or Senior suites. The children cannot be booked as one extra person sharing a single room.
- Single adult with one child (between 0-6 yrs.): should be charged as single adult rate plus child FOC. Applicable in Junior suite and Senior suite.
- Single adult with one child (between 7-12 yrs.): should be charged as double adult rate. Applicable in Junior suite and Senior suite.
- Single adult with two children (both between 0-6 yrs.): should be charged as single adult rate plus 2 children FOC. Applicable in Junior suites or Senior suites.
- Single adult with two children (both between 7-12 yrs.): should be charged as double adult rate plus 1 extra person (child rate) – Children Special Offer (whenever applicable) applies only to the extra person (child) Applicable in Junior suites or Senior suites.
- Single adult with two children (one between 0-6 and one between 7-12 yrs.): should be charged as double adult rate plus one child (0-6yrs) FOC. Applicable in Junior suite and Senior suite.
- A maximum of one extra person (Adult) can be accommodated when sharing a double Senior suite with two paying adults.
- Children aged 13 years and above are considered as adults for that purpose. Children aged between 00 - 02 years are considered as babies for that purpose.
- Villas: please refer to above capacity chart.

## ALLOTMENT

VALIDITY	01.11.24 – 22.12.24	23.12.24 – 09.01.25 & 23.12.25 – 09.01.26	10.01.25 – 22.12.25
<b>JUNIOR SUITE</b>	<b>Sell &amp; Report Basis</b>	<b>Sell &amp; Report Basis</b>	<b>Sell &amp; Report Basis</b>
<b>SENIOR SUITE</b>	<b>Sell &amp; Report Basis</b>	<b>Sell &amp; Report Basis</b>	<b>Sell &amp; Report Basis</b>
<b>FAMILY VILLA (2 bedrooms) with private pool</b>	On request	On request	On request
<b>FAMILY VILLA (3 bedrooms) with private pool</b>	On request	On request	On request
<b>BEACH VILLA (1 bedroom) with private pool</b>	<b>Sell &amp; Report Basis</b>	<b>Sell &amp; Report Basis</b>	<b>Sell &amp; Report Basis</b>
<b>BEACH VILLA (2 bedrooms) with private pool</b>	<b>Sell &amp; Report Basis</b>	<b>Sell &amp; Report Basis</b>	<b>Sell &amp; Report Basis</b>
<b>HILL SIDE VILLA (1 bedroom) with private pool</b>	On request	On request	On request
<b>HILL SIDE VILLA (2 bedrooms) with private pool</b>	On request	On request	On request
<b>PRESIDENTIAL VILLA with private pool</b>	On request	On request	On request

**GENERAL APPLYING TO SELL & REPORT**
**SELL & REPORT:**

1. All bookings in Junior Suites, Senior Suite, Beach Villa (1 bedroom) with private pool & Beach Villa (2 bedrooms) with private pool will automatically be on a sell & report basis
2. All bookings in the other room category will be on a request basis
3. The Hotel reserves the right to apply **STOP SALES** or **SALES ON REQUEST** booking conditions with prior notice by fax or e-mail.
4. In cases where a Stop Sales is applicable, the sale will be done on request basis.
5. Bookings must be made in writing either by e-mail or fax addressed to:

**Head Of Reservations (Seychelles)- Constance Hotels & Resorts. Tel: (230) 402 2773/94/77 – Fax: (230) 402 2616 – Email: [reservations@constancehotels.sc](mailto:reservations@constancehotels.sc)**

**CANCELLATION POLICY (JUNIOR SUITES AND SENIOR SUITES)**

In case of cancellation prior to arrival date	Cancellation charges
<b>For bookings covering period 01.11.24 to 22.12.24 incl. &amp; 10.01.25 to 22.12.25 incl.</b> *Cancellation made between 12 and 07 days prior to arrival *Cancellation made between 06 and 3 days prior to arrival *Cancellation made between 02 and 0 days prior to arrival and for all no-shows	50% of total stay 75% of total stay 100% of total stay
<b>For bookings covering period 23.12.24 to 09.01.25 incl. &amp; 23.12.25 to 09.01.26 incl.</b> *Cancellation made between 01.12.24 – 22.12.24 incl. and 01.12.25 – 22.12.25 incl. *Cancellation made between 23.12.24 – 09.01.25 incl. and 23.12.25 – 09.01.26 incl.	75% of total stay 100% of total stay
In case of cancellation after arrival date	Cancellation charges
<b>For bookings covering period 01.11.24 – 09.01.26 incl.</b>	100% of remaining nights

**CANCELLATION POLICY (ALL VILLA CATEGORIES) – EXCEPT HILLSIDE VILLA with private pool & PRESIDENTIAL VILLA with private pool**

In case of cancellation prior to arrival date	Cancellation charges
<b>For bookings covering period 01.11.24 to 22.12.24 incl. &amp; 10.01.25 to 22.12.25 incl.</b> *Cancellation made between 21 and 12 days prior to arrival *Cancellation made between 11 days and 3 days prior to arrival *Cancellation made between 02 and 0 days prior to arrival and for all no-shows	50% of total stay 75% of total stay 100% of total stay
<b>For bookings covering period 23.12.24 to 09.01.25 incl. &amp; 23.12.25 to 09.01.26 incl.</b> *Cancellation made between 01.12.24 – 22.12.24 incl. and 01.12.25 – 22.12.25 incl. *Cancellation made between 23.12.24 – 09.01.25 incl. and 23.12.25 – 09.01.26 incl.	75% of total stay 100% of total stay
In case of cancellation after arrival date	Cancellation charges
<b>For bookings covering period 01.11.24 – 09.01.26 incl.</b>	100% of remaining nights

**CANCELLATION POLICY APPLICABLE FOR HILLSIDE VILLA with private pool**

In case of cancellation prior to arrival date	Cancellation charges
<b>For bookings covering period 01.11.24 to 22.12.24 incl. &amp; 10.01.25 to 22.12.25 incl.</b> *Cancellation made between 21 and 12 days prior to arrival *Cancellation made between 11 and 3 days prior to arrival *Cancellation made between 02 and 0 days prior to arrival and for all no-shows	50% of total stay 75% of total stay 100% of total stay
<b>For bookings covering period 23.12.24 to 09.01.25 incl. &amp; 23.12.25 to 09.01.26 incl.</b>	<b>Please refer to General Conditions under Payment section number 6.</b>
In case of cancellation after arrival date	Cancellation charges
<b>For bookings covering period 01.11.24 – 09.01.26 incl.</b>	100% of remaining nights

**CANCELLATION CONDITIONS APPLICABLE FOR PRESIDENTIAL VILLA with private pool**

In case of cancellation prior to arrival date	Cancellation charges
<b>For bookings covering period 01.11.24 to 22.12.24 incl. &amp; 10.01.25 to 22.12.25 incl.</b> *Cancellation made between 60 and 31 days prior to arrival. *Cancellation made between 30 and 00 days prior to arrival, on arrival day and for all no-shows.	50% of total stay 100% of total stay
<b>For bookings covering period 23.12.24 to 09.01.25 incl. &amp; 23.12.25 to 09.01.26 incl.</b>	<b>Please refer to General Conditions under Payment section number 6.</b>
In case of cancellation after arrival date	Cancellation charges
<b>For bookings covering period 01.11.24 – 09.01.26 incl.</b>	100% of remaining nights

**CHRISTMAS/ NEW YEAR PERIOD**

**YEARS 2024 & 2025**

A minimum length of stay of 3 nights applies for all arrivals as from **27<sup>th</sup> December 2024 until 04<sup>th</sup> January 2025** inclusive & as from **27<sup>th</sup> December 2025 until 04<sup>th</sup> January 2026** inclusive.

No name change will be accepted.

**MEAL PLAN**

The room rates for Junior Suites/Senior Suites are already on half-board basis.

The guests will have 2 choices:

- (1) either stay on half-board basis (breakfast and dinner only)
- (2) or take the full-board supplement option (breakfast, lunch and dinner)

**Supplement should be added on the room rates on half-board basis**

**a) Breakfast:**

Junior Suites: Guests are entitled to breakfast at the main restaurant “Corossol”.

Senior Suites and Villas: Guests are entitled to breakfast at the Restaurant “Seselwa”.

Breakfast orders in Suites/Villas (excluding Hillside villa with private pool and Presidential Villa with private pool) : continental Breakfast can be served in room, suite / Villa with a tray charge.

Various options are available from à la Carte menu at extra costs. Only Hillside villa with private pool and Presidential villa with private pool guests are entitled of daily Breakfast in the villa at no extra cost / with no tray charge.

**b) Lunch: (when guests are booked on full board basis).**

Suites & Villas: Guests are entitled to lunch at “Helios” (buffet) or “Seselwa” (A la Carte) or Adam & Eve” (A la Carte) or” Cyann” (A la carte with an option on 2 Starters, 2 Main course and 1 Dessert).

**Notes**

- a) Full Board starts with lunch and ends with breakfast.
- b) Should a guest miss a lunch (for whatever reasons), the lunch is forfeited for that day.
- c) These options are not transferable or cumulative.
- d) In room lunch service does not form part of any meal plan (extra supplement always apply).
- e) A la carte option includes one starter course, one main course and one dessert per person.

**c) Dinner :( when guests are booked on Half / full board basis)**

Suites & Villas: Guests are entitled to dinner at “Corossol” (buffet), “Helios” (A la Carte), “Seselwa” (A la carte), “Adam & Eve” (A la carte), “Cyann” (A la carte) with a food credit SCR 400 per adult and SCR 200 per children (7-12yrs) per day. Food credit is non-cumulative and not transferrable.

<b>FULL – BOARD PACKAGE SUPPLEMENT – ROOMS &amp; SUITES (01.11.24 – 09.01.26):</b>		
	<b>NET TO RATES</b>	<b>PUBLIC RATES</b>
<b>Per Adult</b>	EURO 45	EURO 55
<b>Per Child (0-6 years)</b>	Free of charge	Free of charge
<b>Per Child (7-12 years)</b>	EURO 25	EURO 30
<b>The above rates are in Euro, per person and per night.</b>		

- Notes:**
- a) Half board is for dinner only and cannot be replaced by lunch.
  - b) Half board starts with dinner and ends with breakfast.
  - c) Should a guest miss dinner (for whatever reasons), the dinner is forfeited for that evening.
  - d) Extra supplements are applicable for special menus (other than the half board menu). These will be clearly mentioned on the menu and food and beverage collaterals.
  - e) Extra supplement might apply for special dishes like lobster or other expensive items.
  - f) Drinks are not included in any meal plan.
  - g) In room dining/ room service does not form part of meal plan. (Extra supplement apply).
  - h) A la Carte option includes one start course, one main course and one dessert per person.
- d) Clients travelling as a party or groups:**  
Clients travelling together as a party or for groups should be booked under same meal plan.

**FOR ALL VILLAS GUESTS:**

The villa rates are already on bed & breakfast basis.

The guests will have 3 choices:

- (1) either stay on bed & breakfast basis (breakfast only).
- (2) or take the half-board supplement option (breakfast and dinner only).
- (3) or take the full-board supplement option (breakfast, lunch and dinner only).

**Supplement should be added on the villa rates on bed & breakfast basis.**

<b>HALF – BOARD PACKAGE SUPPLEMENT – ALL VILLAS (01.11.24 – 09.01.26):</b>		
	<b>NET TO RATES</b>	<b>PUBLIC RATES</b>
<b>Per Adult</b>	EURO 65	EURO 80
<b>Per Child (0-6 years)</b>	Free of charge	Free of charge
<b>Per Child (7-12 years)</b>	EURO 35	EURO 45
<b>The above rates are in Euro, per person and per night</b>		

FULL – BOARD PACKAGE SUPPLEMENT – ALL VILLAS (01.11.24 – 09.01.26):		
	NET TO RATES	PUBLIC RATES
Per Adult	EURO 110	EURO 135
Per Child (0-6 years)	Free of charge	Free of charge
Per Child (7-12 years)	EURO 60	EURO 75
<b>The above rates are in Euro, per person and per night.</b>		

#### CHECK- IN /OUT TIME POLICY

Conditions applicable to all room categories and villas:

Check-in : 14h00

Check-out : 12h00

#### Guaranteed early check-in (subject to availability):

- a) **Suites & Villas- before 14hrs00:** (all year round) will be charged at **100% room rate of the previous night.**

Early check-in should be booked on same meal plan as the whole stay.

#### Guaranteed late check-out (subject to availability):

- b) **Suites & Villas- before 18hrs00:**

- **Suites – before 18hrs00:** (all year round) will be charged at **50% room rate of the following night.** Late check-out should be booked on **Half Board basis.**
- **Villas – before 18hrs00:** (all year round) will be charged at **50% villa rate of the following night.** Late check-out should be booked on **Bed and Breakfast basis.**

- c) **Suites & Villas- after 18hrs00:**

- **Suites – after 18hrs00:** (all year round) will be charged at **100% room rate of the following night.** Late check-out should be booked on same meal plan as the whole stay.
- **Villas – after 18hrs00:** (all year round) will be charged at **100% villa rate of the following night.** Late check-out should be booked on same meal plan as the whole stay.

**Special offers are not applicable on the LCO rates (Suites & Villas - before 18hrs) only.**

## GENERAL CONDITIONS

### 1. PAYMENTS:

1. All charges as per contract should be included into the Tour Operator's voucher since the Tour Operator will be billed directly by the hotel.
2. If payment is made through a local representative in **Seychelles** in the name of the Tour Operator, regardless of charge instructions given by the Tour Operator to his representative, the Tour Operator acknowledges the hotel's invoice as an indebtedness of his company.
3. **Payment should be effected 15 days prior to guests' arrival.** In case booking is made within fifteen (15) days prior to guest arrival, payment should be done on confirmation day. Should payment receipt not be confirmed in our bank by our Accounts Department, seven (7) days prior to guests arrival, the hotel reserves the right to cancel the booking and if the guests check-in at the hotel, the hotel reserves the right to refuse the guests. Moreover, if terms of payment are not respected the hotel reserves the right to refuse future guests.
4. Proforma invoices are sent on day of booking confirmation, by soft copy for records purposes, and in the event that no claim has been made by the Tour Operator that they have not received the invoices within five (5) days from the confirmation day, then the Tour Operator will be deemed to have received the invoices.
5. In case the hotel has recourse to an Attorney to recover any sum due by the Tour Operator, the Attorney's commission, not exceeding 10 % + VAT of all sums due, shall be reimbursed to the hotel by the Tour Operator. Such commission shall be due even if a simple letter of demand is sent by the Attorney.

#### 6. Payment Conditions for Hillside Villa (1 bedroom & 2 bedrooms) with private pool and Presidential Villa with private pool :-

For bookings covering period **23.12.24 - 09.01.25 & 23.12.25 - 09.01.26**

A non-refundable deposit of 50% is required 90 days prior to arrival.

The remaining non-refundable balance of 50% is required 30 days prior to arrival.

If booking is done less than 30 days prior to arrival, a non-refundable 100% payment is required upon confirmation of booking.

7 Bank details: **PORT LAUNAY RESORT LTD**  
**The Mauritius Commercial Bank (Seychelles) Ltd**  
**PO Box 122, Manglier St, Victoria Mahe – SEYCHELLES**  
**Tel: +248 428 45 55 – Fax: +248 432 26 76**  
**Account no.: 00000116823**  
**IBAN No.: SC94MCBL0607000000000116823EUR**  
**Swift Code: MCBLSCSC**

### 2. MARKETING PROCEDURES:

We suggest a minimum mark-up of 20% to be added to the contracted rates.

### 3. CONSTANCE HOSPITALITY MANAGEMENT LTD LIABILITY

If, for any reason beyond the control of Constance Hospitality Management Ltd, including but without limiting the generality of the following: Acts of God, fire, floods, weather, war, rebellion, riots or civil commotion, strikes or labor stoppages, accidents or mechanical failures, refusal, suspension or cancellation by any government authority of any licenses, permits or authorization which the Hotel has need of to operate, Constance Hospitality Management Ltd is unable to perform any or all of its obligations under this agreement, Constance Hospitality Management Ltd will not have any direct liability to the Business Partner in such an event.

### 4. BUSINESS PARTNERS LIABILITY

If, for any reason beyond the control of the Business Partner, including but without limiting the generality of the following: Acts of God, fire, floods, weather, war, rebellion, riots or civil commotion, strikes or labor stoppages, accidents or mechanical failures, refusal, suspension or cancellation by any government authority of any licenses, permits or authorization which the Business Partner or any of its sub-contractors requires, the Business Partner is unable to perform any or all of its obligations under this agreement, the Business Partner shall not have any direct liability to Constance Hospitality Management Ltd for such failure to perform.

### 5. ARBITRATION AND PROPER LAW:

Any dispute arising out of or in connection with this Agreement shall be referred to arbitration in Port Louis/ Mauritius in accordance with the "Code de Procédures Civiles" (hereafter referred to as CPC) applicable in Mauritius as well as the International Arbitration Act 2008 it being stipulated that if the provisions of this latter legislation is in conflict with the provisions of the CPC, the terms of the 2008 legislation will have precedence. The said arbitration shall be binding upon the parties. This agreement shall be governed by and construed in all respects in accordance with the Laws of Mauritius. The law of arbitration (Lex Arbitri) shall be Mauritian law.

Arbitration will take place before a one arbitrator panel. At the written request of the most diligent party an arbitrator shall be appointed by agreement of both parties within ten days from receipt of the said request. In the event that an agreement cannot be reached as to the name of an arbitrator, the most diligent party shall apply to the honorable judge in chambers of the Supreme court of Mauritius to appoint the Arbitrator. The parties also agree that the Arbitrator will have the power to grant interlocutory orders and/ or interim measures including orders following the application by any party requesting payment, whether partially or wholly, for which there is no valid defense against such request for payment of sums due.

However and as a derogation to the arbitration procedure, in the event of non-payment of invoices the hotel will additionally have the choice of applying to the Tribunal de Commerce de Paris acting either as a référé jurisdiction or otherwise on the merits (au fond) in order to hear and determine the claim for payment that the hotel may have against the Tour Operator and the latter agrees and submit themselves to such jurisdiction notwithstanding the fact that they may not have any domiciliation in Paris. The said Tour Operator will recognize the said judgement as valid and its execution on assets of the Tour Operator situated anywhere in the world and will not object any process or ex equatur procedure for the purposes of enforcement of the said judgement by the competent authorities whether judicial or extrajudicial.

### 6. NOTICES AND SERVICES:

Any notice or other information required or authorized by this Agreement to be given by one party to the other may be given by hand or sent by first class prepaid post, e-mail, facsimile transmission or comparable means of communications to the other party at the address mentioned in this contract.

*Alessandra Girardi*

For : NUBA EXPEDICIONES S.L  
Signed by : Alessandra Girardi  
Title : Product Director  
Company : NUBA EXPEDICIONES S.L  
Date : 08.05.2024

For : CONSTANCE- EPHELIA SEYCHELLES  
Signed by: Siegfried Espitalier Noel  
Title : Chief Sales & Marketing Officer  
Company: CONSTANCE HOSPITALITY MANAGEMENT LTD.  
Date : 08.05.2024

The above rates and conditions are only valid for FIT bookings (for a maximum of 9 rooms). Group bookings will be dealt with on a case to case basis.

Different rates, terms and conditions might apply. The above rates and conditions are only valid if this agreement has been signed by the Tour Operator and returned to Constance Hospitality Management Ltd.