

<b>CONTRACT valid over period 01.11.24 – 06.01.26 between:</b> <b>HOTEL: BEAUPORT INDUSTRIES LTD hereafter referred to as</b> <p style="text-align: center;"><b>CONSTANCE PRINCE MAURICE</b> <b>POSTE DE FLACQ</b> <b>MAURITIUS</b></p>	<b>Phone : (+ 230) 402 26 00</b> <b>Fax : (+ 230) 415 10 82</b> <b>E-mail : <a href="mailto:mkt@constancehotels.com">mkt@constancehotels.com</a></b>
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**Whereas “BIL” is a wholly subsidiary of CONSTANCE HOSPITALITY MANAGEMENT LTD owner and operator of CONSTANCE PRINCE MAURICE.**

<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:</b> (+34) 91 7454745 <b>E-mail:</b> <a href="mailto:silvia@nuba.net">silvia@nuba.net</a> <b>National Registration Number:</b> <b>VAT Number:</b>
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**SEASON 2025 – CONFIDENTIAL TOUR OPERATOR RATES. VALIDITY: 01.11.24 – 06.01.26**

PERIOD	01.11.24 - 22.12.24		23.12.24 – 06.01.25		07.01.25 – 28.02.25		01.03.25 – 30.04.25		01.05.25– 07.06.25 & 18.07.25 – 30.09.25		08.06.25 – 17.07.25		01.10.25 – 22.12.25		23.12.25 - 06.01.26	
	EURO	Single	Double	Single	Double	Single	Double	Single	Double	Single	Double	Single	Double	Single	Double	Single
<b>JUNIOR SUITE</b>	750	400	1450	725	650	350	550	300	450	250	400	225	800	425	1500	750
<b>JUNIOR SUITE (STILTS)</b>	980	515	1700	850	900	475	800	425	670	360	620	335	1050	550	1750	875
<b>JUNIOR SUITE (BEACHFRONT)</b>	980	515	1700	850	950	500	850	450	700	375	670	360	1100	575	1800	900

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

CHILDREN RATES AND CONDITIONS	SUPPLEMENT FOR A LA CARTE DINING (OPTIONAL)	ALL INCLUSIVE PACKAGE SUPPLEMENT
a) In separate Suite (under 18 years- either single or double Junior Suite / Junior Suite beachfront / Junior Suite on stilts) – % discount applicable on BB adult rate.	Per person per night	(as per list of amenities). Supplement (per person and per night) to be added on BB rates.
01.11.24 – 06.01.26	Child 0 – 6 yrs	Child 0 – 6 yrs
	Child 7 – 12 yrs	Child 7 – 12 yrs
	13 yrs & above	13 yrs & above
b) Extra person (children) (maximum one per Junior suite / Junior Suite beachfront / Junior Suite on stilts, two per Villa beachfront with private pool / Villa on stilts and three in Princely Villa with private pool)	01.11.24 – 06.01.26	01.11.24 – 06.01.26
	f.o.c	f.o.c
	40	90
	80	180
	00 – 06 yrs	
	07 – 12 yrs	
01.11.24 - 22.12.24 and 07.01.25 - 22.12.25	f.o.c	
23.12.24 - 06.01.25 and 23.12.25 - 06.01.26	f.o.c	
	85	
	100	

Note: child as from 13yrs are considered as adults.  
 Remarks:  
 \*Extra supplement applicable for lobster/ caviar  
 \*Not applicable for Xmas & New Year’s Eve 2024/2025 whereby dinner supplement must be prepaid through a TO.

PERIOD	01.11.24 - 22.12.24	23.12.24 – 06.01.25	07.01.25 – 28.02.25	01.03.25 – 30.04.25	01.05.25– 07.06.25 & 18.07.25 – 30.09.25	08.06.25 – 17.07.25	01.10.25 – 22.12.25	23.12.25 - 06.01.26
FAMILY SUITE	1100	1850	1000	900	770	720	1150	1900
<b>Above rates quoted in EURO are net per night inclusive of BED &amp; BREAKFAST for a maximum of 2 adults and 2 children (less than 13 years old)</b>								
VILLA ON STILTS	1700	2500	1700	1500	1300	1200	1800	2600
VILLA BEACHFRONT WITH PRIVATE POOL	1700	2500	1800	1600	1400	1300	1900	2700
<b>Above rates quoted in EURO are net per night inclusive of BED &amp; BREAKFAST for a maximum of 2 persons.</b>								
PRINCELY VILLA WITH PRIVATE POOL	5200	6500	5500	5200	4500	4200	5500	7000
<b>Above rates quoted in EURO are net per night inclusive of BED &amp; BREAKFAST for a maximum of 6 persons.</b>								
<b>All 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</b>								

#### ADDITIONAL NOTES ON RATES AND OFFERS

The rates and offers given in this contract over period **01.11.25 until 06.01.26** 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 **07.01.26 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

ROOM TYPE	CAPACITY
JUNIOR SUITE/ JUNIOR SUITE ON STILTS/ JUNIOR SUITE BEACHFRONT	2 adults + 1 extra person (Child less than 13 yrs) + 1 baby (less than 02 yrs)
FAMILY SUITE	2 adults + 2 children (less than 13 yrs) + 1 baby (less than 02 yrs) – included in rates
VILLA TYPE	CAPACITY
VILLA ON STILTS/ VILLABEACHFRONT WITH PRIVATE POOL	2 adults + 2 extra persons (Children - less than 13 yrs) + 1 baby (less than 02 yrs)
PRINCELY VILLA WITH PRIVATE POOL	6 adults + 3 extra persons (Children - less than 13 yrs) + 1 baby (less than 02 yrs)

**GENERAL CONDITIONS APPLYING TO EXTRA PERSON (CHILDREN)**

1. Children up to the age of 12 years old staying in our Junior Suite on Stilts and our Villa on Stilts are the full responsibility of the parent or adult they are staying or registered with. The hotel will not accept any form of responsibility or liability in case of injury or accident the child may suffer while staying in these suites / villas.
2. Extra person (children) rate - (max 1 in Junior Suites/ Junior Suites on stilts / Junior Suites beachfront, 2 in Villas on stilts /Villas beachfront with private pool and 3 in Princely Villa with private pool) are available only if child shares double room with two paying adults.
3. Single adult with one child (between 0-6 yrs): should be charged as single adult rate plus child FOC. Applicable in Junior Suite/ Junior Suite on stilts / Junior Suite beachfront.
4. Single adult with one child (between 7-12 yrs): should be charged as double adult rate. Applicable in Junior Suite/ Junior Suite on stilts / Junior Suite beachfront.
5. 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/ Junior Suite on stilts/ Junior Suite beachfront.
6. Single adult with two children (both between 7-12 yrs): should be charged as double adult rate plus 1 extra person (child rate). Applicable in Junior Suite/ Junior Suite on stilts/ Junior Suite beachfront and Villas on Stilts/ Villas beachfront with private pool – Children Special Offer (whenever applicable) applies only to the extra person (child).
7. 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/ Junior Suite on stilts/ Junior Suite beachfront and Villas on Stilts/ Villas beachfront with private pool.
8. Two children aged between 07 and 12 years travelling with two adults must book two double Junior Suites/ Junior Suites on stilts / Junior Suites beachfront, one Villas on Stilts/ Villa beachfront with private pool or one Family suite. The children cannot be booked as one extra person sharing a single Junior Suite/ Junior Suite on stilts /Junior Suite beachfront.
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.

**ALLOTMENT**

VALIDITY	01.11.24 – 22.12.24 incl.	23.12.24 – 06.01.25 incl. 23.12.25 – 06.01.26 incl.	07.01.25 – 22.12.25 incl.
JUNIOR SUITE	<b>SELL &amp; REPORT</b>	<b>SELL &amp; REPORT</b>	<b>SELL &amp; REPORT</b>
JUNIOR SUITE ON STILTS	ON REQUEST	ON REQUEST	ON REQUEST
JUNIOR SUITE BEACHFRONT	ON REQUEST	ON REQUEST	ON REQUEST
FAMILY SUITE	ON REQUEST	ON REQUEST	ON REQUEST
VILLA ON STILTS	ON REQUEST	ON REQUEST	ON REQUEST
VILLA BEACHFRONT WITH PRIVATE POOL	ON REQUEST	ON REQUEST	ON REQUEST
PRINCELY VILLA WITH PRIVATE POOL	ON REQUEST	ON REQUEST	ON REQUEST

**GENERAL CONDITIONS APPLYING TO SELL & REPORT**

**SELL & REPORT CONDITIONS:**

1. All bookings in Junior Suite will automatically be on a sell & report basis. All bookings in the other room category will be on a request basis
2. The Hotel reserves the right to apply **STOP SALES** or **SALES ON REQUEST** booking conditions with prior notice by fax or e-mail.

3. In cases where a "Stop Sales" is applicable, the sale will be done "On request basis".
4. Bookings must be made in writing either by e-mail or fax addressed to:

**Head Of Reservations (Mauritius) – Constance Hotels & Resorts – Tel: (230) 402 2774/ 88/ 77 – Fax: (230) 402 2616 – E-mail: reservations@constancehotels.mu**

**CANCELLATION POLICY**

<b>CONDITIONS APPLICABLE FOR SUITES</b>	
<b>In case of cancellation prior to arrival date</b>	<b>Cancellation charges</b>
<b>For bookings covering periods 01.11.24 to 22.12.24 incl. &amp; 07.01.25 to 22.12.25 incl.</b> *Cancellation made between 12 and 07 days prior to arrival. *Cancellation made between 06 and 03 days prior to arrival. *Cancellation made between 02 days 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.
<b>For bookings covering period 23.12.24 to 06.01.25 incl. &amp; 23.12.25 to 06.01.26 incl.</b> *Cancellation made between 01.12.24 – 22.12.24 incl. & 01.12.25 – 22.12.25 incl. *Cancellation made between 23.12.24 – 06.01.25 incl. & 23.12.25 – 06.01.26 incl.	75% of total stay. 100% of total stay.
<b>In case of cancellation after arrival date</b>	<b>Cancellation charges</b>
For bookings covering period 01.11.24 – 06.01.26 incl.	100% of remaining nights.
<b>CONDITIONS APPLICABLE FOR VILLAS ON STILTS / VILLA BEACHFRONT WITH PRIVATE POOL</b>	
<b>In case of cancellation prior to arrival date</b>	<b>Cancellation charges</b>
<b>For bookings covering periods 01.11.24 to 22.12.24 incl. &amp; 07.01.25 to 22.12.25 incl.</b> *Cancellation made between 21 and 12 days prior to arrival. *Cancellation made between 11 and 03 days prior to arrival. *Cancellation made between 02 days 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.
<b>For bookings covering period 23.12.24 to 06.01.25 incl. &amp; 23.12.25 to 06.01.26 incl.</b>	<b>Please refer to General Conditions under Payment section number 6.</b>
<b>In case of cancellation after arrival date</b>	<b>Cancellation charges</b>
For bookings covering period 01.11.24 – 06.01.26 incl.	100% of remaining nights.
<b>CONDITIONS APPLICABLE FOR PRINCELY VILLA WITH PRIVATE POOL</b>	
<b>In case of cancellation prior to arrival date</b>	<b>Cancellation charges</b>
<b>For bookings covering periods 01.11.24 to 22.12.24 incl. &amp; 07.01.25 to 22.12.25 incl.</b> *Cancellation made between 60 days and 31 days prior to arrival. *Cancellation made between 30 days 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 06.01.25 incl. &amp; 23.12.25 to 06.01.26 incl.</b>	<b>Please refer to General Conditions under Payment section number 6.</b>

In case of cancellation after arrival date	Cancellation charges
For bookings covering period 01.11.24 – 06.01.26 incl.	100% of remaining nights.

## MEAL PLAN

The room rates are already on bed and breakfast basis. The guests will have 3 choices:

- (a) either stay on BB basis,
- (b) or take the HB supplement option (breakfast and dinner only),
- (c) or take the All-Inclusive supplement option (with a list of amenities as per below)

**Supplement should be added on the room/villa rates on Bed & Breakfast basis.**

**(a) Breakfast:**

Hotel rates include breakfast. Guests are entitled to breakfast buffet at L'Archipel 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) Lunch:**

Guest booked on All-Inclusive (AIP) basis are entitled to a three course meal (starter/ main course/ dessert) in L'Archipel Restaurant or Asian Restaurant or on the beach.

Notes:

1. All-Inclusive starts upon arrival at the hotel and finishes after lunch at 15:00 on day of departure.
2. Should a guest miss a lunch (for whatever reasons), the lunch is forfeited for that day.
3. This option is not transferable or cumulative.
4. Golfing guests booked on All-Inclusive (AIP) basis are entitled to have lunch at Deer Hunter (Legend Golf Course) or Swing (Links Golf course).

**(c) Dinner:**

Guest booked on half-board or All-Inclusive (AIP) basis are entitled to a three course meal (starter/ main course/ dessert) in one of our three restaurants (L'Archipel Restaurant or Le Barachois or Asian Restaurant) or theme buffet whenever available.

Notes:

1. Supplement for A La Carte Dining is optional and cannot be replaced by lunch.
2. Extra supplements are applicable for special dinners such as Candle Light Dinner/ special dishes.

### HALF-BOARD PACKAGE SUPPLEMENT (OPTIONAL):

	NET TO RATES	PUBLIC RATES
<b>Adult</b>	EURO 80	EURO 100
<b>Child (0-6 years)</b>	FREE OF CHARGE	FREE OF CHARGE
<b>Child (7-12 years)</b>	EURO 40	EURO 50
<b>The above rates are in EURO, per person and per night</b>		

### ALL-INCLUSIVE PACKAGE SUPPLEMENT (OPTIONAL):

	NET TO RATES	PUBLIC RATES
<b>Adult</b>	EURO 180	EURO 225
<b>Child (0-6 years)</b>	FREE OF CHARGE	FREE OF CHARGE
<b>Child (7-12 years)</b>	EURO 90	EURO 110

**The above rates are in EURO, per person and per night**

**(d) Inter-hotel dining experience:**

Constance Prince Maurice guests booked on Half board or All-Inclusive (AIP) basis are also entitled to dine in one of the following restaurants at Constance Belle Mare Plage (subject to availability), La Spiaggia, Blue Penny Cellar, Blu Sushi Lounge, and Deer Hunter restaurant with the following food credit:

- Guests booked on Half board will have a food credit of MUR 2,000 including vat per adult, per day & MUR 1,000 including vat per child, per day (7 to 12 years old).
- Guests booked on All-Inclusive (AIP) will have a **food & beverage** credit of MUR 4,400 including vat per adult, per day & MUR 2,200 including vat per child, per day (7 to 12 years old).

Notes:

1. Strictly upon reservation.
2. Dinner cannot be replaced by lunch.
3. Extra supplements are applicable for special dinners such a Candle Light Dinner/special dishes.

**(e) Clients travelling as a party or groups:**

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

**(f) Xmas dinner supplement and New Year dinner supplement (24<sup>th</sup> & 31<sup>st</sup> December):**

Hereunder our policy regarding festive dinner:

1. Supplement is compulsory & must be prepaid through the TO (booking and voucher to be marked accordingly)
2. In case booking is on HB basis during whole stay, the basic daily HB supplement (i.e. Euro 80 per adult/ Euro 40 per child) will not be applicable for 24<sup>th</sup> December and 31<sup>st</sup> December.

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.

**Special offers are not applicable on Gala Dinner Supplement**

**For guests booked on Bed and Breakfast or Half Board basis**

	X-MAS DINNER	TO NET PRICE	PUBLIC PRICE
<b>Adult</b>		EURO 135	EURO 170
<b>Child (0-6 years)</b>		FREE OF CHARGE	FREE OF CHARGE

<b>Child (7-12 years)</b>	EURO 60	EURO 75
<b>NEW YEAR DINNER</b>		
	<b>TO NET PRICE</b>	<b>PUBLIC PRICE</b>
<b>Adult</b>	EURO 265	EURO 330
<b>Child (0-6 years)</b>	FREE OF CHARGE	FREE OF CHARGE
<b>Child (7-12 years)</b>	EURO 85	EURO 105

3. In case booking is on All Inclusive (AIP) basis during whole stay, the basic daily AIP supplement (i.e. Euro 180 per adult/ Euro 90 per child) will not be applicable for 24th December and 31st December.

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.

**Special offers are not applicable on Gala Dinner Supplement**

<b>For guests booked on All-Inclusive Package (AIP) basis</b>		
<b>X-MAS DINNER</b>		
	<b>TO NET PRICE</b>	<b>PUBLIC PRICE</b>
<b>Adult</b>	EURO 225	EURO 280
<b>Child (0-6 years)</b>	FREE OF CHARGE	FREE OF CHARGE
<b>Child (7-12 years)</b>	EURO 105	EURO 130
<b>NEW YEAR DINNER</b>		
	<b>TO NET PRICE</b>	<b>PUBLIC PRICE</b>
<b>Adult</b>	EURO 350	EURO 435
<b>Child (0-6 years)</b>	FREE OF CHARGE	FREE OF CHARGE
<b>Child (7-12 years)</b>	EURO 130	EURO 160

**ALL-INCLUSIVE PACKAGE (AIP) SPECIFIC CONDITIONS**

- AIP starts upon arrival at the hotel and finishes after lunch at 15:00 on day of departure (irrespective of the check in or check out time).
- AIP is an optional supplement and is in addition to the basic meal plan (on bed and breakfast basis)
- The whole stay must be booked on the same meal plan basis.
- No compensation in cash or kind will be offered for non-consumed items.
- Families or guests sharing suites or villas or traveling together as a Party or Group must always be under the same package conditions; this also stand for children and teenagers.
- All AIP benefits listed below are only for personal use and cannot be shared with any third party or any other hotel residents who are not under the same AIP conditions. Any drinks or food items offered to a non-resident / visitors/ other hotel residents not under AIP, will be charged upon hotel prices list.
- No take away orders from any restaurant can be made under AIP.
- Golf cart are included on both courses, if shared with a person who has not opted for the All-Inclusive package, half-official golf cart rental rate will be applied and charged to the guest's room account concerned.
- Bar for AIP guests will remain open until 23:30. All drinks after 23:30 will be charged as per hotel drinks price list.

**ALL-INCLUSIVE PACKAGE (AIP) LIST OF AMENITIES**

- Welcome half bottle of House Champagne and Constance Prince Maurice fruit cake, in all suites and villas (upon arrival).
- Breakfast inclusive in L'Archipel restaurant only.
- House sparkling wine available at Breakfast.
- Lunch "A la Carte" in L'Archipel Restaurant or Asian Restaurant or on the beach. For "A la Carte", food order is limited to 1 x starter, 1 x main course and 1 x dessert per person (not exchangeable). For some special dishes an extra supplement may be applicable.
- Dinner "A la Carte" in L'Archipel Restaurant or Asian Restaurant or Le Barachois Restaurant. Reservation is required and only one booking at a time can be made. Food order is limited to 1 x starter, 1 x main course and 1 x dessert per person (not exchangeable). For some special dishes an extra supplement may be applicable.
- Large selection of juices, soft drinks and house mineral water.
- Afternoon Tea available at The Lotus Bar from 16:00 to 17:30.
- Birthday and Wedding Anniversary Cakes (when known in advance)
- House sparkling wine available in all Restaurants/ Bars.
- Large variety of branded spirits, international beers, premium signature cocktails and wine menu available in the restaurants and bars. The Laguna bar/ The Lotus Lounge bar/ Barachois bar remains open until late 23:30.
- Mini-bar (half bottle of wine or House Champagne upon request as per customer's choice), beers, soft drinks, house mineral water and confectionary identified as All Inclusive Package items only. Mini-bar is refilled once on a daily basis.
- 2 bottles (375ml) of preferred spirits of customer's choice (selected from the MINI BAR spirits menu) to be placed in all suites and villas once during stay.
- Daily unlimited supply of house mineral still water per person and per suites or villas.
- Exclusive Spa: 30 mins welcome massage per pax once per stay. The free massages to be taken between 9:00 to 15:00 only
- Private butler service for Princely Villa with private pool.
- Complimentary Wi-Fi access in public areas. Also available in all suites and villas plus direct complimentary access to the Internet through our in-room TV.
- Airplay wireless system in suites and villas played through the television system. IPod docking station available on request.
- State of the art gymnasium, tennis courts, all indoor games, water ski and all non-motorized sports (excluding lessons).
- Complimentary access to the sauna, hammam and plunge pool.
- Complimentary access to Constance Kids club for children from 04 to 12 years.
- Two championship 18-holes golf courses designed specifically to host international tournaments, complimentary unlimited green fees, golf cart, practice balls and golf clubs on the two golf courses.
- Complimentary access to Resort Hospitality Lounge with showers, snacks and relaxation area available for early arrivals and late departures.

Chargeable services upon request:

- Ultra-Premium spirits and liqueurs, premium wine & champagne selection
- Cigars and cigarettes
- In suites and villas dining
- Laundry
- Constance Spa treatment and boutique.
- Boutiques
- Diving
- Big Game fishing.
- Any other extra excursions not included in the package.
- Any sports lessons

## CHRISTMAS/ NEW YEAR PERIOD

### SEASON 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 and 27<sup>th</sup> December 2025 until 04<sup>th</sup> January 2026 inclusive.

No name change will be accepted.

## CHECK-IN/ OUT TIME POLICY

Conditions applicable:

Check-in : 14.00 hrs

Check-out : 12.00 hrs

### 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 are not applicable on the LCO rates (Suites & Villas – before 18hrs00) 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 Mauritius 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 applicable for Villas beachfront with private pool / Villas on stilts and Princely Villa with private pool.**

For bookings covering period **23.12.24 – 06.01.25 & 23.12.25 – 06.01.26**

- 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.

**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

<p>7. Bank details:      <b>(1) BEAUPORT INDUSTRIES LIMITED</b>  <b>The Mauritius Commercial Bank Ltd</b>  <b>Sir William Newton Street.</b>  <b>PORT LOUIS- MAURITIUS</b>  <b>Account No.: 000 011 621 133</b>  <b>Iban Code: MU16MCBL0901000001621133000EUR</b>  <b>Swift Code: MCBLMUMU</b></p> <p style="text-align: center;"><b>(2) BEAUPORT INDUSTRIES LIMITED</b>  <b>Banque Française Commerciale Ocean Indien,</b></p> <p><b>(BFCOI)</b></p> <p><b>16 Place de la Madeleine - 75008 Paris - FRANCE</b>  <b>Tel: (+33) 1 43 12 90 05 – Fax: (+33) 1 43 12 90 07</b>  <b>Account No.: 00932034900</b>  <b>Iban Code: FR76 1871 9000 9300 9320 3490 078</b>  <b>Swift Code: BFCO FR PPXXX</b></p>	<p>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.</p> <p>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.</p> <p><b>6. NOTICE AND SERVICES:</b></p> <p>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.</p>
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*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 PRINCE MAURICE  
**Signed by** : Siegfried ESPITALIER-NOEL  
**Title** : Chief Sales and Marketing Officer  
**Company** : CONSTANCE HOSPITALITY MANAGEMENT LTD  
**Date** : 07.05.2024

**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.**