

CONTRACT valid over period 01.11.24 to 09.01.26 between: HOTEL: LE REFUGE DU PECHEUR LTD hereafter referred to as CONSTANCE LEMURIA SEYCHELLES ANSE KERLAN PRASLIN, SEYCHELLES	Phone : (+ 230) 402 26 00 Fax : (+ 230) 415 10 82 E-mail : mkt@constancehotels.com
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Whereas LE REFUGE DU PECHEUR trading under the name of CONSTANCE LEMURIA SEYCHELLES is managed by CONSTANCE HOSPITALITY MANAGEMENT LTD

AND TOUR OPERATOR (registered company name & address): Nuba Expediciones Calle Velázquez 100, 3º Izq. 28006 – Madrid, Spain TOUR OPERATOR’S TRADE NAME & BILLING ADDRESS (please specify):	Phone: (+34) 91 7454745 E-mail: silvia@nuba.net National Registration Number: VAT Number:
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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 – 15.07.25		16.07.25 – 30.09.25		01.10.25 – 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	Single	Double
JUNIOR SUITE	850	475	1200	600	820	460	670	385	780	440	870	485	870	485	1220	610
SENIOR SUITE	1550	825	2100	1050	1550	825	1250	675	1450	775	1600	850	1600	850	2150	1075

EXTRA PERSON RATES AND CONDITIONS Per person and per night						SUPPLEMENT FOR A LA CARTE DINING (OPTIONAL) Per person and per night to be added on BB rates.				
a) Children separate Suite (under 18 years - either single or double Junior Suite) % discount applicable on BB adult rates.		b) Extra person (Children) (maximum one per Junior Suite and two per Senior Suite)			c) Extra Person (adult) as from 13 years & above (maximum one - only available in Senior Suite)			child 0 - 6 yrs	child 7 - 12 yrs	13 yrs & above
			00 – 06 yrs	07 – 12 yrs			01.11.24 - 09.01.26	f.o.c	45	80
01.11.24 - 09.01.26	10% discount on adult rate.	01.11.24 - 22.12.24 and 10.01.25 - 22.12.25	f.o.c	80	01.11.24 - 22.12.24 and 10.01.25 - 22.12.25	100	Note: child as from 13 yrs are considered as adults.			
		23.12.24 – 09.01.25 and 23.12.25 – 09.01.26	f.o.c	100	23.12.24 – 09.01.25 and 23.12.25 – 09.01.26	120	* Extra supplement applicable for lobster/ caviar. * Not applicable for Xmas & New Year’s Eve 2024/25 whereby dinner supplement is either payable through a TO or directly at hotel.			

Above rates quoted in **EURO** are net, per person per night inclusive of **BED & BREAKFAST, service and tax.**

The above rates include land and water sports facilities as per hotel factsheet.

The hotel reserves the right to revise the rates in case of modification of local taxes.

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 – 15.07.25	16.07.25 – 30.09.25	01.10.25 – 31.10.25	01.11.25 – 22.12.25	23.12.25 – 09.01.26
POOL VILLA (2 bedrooms)	3300	5000	2900	2600	3100	3200	3200	5000
PRESIDENTIAL VILLA WITH PRIVATE POOL	6600	12000	6000	5700	6500	6500	6500	12000

EXTRA PERSON (children) - (Maximum one per room in villa) Pool Villa (2 bedrooms): maximum 2 extra persons (children) Presidential Villa WITH PRIVATE POOL: maximum 3 extra persons (children)			SUPPLEMENT FOR A LA CARTE DINING (OPTIONAL) Per person and per night			
	00 – 06 yrs	07 – 12 yrs		child 0 - 6 yrs	child 7 - 12 yrs	13 yrs & above
01.11.24 - 22.12.24 and 10.01.25 - 22.12.25	f.o.c	80	01.11.24 – 09.01.26	f.o.c	45	80
23.12.24 – 09.01.25 and 23.12.25 – 09.01.26	f.o.c	100	Note: child as from 13 yrs are considered as adults.			
			* Extra supplement applicable for lobster/ caviar. * Not applicable for Xmas & New Year’s Eve 2024/25 whereby dinner supplement is either payable through a TO or directly at hotel.			

Above rates **quoted in EURO are net per VILLA per night inclusive of BED & BREAKFAST, service and tax.**

4 persons in Pool Villa (2 bedrooms) and 6 persons in Presidential Villa WITH PRIVATE POOL.

Above rates include land and water sports facilities as per hotel factsheet.

The hotel reserves the right to revise the rates in case of modification of local 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 offers). 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

VILLA TYPE	CAPACITY
JUNIOR SUITE	2 adults + 1 extra person (child - less than 13 yrs)
SENIOR SUITE	2 adults + 2 extra persons (children -less than 13 yrs) + 1 baby (child less than 2 yrs) OR 2 adults + 1 extra person (adult) + 1 baby (child less than 2 yrs)
POOL VILLA (2 Bedrooms)	4 adults + 2 extra persons (children - less than 13 yrs) + 1 baby (child less than 2 yrs)
PRESIDENTIAL VILLA	6 adults + 3 extra persons (children - less than 13 yrs) + 1 baby (child less than 2 yrs)

GENERAL CONDITIONS APPLYING TO CHILDREN, TEENS AND ADULTS IN EXTRA PERSON:

1. Extra person (children) rate - (max 1 in Junior Suite and 2 in Senior Suite) are available only if child shares double suite with two paying adults.
2. A maximum of one extra person (Adult) can be accommodated when sharing a Senior Suite with two paying adults.
3. Two children aged between 07 and 12 years travelling with two adults must book two double Junior suites or one Senior Suite. The children cannot be booked as one extra person sharing a single suite.
4. 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.
5. Single adult with one child (between 7-12 yrs): should be charged as double adult rate. Applicable in Junior suite and Senior suite.
6. Single adult with two children (both between 0-6 yrs): should be charged as single adult rate plus 2 children FOC. Applicable in Junior suite and Senior suite.
7. 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 suite and Senior suite.
8. 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.
9. 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.
10. Villas: Only one child (under 13 years old) can be accommodated per bedroom in a villa and one baby (child less than 02 yrs) will be allowed per Villa.

ALLOTMENT

VALIDITY	01.11.24 – 09.01.26
JUNIOR SUITE	Sell & Report
SENIOR SUITE	On request
VILLAS WITH PRIVATE POOL	On request

GENERAL CONDITIONS APPLYING TO SELL & REPORT:

SELL & REPORT:

1. All bookings in Junior Suite 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

CANCELLATION POLICY

CONDITIONS APPLICABLE FOR JUNIOR & SENIOR SUITE

In case of cancellation prior to arrival date	Cancellation charges
For bookings covering period 01.11.24 to 22.12.24 incl. and 10.01.25 to 22.12.25 incl. *Cancellation made between 12 and 07 days prior to arrival. *Cancellation made between 06 and 03 days prior to arrival. *Cancellation made between 02 and 00 days prior to arrival, on arrival day and for all no-shows.	50% of total stay. 75% of total stay. 100% of total stay.
For bookings covering period 23.12.24 to 09.01.25 incl. and 23.12.25 to 09.01.26 incl. *Cancellation made between 01.12.24 – 22.12.24 incl. & 01.12.25 – 22.12.25 *Cancellation made between 23.12.24 – 09.01.25 incl. & 23.12.25 – 09.01.26	75% of total stay. 100% of total stay.
In case of cancellation after arrival date	Cancellation charges
For bookings covering period 01.11.24 – 09.01.26 incl.	100% of remaining nights.

CONDITIONS APPLICABLE FOR POOL VILLAS (2 BEDROOMS)

In case of cancellation prior to arrival date	Cancellation charges
For bookings covering period 01.11.24 to 22.12.24 incl. and 10.01.25 to 22.12.25 incl. *Cancellation made between 21 and 12 days prior to arrival. *Cancellation made between 11 and 03 days prior to arrival. *Cancellation made between 02 and 00 days prior to arrival, on arrival day and for all no-shows.	50% of total stay. 75% of total stay. 100% of total stay.
For bookings covering period 23.12.24 to 09.01.25 incl. and 23.12.25 to 09.01.26 incl.	Please refer to General Conditions under Payment section number 6.
In case of cancellation after arrival date	Cancellation charges
For bookings covering period 01.11.24 – 09.01.26 incl.	100% of remaining nights.

CONDITIONS APPLICABLE FOR PRESIDENTIAL VILLA WITH PRIVATE POOL

In case of cancellation prior to arrival date	Cancellation charges
For bookings covering period 01.11.24 to 22.12.24 incl. & 10.01.25 to 22.12.25 incl. *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.
For bookings covering period 23.12.24 to 09.01.25 incl. and 23.12.25 to 09.01.26 incl.	Please refer to General Conditions under Payment section number 6.
In case of cancellation after arrival date	Cancellation charges
For bookings covering period 01.11.24 – 09.01.26 incl.	100% of remaining nights.

CHRISTMAS/ NEW YEAR PERIOD

SEASON 2024/2025

A minimum length of stay of 3 nights applies for all arrivals as from **27th December 2024 until 04th January 2025** inclusive and **27th December 2025 until 04th January 2026** inclusive

No name change will be accepted.

MEAL PLAN

(a) Breakfast:

Hotel rates include breakfast.

Guests are entitled to breakfast buffet at “Legend Restaurant”.

Breakfast orders in suite: Continental breakfast can be served in suite with a tray charge. Various options are available from à la carte menu at extra costs.

(b) Dinner:

Guests booked on half board basis are entitled to a three courses meal of selected dishes (starter / main course / dessert) in one of our two A la Carte Restaurants (Diva Restaurant and the Nest Restaurant – subject to availability) or theme buffet of the day in the Legend Restaurant.

Note:

- (a) Half-board supplement for dinner is optional and cannot be replaced by lunch.
- (b) Extra supplements are applicable in the A la Carte Restaurants for dishes which is not identified as part of the half board package, in special dinners and/or events

An optional dinner supplement is available at the following prices:

It is recommended that TO’s selling price does not exceed our public price.

	TO NET PRICE	PUBLIC PRICE
Adult	EURO 80	EURO 100
Child (0-6 years)	FREE OF CHARGE	FREE OF CHARGE
Child (7-12 years)	EURO 45	EURO 55

The above rates are in Euro, per person and per night

(c) Xmas dinner supplement (24th December) and New Year dinner supplement (31st December):

Hereunder our policy regarding festive dinner:

- Supplement is compulsory
- Supplement must be prepaid through the TO (booking and voucher to be marked accordingly).
- In case booking is on HB basis during whole stay, the basic daily HB supplement (i.e. EURO 80 per adult / EURO 45 per child) will not be applicable for 24th December and 31st December.

Special Offers are not applicable on Gala Dinner Supplements.
 Hereunder, the TO net price in EURO as well as a Public selling price.
 It is recommended that TO's selling price does not exceed our public price.

CHRISTMAS DINNER	TO NET PRICE	PUBLIC PRICE
Adult	EURO 135	EURO 170
Child (0-6 years)	FREE OF CHARGE	FREE OF CHARGE
Child (7-12 years)	EURO 60	EURO 75
NEW YEAR DINNER	TO NET PRICE	PUBLIC PRICE
Adult	EURO 265	EURO 330
Child (0-6 years)	FREE OF CHARGE	FREE OF CHARGE
Child (7-12 years)	EURO 85	EURO 105

(d) Clients travelling together as a party or for groups:

Clients travelling together as a party or for groups should be booked under same meal plan

CHECK-IN/ OUT TIME POLICY

Conditions applicable:

Check-in : 14.00 hrs
 Check-out : 12.00 hrs

Guaranteed early check-in or late check-out are available at the following conditions:

Guaranteed early check-in (subject to availability):

a) Suites & Villas- before 14hrs00:

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):

a) Suites & Villas- before 18hrs00:

Will be charged at 50% room rate of the following night. Late check-out should be booked **on Bed & Breakfast basis**.

b) Suites & Villas- after 18hrs00:

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**.

Special offers 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 reserves the right to refuse future 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 APPLICABLE FOR POOL VILLAS & 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: **LE REFUGE DU PECHEUR LIMITED**
Banque Française Commerciale Ocean Indien, (BFCOI)
16, place de la Madeleine – 75008 PARIS - FRANCE
Tel: (+33) 1 4312 9005– Fax: (+33) 1 4312 9007
Account no.: 00932037800

IBAN No.: FR76 1871 9000 9300 9320 3780 011 (EUR)

Swift Code: BFCO FR PP XXX

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 constructed 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 référés 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 judgment 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 judgment 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 LEMURIA 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.