

AVANI+

Barbarons Seychelles



Confidential Pricing Agreement – 01st November 2024 – 31st October 2025 – V4
between

Barbarons Beach Hotel Limited – Trading as “Avani+ Barbarons Seychelles”
Barbarons, Mahé, Seychelles

and

Name of Company: NUBA EXPEDICIONES S.L

Company Registration No: B83850859

Physical Address: Calle Serrano 96, CP 28006 (Madrid)

Postal Address: 28006

Tel: +34 91 7454745 Fax: _____

Email: alessandra.girardi@nuba.com Website: www.nuba.com

Accepted by (Name): Alessandra Girardi

Designation: Product Director

Signature: *Alessandra Girardi* Date: 14 May 2025

AVANI+

Barbarons Seychelles

Blending island cool with upbeat vibes, bliss out with essential comforts in your choice of 180 rooms and 12 spacious suites. Relax with refreshing vistas of lush gardens or the stunning azure coast. Cool off in swim-up bars, immerse in rejuvenating spa treatments or savour great dining options in stunning surroundings.

All rooms are equipped with air-conditioning, flat screen TVs, on-demand movies, WiFi, mini-bar, tea & coffee facilities, writing desk, sofa (excluding twin bedded rooms) and safe deposit box. Options of twin and king rooms are available, with either balcony or terrace. All rooms feature walk-in showers. Lagoon Rooms and Beachfront Rooms have the option of walk-in showers and bathtubs.

SLEEP – We take this seriously

- Garden View Balcony Room (32 sqm): Comfort and serenity; enjoy balcony views and being steps away from rejuvenating AvaniSpa.
- Garden Terrace Room (32 sqm): Stylish comfort with tropical views. Enjoy laidback island living with slumbersome beds and extra space with your private terrace.
- Superior Garden View Balcony Room (32 sqm): Relax and unwind in tropical comfort with beautiful garden views.
- Superior Garden Terrace room (32 sqm): Take sleep seriously in this cool haven of contemporary comforts with private terrace to kickback with a good read.
- Superior Ocean View Balcony Room (32 sqm): Wake up to fresh ocean breezes from your balcony, with poolside views and a backdrop of lapping waves.
- Superior Terrace Beach Side Room (32 sqm): Stay just a few steps away from stunning white sands, beckoning you to come and play. Beach bunnies apply.
- Premium Lagoon View Balcony Room (31 sqm): Sip, chill and unwind on your private balcony overlooking the turquoise lagoon – who wouldn't fancy that?
- Premium Lagoon Access Room (37 sqm): Kickback in spacious, island chic. Swim-up rooms with private sun lounger on your deck for sunny, easy days.
- Premium Beach View Balcony Room (37 sqm): Laze away a little longer in your cocoon of comforts or welcome the day from your breezy balcony with the perfect cup of coffee.
- Premium Beach Access Room (37 sqm): Spend the day sunning on your terrace or head for the beach for a dip. No excuses needed to curl up for those binge-watching evenings.
- Ocean View Suite (64 sqm): Super-comfy beds, with separate living spaces to spread out and relax. Spend quiet mornings on your private balcony.
- Premium Beach View Suite (72 sqm): Space meets modern comforts, with a separate living room and spacious bathroom. Bask in beachside views or catch-up on some serious snooze.
- Premium Beach Access Pool Suite (72 sqm): Beach holidays are complete with extra living space, walk-in and al fresco showers and a tempting plunge pool. Chill out in your own private cabana with beach scenes just beyond.

WINE & DINE – Passionate about Food

- Pti Bazar - All-day Dining Restaurant
- Somewhere - Specialty Restaurant
- Upper Deck - Roof-top Lounge
- Seyumai – Sushi Bar
- Nowhere – Beach Bar
- Zil & Lagon Pool Bars
- In-Room Dining

LIVE AVANI

- AvaniSpa
- AvaniFit
- Swimming Pools
- Boutique
- Snorkelling
- Weddings
- Conference Facilities

QUICK FACTS

Check-In: 2.00 pm, Check-out: 11.00 am
Address: Barbarons, Grand Anse, Mahé, Seychelles
Proximity to Airport: 30 minutes' drive, 16.6 km
Website: www.avanihotels.com/en/seychelles-barbarons

Barbarons Beach Hotel Limited, trading as “Avani+ Barbarons Seychelles” is pleased to appoint the Business Partner for the marketing and sale of room nights in respect of Avani+ Barbarons Seychelles, located at Barbarons, Mahé Island, Seychelles, for the period from 01st November 2024 to 31st October 2025.

Subject to the terms herein, the Business Partner shall market and promote Avani+ Barbarons Seychelles as an upscale resort destination to its clients.

TERMS AND CONDITIONS OF THIS AGREEMENT

DEFINITIONS:

In this Contract Rates Agreement, the following expressions shall have the following meanings:

- The “Resort” or Avani+ Barbarons Seychelles as stated in the agreement
 - “Business Partner” means the party in direct contract with the Resort
 - “Validity” means the period in which the contracted rates agreement will be applicable
 - “BB” means Bed & Breakfast mealplan
 - “HB” means Halfboard meal plan (i.e. BB rate + Dinner supplement)
 - Halfboard meal plan includes buffet dinner in the main restaurant, excluding all beverages.
 - “Dynamic Rates” means real time selling rates through an automated process that enables the sale of the room at the Best Available Rate
 - “NETT” means excluding taxes and service charge
 - “GROSS” means including taxes and service charge
 - Room types with “ocean view” in naming, have ‘partial’ ocean views
 - Room types with “beach view” in naming, are views towards the beach, and some rooms may or may not have ‘partial’ ocean views
 - Room types with “beach side” in naming, are located towards the beach side and have garden views (i.e. do not have beach nor ocean views)
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1. **RATES:**

CONTRACTED STO RATES – BED & BREAKFAST RATES				
ROOM CATEGORY	LOW	SHOULDER	HIGH	PEAK
	01NOV24 – 23DEC24	21JAN25 – 15APR25	10JAN25-20JAN25	24DEC24-09JAN25
	13MAY25 – 14JUL25	15JUL25 – 31AUG25	26APR25 – 12MAY25	16APR25 – 25APR25
	01SEP25- 30SEP25		01OCT25 – 31OCT25	
Single/Double Occupancy	BB	BB	BB	BB
Garden View Balcony Room	€ 390	€ 440	€ 490	€ 640
Garden Terrace Room	€ 425	€ 480	€ 540	€ 700
Superior Garden View Balcony Room	€ 440	€ 500	€ 570	€ 740
Superior Garden Terrace Room	€ 475	€ 540	€ 620	€ 800
Superior Ocean View Balcony Room	€ 490	€ 560	€ 650	€ 840
Superior Terrace Beach Side Room	€ 565	€ 640	€ 750	€ 960
Premium Lagoon View Balcony Room	€ 590	€ 670	€ 795	€ 1,030
Premium Beach View Balcony Room	€ 640	€ 725	€ 865	€ 1,135
Premium Lagoon Access Room	€ 790	€ 885	€ 1,045	€ 1,350
Premium Beach Access Room	€ 790	€ 885	€ 1,045	€ 1,350
Ocean View Suite	€ 890	€ 1,005	€ 1,180	€ 1,510
Premium Beach View Suite	€ 1,065	€ 1,195	€ 1,405	€ 1,785
Premium Beach Access Pool Suite	€ 1,775	€ 1,950	€ 2,220	€ 2,705
Premium 2 Bedroom Beach Access Pool Suite - Rate for up to 4 adults on BB basis (2 double rooms) (availability on request)	€ 2,525	€ 2,810	€ 3,210	€ 3,875

RATES - TERMS & CONDITIONS:

- All rates are quoted on bed and breakfast basis as per specified room occupancy, per room.
- **All “Contracted Rates” are quoted in Euro and are displayed per room per night, and non-commissionable.**
- Rates are applicable to all worldwide markets.
- To ensure rate parity in the marketplace, under no circumstances are contracted rates to be published on the Internet or to the public without a minimum "sell" rate of 20% mark up from contracted pricing and the express written permission of the Resort. The resort reserves the right to withdraw the contract in case of misuse, or incorrect rates being applied.
- A service charge of 10% is included in above rates.
- All rates include Value Added Tax at the prevailing rate (15%) and are subject to change per Governmental decree.
- Government taxes is subject to change without notice, and any increase as a result, would be borne by the operator.

- The above “Contracted Rates” are applicable for FIT bookings only, up to a maximum of 09 rooms per day. Bookings of 10 confirmed rooms or more per day constitutes a group booking and the relevant rates will be quoted on an ad-hoc basis, subject to availability. Group rates may attract different contract conditions.

- **The resort operates an FIT wholesale allotment of rooms and there may be times when this allotment is filled. On these occasions further FIT bookings may only be accepted at rates to be advised at the time of booking, usually at published rates along with its own set of terms and conditions (Best Available Rates “BAR”).**
- Contracted rates are applicable on the business partner’s company account only. Should the guest be paying on his / her own account, regular published rack rates will be applied.
- Contracted rates are strictly confidential and must not be exposed in tariff listings, competitors or to source market operators, otherwise we reserve the right to retract rates.
- Rates and allotments are only valid from the moment this contract is accepted and acknowledged.

- Minimum length of stay for all room categories during the following periods:
 - 3 consecutive nights for period 24 December 2025 - 09 January 2026 (inclusive)
 - 3 consecutive nights for period 10 April 2026 – 10 April 2026 (inclusive)
- No check-out is allowed on 31st December 2025 and 1st January 2026

- Booking requests combining the experience of 2 or more different room types for the duration of stay for 1 room, is on request basis (e.g. 1 stay splitting 2 nights in Garden View Balcony Room followed by 3 nights Premium Lagoon Access Room).

- Halfboard meal plan is equivalent to BB rate + Dinner Supplement and includes buffet dinner in the main restaurant, excluding all beverages.

- For guests confirmed on halfboard meal plan (BB rate + Dinner supplement) not wishing to dine in the main restaurant, they may opt for a dinner credit of Euro 90 per Adult (including tax and service charge) and Euro 45 per child (5-11 years, including tax and service charge), per dinner, per day (food only), that can be taken in other outlets (except room service). Consumption over the allowance of the above given credit is to be settled directly by the clients. Guests will not be refunded for any unconsumed meals or unused dinner credit.

NOTE:

- A Sustainable Environment Fee of EUR 6 per room, per night will apply to all reservations. This fee comes in addition to the room rate. The Sustainable Environment Fee is supporting a local Non-Government Organisation (NGO), Wiseoceans, which drives our marine conservation and education program. This fee will be settled upon check-out by the guests

- **Effective 01st August 2023, a compulsory Seychelles Government Levy, “Tourism Environmental Sustainability Levy”, will be applicable.** Proceeds from the Levy would go towards the country’s efforts in securing and enhancing its natural environment. The Levy will be applicable on all confirmed bookings and must be communicated to guests at time of booking. The Levy will be charged directly to all guests as follows:

- >> Rate of EUR 7 per person, per night (13 years and above).
- >> Levy is to be settled by all guests at check-out.
- >> This Levy is NOT included in the hotel rates.
- >> Levy amount and conditions are subject to change at any time, and any change will be communicated accordingly.
- >> It is to be noted that the Levy will NOT be applicable to citizens and residents of Seychelles, children of 12 years and below (visitors), and (airline) crew members on duty.

2. ROOM CATEGORIES

Room Category	Room Size (sqm)	No. of Rooms	Room Type Maximum Capacity (**See bedding configuration)
Garden View Balcony Room	32	14	3 adults (12 years +) OR 2 adults & 1 Child (under 12 years)
Garden Terrace Room	32	14	3 adults (12 years +) OR 2 adults & 1 Child (under 12 years)
Superior Garden View Balcony Room	32	22	3 adults (12 years +) OR 2 adults & 1 Child (under 12 years)
Superior Garden Terrace Room	32	42	3 adults (12 years +) OR 2 adults & 1 Child (under 12 years)
Superior Ocean View Balcony Room	32	20	3 adults (12 years +) OR 2 adults & 1 Child (under 12 years)
Superior Terrace Beach Side Room	32	8	3 adults (12 years +) OR 2 adults & 1 Child (under 12 years)
Premium Lagoon View Balcony Room	31	26	3 adults (12 years +) OR 2 adults & 1 Child (under 12 years)
Premium Beach View Balcony Room	37	4	3 adults (12 years +) OR 2 adults & 1 Child (under 12 years)
Premium Lagoon Access Room	37	26	3 adults (12 years +) OR 2 adults & 1 Child (under 12 years)
Premium Beach Access Room	37	4	3 adults (12 years +) OR 2 adults & 1 Child (under 12 years)
Ocean View Suite	64	4	3 adults (12 years +) OR 2 adults & 1 Child (under 12 years)
Premium Beach View Suite	72	4	3 adults (12 years +) OR 2 adults & 1 Child (under 12 years)
Premium Beach Access Pool Suite	72	4	3 adults (12 years +) OR 2 adults & 1 Child (under 12 years)
Premium 2 Bedroom Beach Access Pool Suite	109	4	6 adults (12 years+) OR 4 adults & 2 children (under 12 years)
Premium 2 Bedroom Beach Access Pool Suite	109	4	6 adults (12 years+) OR 4 adults & 2 children (under 12 years)

- The majority of room categories are configured with king beds.
- Twin bedded rooms accessibility rooms and inter-connecting rooms are available on request only. Preferred bedding configuration must be indicated at time of booking and will be allocated based on availability.
- If not indicated, bedding configuration will be based on availability.
- Children sharing room up to 11 years inclusive would be accommodated on a sofa bed.
- **Premium Lagoon Access Rooms, Premium Beach Access Pool Suite & Premium 2 Bedroom Beach Access Pool Suite:** Should there be any children under the age of 12 years accommodated in these rooms, parents will be requested to sign a pool liability waiver at time of check-in. This must be advised to guest at time of booking.
- **Premium 2 Bedroom Beach Access Pool Suite** – This category is on request only and is equivalent to 1 Premium Beach Access Pool Suite **inter-connecting** to 1 Premium Beach Access Room
- Following categories are on request basis only: **Premium Beach View Balcony Room, Premium Beach Access Room, Ocean View Suite, Premium Beach View Suite, Premium Beach Access Pool Suite**

*** Room Bedding Configuration

Our various room categories would have one or more of the following bed configurations:

- **Kings beds with option of an extra single bed OR a pull out sofa bed** – This can accommodate a maximum of 3 adults (12 years +) OR 2 adults & 1 Child (under 12 years)
- **Twin beds** - This can accommodate a maximum of 2 adults (12 years +) OR 1 adult & 1 Child (under 12 years). Extra beds are not possible in a twin configured room.

3. EXTRA PERSONS SUPPLEMENTS (to be added to room rate)::

	Bed & Breakfast
Extra Adult (12 years +)	€ 100.00
Extra Child (5 – 11 years inclusive)	€ 65.00
Extra Child (00-04 years inclusive)	FOC

Rates are quoted per person, per night, inclusive of taxes & service charge

- Extra persons supplement rates are non-commissionable
- Rates must be marked-up minimum 20% before quoting
- Children of 4 years or less stay free of charge on same meal plan as parents
- Children of 5 years – 11 years please refer to applicable supplement
- Complimentary baby cots, for children up to 3 years inclusive, are available on request and are subject to availability

4. DINNER SUPPLEMENT (to be added to BB rate):

	Per person, per night
Adult (12 years +)	€ 110.00
Child (5 – 11 years inclusive)	€ 55.00
Child (00-04 years inclusive)	FOC

Rates are quoted per person, per night, inclusive of taxes & service charge

- Dinner (halfboard) supplement rates are non-commissionable.
- Rates must be marked-up minimum 20% before quoting.
- Halfboard meal plan is equivalent to BB rate + Dinner Supplement.
- Contracted offers are applicable with the dinner supplement.
- Dinner supplement / halfboard meal plan includes buffet dinner in the main restaurant, excluding all beverages.

- For guests confirmed on halfboard meal plan not wishing to dine in the main restaurant, they may opt for a dinner credit of Euro 90 per Adult (including tax and service charge) and Euro 45 per child (5-11 years, including tax and service charge), per dinner, per day (food only), that can be taken in other outlets (except room service). Consumption over the allowance of the above given credit is to be settled directly by the clients. Guests will not be refunded for any unconsumed meals or unused dinner credit.

5. GALA DINNER SUPPLEMENTS:

- These rates are our rack rates, non-commissionable and no mark-up is to be applied.
- Gala dinner supplements below are to be added on top of the BB or HB room rates respectively.
- Compulsory HB is applicable for the evening of 31st December 2024.
- Contracted offers are not applicable with any gala dinner supplements.
- There is no gala dinner charge for children 4 years or less.

Gala Dinner Supplements:

Guests on BB	Christmas Eve Gala Dinner 24 December 2024	New Year Gala Dinner 31 December 2024	Orthodox Christmas Eve Gala Dinner 06 January 2025
	Optional	Compulsory	Optional
Adult (12 years +)	€ 240.00	€ 280.00	€ 240.00
Child (5 - 11 years inclusive)	€ 120.00	€ 140.00	€ 120.00
Child (00-04 years inclusive)	FOC	FOC	FOC

Guests on HB	Christmas Eve Gala Dinner 24 December 2024	New Year Gala Dinner 31 December 2024	Orthodox Christmas Eve Gala Dinner 06 January 2025
	Optional	Compulsory	Optional
Adult (12 years +)	€ 130.00	€ 170.00	€ 130.00
Child (5 - 11 years inclusive)	€ 65.00	€ 85.00	€ 65.00
Child (00-04 years inclusive)	FOC	FOC	FOC

All gala dinner rates are quoted per person, per dinner and are inclusive of taxes & service charge

Gala dinner supplements are for respective gala dinners only and are non-transferrable as dining credit to any other dining outlets and room service. Gala dinners are non-refundable if dinner is not consumed.

6. SPECIAL OFFERS

The following special offers are applicable with contract STO (wholesale) contracted rates only.

Offer	ADVANCE PURCHASE Enjoy 10% off with our special Advance Purchase offer for a minimum 03 night's stay. Bookable 30 days or more prior to arrival
Validity	01.11.24 - 23.12.24 and 10.01.25 - 31.10.25
Room Category	All room categories
Minimum Length of Stay	03 consecutive nights
Combinable with	Combinable with the Honeymoon & Renewal of Vows Offer Only
Terms and Conditions	<ul style="list-style-type: none"> Subject to availability and stop sales All dates are inclusive Discount applicable to extra persons sharing supplements Discount applicable to BB and HB contracted rates

Offer	STAY LONGER OFFER Stay from 06 consecutive nights (minimum) and receive a 15% discount
Validity	01.11.24 - 23.12.24 and 10.01.25 – 31.10.25
Room Category	All Room Categories
Minimum Length of Stay	06 consecutive nights
Combinable with	Combinable with the Honeymoon & Renewal of Vows Offer Only
Terms and Conditions	<ul style="list-style-type: none"> ▪ Subject to availability and stop sales ▪ All dates are inclusive ▪ Discount applicable to extra persons sharing supplements ▪ Discount applicable to BB and HB contracted rates
Offer	HONEYMOON & RENEWAL OF VOWS OFFER Stay a minimum of 04 nights on contracted rate, and the couple will receive: <ul style="list-style-type: none"> ▪ One 30-minute massage treatment for the couple, once during stay ▪ Complimentary upgrade to the next category subject to availability upon arrival (upgrade is not applicable to any Suite categories) ▪ A special dinner experience for guests booked on halfboard basis, including a bottle of wine, once during stay (excluding all other drinks)
Minimum Length of Stay	04 consecutive nights
Validity	01.11.24 - 23.12.24 and 10.01.25 – 31.10.25
Room Category	All Room Categories
Combinable with	Advance Purchase Offer OR Stay Longer Offer
Terms and Conditions	<ul style="list-style-type: none"> ▪ Bookings must be clearly indicated as Honeymooners & Renewal of Vows ▪ No cash refund for treatments or value-added items not used during stay. ▪ In order to qualify as a honeymooner, a Wedding Certificate obtained during the past 12 months will have to be shown to agent, and copy provided with the booking. Renewal of Vows: Provide proof of wedding certificate.
	SUITES – Welcome Value Add One 60-minute spa treatment, per adult, once during stay
Validity	3 consecutive nights
Room Category	Ocean View Suite, Premium Beach View Suite, Premium Beach Access Pool Suite, Premium 2 Bedroom Beach Access Pool Suite
Combinable with	Any other offers. This is a room type benefit
Terms and Conditions	<ul style="list-style-type: none"> ▪ No cash refund for value add not used during stay.

7. **PERIOD OF OCCUPANCY:**

- Confirmed rooms will be available for occupancy by guests after 2.00 pm on the day of arrival
- Check-out is at 11.00 am
- Should your guests have an early morning arrival flight (any time before 2.00 pm), we recommend they pre-book the room the night prior to ensure a guaranteed early check-in
- All extras consumed by the guest during their stay is chargeable to guest account at check-out
- Any extras consumed prior to check-in or after check-out is subject to additional charge and to be settled by the guest directly
- During Low and Shoulder season: Late check-out is subject to availability and is charged at 50% of the daily rate until 6.00 pm, thereafter 100% of the daily rate will be charged (i.e. a full night's charge is applicable). During High and Peak Season a full nights' charge is applicable
- In periods of high occupancy, guests may be required to change rooms for the duration of their late check-out, although every effort will be made to keep them in the same room

8. CANCELLATION / NO SHOW POLICY:

The Business Partner shall notify the resort in writing of any cancellation or changes to the confirmed reservations, subject to the following:

CANCELLATION, EARLY DEPARTURE AND NO-SHOW POLICIES

All room categories

LOW & SHOULDER SEASON	CANCELLATION TERMS AND POLICIES
22 days or more prior to arrival	<ul style="list-style-type: none"> ▪ No cancellation fee
15-21 days prior to arrival	<ul style="list-style-type: none"> ▪ 50% of the full stay
0-14 days prior to arrival (incl. no show)	<ul style="list-style-type: none"> ▪ 100% of the full stay
HIGH & PEAK SEASON	CANCELLATION TERMS AND POLICIES
31 days or more prior to arrival	<ul style="list-style-type: none"> ▪ No cancellation fee
0-30 days prior to arrival (incl. no show)	<ul style="list-style-type: none"> ▪ 100% of the full stay
NOTE: If reservation overlaps different seasons, the higher season cancellation terms and policies apply	

NOTE:

- Cancellations conditions are applicable on meal plan booked
- Understays (early departure): There is no refund for under-stays. The Resort will charge for the entire length of stay in the event of under stays.
- No-Show: Any room reservations confirmed and guaranteed by the agent and not claimed as per guarantee on the day of arrival (no show) will be charged in full, with no refunds.

9. PAYMENT TERMS

Pre-payment Conditions

Where no credit facilities are in place, the Business Partner must pre-pay Avani+ Barbarons Seychelles as follows;

- Full prepayment is required 30 days or more before arrival.
- For reservations made less than 30 days prior to arrival, a full pre-payment is required within 5 days of booking confirmation to secure the booking and guarantee the reservation.
- The Business Partner to ensure that the pro-forma invoice is received, if not, this is to be requested from the Resort's Reservations department on email address:- reservations.vbar@avanihotels.com
- A copy of proof of payment should also be forwarded to resort reservations to obtain final confirmation of the provisional booking.
- Should payment not be received by the due date, the Resort may release the booking.
- The Business Partner shall ensure that all guests being accommodated in terms of this agreement pay for and settle in full all accounts levied by Avani+ Barbarons Seychelles in respect of incidental expenses, for which such Guests are liable prior to their departure from the Resort.
- Should any payment due by the Business Partner to Avani+ Barbarons Seychelles at any time be overdue, then without prejudice to any other remedy available to it and without any prior notice, Avani+ Barbarons Seychelles may at its discretion defer future performance of its obligation in times of this agreement and refuse to make available any future accommodation to the Business Partner until payment is made.

10. BANK ACCOUNT DETAILS:

Beneficiary Bank: The Mauritius Commercial Bank (Seychelles) Limited
Bank Address: PO Box 122 Main Branch Caravelle House, Manglier Street P.O Box 122,
Victoria, Mahé, Republic of Seychelles
Beneficiary: Barbarons Beach Hotel Limited
Euro Account No: 00000195887
Swift Code: MCBLS CSC
IBAN No: SC32MCBL06070000000000195887EUR

11. CREDIT FACILITIES:

- The granting of Credit Facilities for the Business Partner remains at the resort's discretion, and it may request references or other information. The Resort will invoice the Business Partner with terms of strictly 30 days from date of invoice, subject to the credit facility extended and credit limit determined by the Resort
- Where credit facilities have been granted, rates and conditions of this Contract Rates Agreement are conditional on payment being received by the Resort no later than thirty (30) days after the date of departure of client. Late payment shall be subject to penalty charges. In the event of incorrect billing or disputed totals, a grace period of seven (7) days is extended to facilitate collaboration and subsequent settlement. The Business Partner shall advise the Resort immediately if any such billing irregularities should occur.
- Any amount due to Avani+ Barbarons Seychelles in terms of this agreement and not paid by the Business Partner on due date, shall bear interest from due date to the date of payment calculated on a daily basis and capitalised monthly at 5% (five percent) above the prime rate of interest charged by Avani+ Barbarons Seychelles Bankers from time to time, as recorded by a certificate issued by any Manager of said Bank, shall be prima facie proof of the indebtedness.
- A certificate signed by the General Manager or Financial Controller of Avani+ Barbarons Seychelles (whose authority shall not be required to be proven), showing the amount owing by the Business Partner at any time and reflecting the amount thereupon as due and unpaid, shall be prima facia proof of the facts therein stated for purposes of any action (whether by way of provisional sentence or otherwise), prove debt on insolvency or any purpose whatsoever.

12. BROCHURE / COLLATERAL PRESENTATION

The Business Partner will feature the Resort in its programs and brochures as an upscale resort and include authorized photographs of the Resort when appropriate. Prior to going to print or being published on website; written authorization and consent of the contents is to be obtained from the Resort's Marketing department. Sample copies of such brochures including website information must be made available to the Resort upon publication. The Business Partner shall have obtained the prior written consent of the Resort in respect of all advertising and promotional material including website information pertaining to the Resort prior to any proposed insertion in any media. The Resort reserves the right to cancel this agreement should the Business Partner misrepresent any information in any advertising, brochure promotion or press release, information pertaining to the Resort, which in the Resort's view may damage the image of the Resort. The Resort will supply the Business Partner with a selection of picture material and write-up to accurately portray the Resort.

Issuing of contract does not guarantee automatic payment of brochure contribution which must be negotiated and agreed separately. Prior to brochure printing or listing / advertising of the Resort on the internet; the brochure copy, or web site draft must be viewed at proof stage and both text and photography approved by the Resort. After brochure production, one copy must be sent to the resort for its files. The Business Partner will submit any images and description of the Resort and the location to be featured for approval prior to print. Should the Resort be misrepresented in the Business printed or digital material, the Business Partner / will be held liable for any damages occurred.

13. **INTERNET:**

The Business Partner will establish a protocol and best practices to guarantee that the STO (wholesale) rates shall not be published/distributed to any of the B2C channels which are connected with any of the Meta Search Engines (e.g. Kayak, Tripadvisor, Trivago, Hotelscombined etc.) nor Online Travel Agencies (e.g. Expedia, Agoda, Booking.com etc) which are not below the BEST AVAILABLE RATE offered by the hotel in the dynamic contract. In the event that the Business Partner is unable to implement the aforesaid measures as guaranteed, the Business Partner shall stop the direct distribution of rates with any Meta search or B2C (OTA) websites. The Business Partner will continue this protocol and best practice so that third parties do not distribute rates, from dynamic contracts, below the best available rate to final customers. In such failure, we will apply the three-strike rule (Warning 1st, 2nd and 3rd to close the contract) after regular rate shops to avoid the same).

14. **RESERVATIONS**

All reservations are subject to availability and confirmation by the Resort.

The Business Partner shall submit all bookings to the Reservations Department of Anantara Maia Seychelles Villas directly at:

Resort Tel. No: +248 4673 000

Email: reservations.vbar@avanihotels.com **Kindly use this email for bookings**

Subject to availability, the Resort shall accept and confirm the reservation on the contracted rates and notify the Business Partner. Reservations shall not be binding until acceptance and confirmation has been received from the Resort.

15. **ROOMING LISTS**

For reservations, the Business Partner shall submit to the Resort a final rooming list together with flight details, meals and special requirements by thirty (30) days prior to arrival. Should the Business Partner fail to supply such information as specified, the Resort reserves the right to release the reserved rooms, unless agreed otherwise by the Resort in writing.

16. **STOP SALES**

- Following categories are on free sale, subject to stop sale (sell and report), for all seasons:

Garden View Balcony Room, Garden Terrace Room, Superior Garden View Balcony Room, Superior Garden Terrace Room, Superior Ocean View Balcony Room, Superior Terrace Beach Side Room, Premium Lagoon View Balcony Room, Premium Lagoon Access Room

- Following categories are on request basis only:

Premium Beach View Balcony Room, Premium Beach Access Room, Ocean View Suite, Premium Beach View Suite, Premium Beach Access Pool Suite

When notified of a “Stop Sale” period the Business Partner must report bookings made on free sale basis for this period within 24 hours (or at the end of the first working day after a weekend or public holiday). Failure to do so may result in non-guarantee of the requested booking. The resort reserves the right from time to time to request back allotted rooms, however this will be kept to a strict minimum.

17. **RATES**

Rates must be packaged and are extended on the understanding that the Resort will be featured in promotional brochures both pictorially and editorially. Importantly, rates must be packaged with at least one other travel services listed herewith, air-ticket and transportation. Under no circumstances are the contracted rates to be published on any internet website without the express permission of the Hotel. (i.e. contract rates which are not packaged are not permitted to be displayed in any website). All rates committed to the Business Partner and the other terms and conditions hereof are confidential and should not be published at any time or disclosed to a third party for any reason.

18. AMENDMENTS

Amendments to this agreement shall only be valid if made in writing and signed by representatives from both the Resort and the Business Partner. The waiver of any terms of this agreement on one particular occasion shall not be deemed as a waiver of such terms for any future occasions. Any such waivers are at the discretion of the Resort.

19. RESORT'S LIABILITY

If, for any reason beyond the control of the Resort, including but without limiting the generality of the following:

- In the event of unforeseen or special circumstances where the Resort is unable to accommodate confirmed booking(s), the Resort will: propose an available alternative room type or cancellation of booking with full refund of accommodation, or propose alternative dates of travel, or at its expense, propose alternative accommodation in a comparable resort, based on availability, for confirmed travel dates. The alternatives offered are at The Resort's discretion. Should the guest wish to choose a property of a standard other than offered under this condition, the guest will be required to pay any difference.
- Force Majeure: By signing of the Agreement, the Resort will not be held liable or responsible for failure to execute arrangements specified herein directly or indirectly occurred by or through or in consequence of war, strikes, riots and Acts of God or conditions beyond the control of the Resort.
- The Resort reserves the right to cancel this Agreement for any reason, at any time by giving notice in writing, and furthermore reserves the right to cancel this Agreement should the Operator fail to fulfil the terms and conditions set forth herein. Any change in ownership or management of the Operator must be informed to the Resort immediately.
- The parties agree that monetary damages may not be sufficient to protect the Resort against a breach of these terms and conditions and therefore Resort shall be entitled to equitable relief for enforcement of the provisions hereof.

20. INTELLECTUAL PROPERTY RIGHTS

The Business Partner acknowledges that the trademark, trade name, service mark or copyrights associated with the names "Avani+ Barbarons Seychelles", "Avani Seychelles", "AvaniSpa", and the Avani+ Barbarons Seychelles logo, together with all rights in any and all slogans, derivations, trade secrets, know-how and all other proprietary rights associated with those names and the Avani+ Barbarons Seychelles logo (collectively referred to as the "Trademark") are exclusive properties of Barbarons Beach Hotel Ltd and Minor International PLC:

- That nothing in this Contract Rates Agreement gives the Business Partner any claim to, or rights in respect of the Trademark;
- not use the Trademark as all or part of its legal name or any trade or assumed name under which the Owner does business;
- to obtain prior consent from Avani+ Barbarons Seychelles before publishing any advertising materials or implementing any advertising programs of its own which may mention the Avani+ Barbarons Seychelles name or include the use of the Trademark;
- to ensure that none of its customers infringes on the Trademark or uses the Trademark without the prior written approval of Avani+ Barbarons Seychelles.
- to inform Avani+ Barbarons Seychelles if the Business Partner has notice of any potential Trademark infringement by any of its customers; and to assist Avani+ Barbarons Seychelles in the enforcement of its rights against any Trademark infringes.

21. **GOVERNING LAW**

This agreement is governed by the laws of the Republic of Seychelles and the parties hereto agree to submit to the non-exclusive jurisdiction of the Courts in Seychelles. Any dispute arising between the parties shall, in the first instance, be put to mediatory talks between the parties with a view towards an amicable settlement between them. Only after these talks fail shall the parties refer the matter to the Courts.

22. **CONFIDENTIALITY**

The rates and terms contained in this Contract Rates Agreement are strictly confidential and shall not be disclosed to third parties; and upon any deemed breach of said confidentiality the Resort reserves the right to withdraw the rates with immediate effect. This term shall survive the termination of this Contract Rates Agreement.

23. **CONTACT INFORMATION:**

Department	Contact Person
Sales & Marketing	Jessica Giroux Cluster Director of Sales & Marketing jgiroux@minorhotels.com
Reservations	Reservations Contact reservations.vbar@avanihotels.com
Finance	Krishantha Gamage Cluster Director of Finance kpriyadarshana@minorhotels.com
Management	Naji Esta Cluster General Manager nesta@minorhotels.com Thomas Porter Hotel Manager tporter@avanihotels.com

ACCEPTED AND AGREED TO:

Business Partner

Resort

By _____

By _____

Name: Alessandra Girardi
Company: NUBA EXPEDICIONES S.L
Designation: Product Director
Date: 14 May 2025

Jessica Giroux
Resort: Avani+ Barbarons Seychelles
Cluster Director of Sales & Marketing
Date:

Validated by:

By _____

Naji Esta
Cluster General Manager

Avani+ Barbarons Seychelles
Date:

By _____

Krishantha Gamage
Cluster Director of Finance

Avani+ Barbarons Seychelles
Date: