

Tour Operator Agreement in EURO on Prepayment Terms

This **Tour Operator Agreement** ("The Agreement") is entered into on 14/04/2025 and shall be valid from **01st November 2025 to 06th January 2027**.

BETWEEN The Hotel, **Constance Belle Mare Plage** ("CBMP"), registered under the company name **Constance Industries Ltd** and managed by **Constance Hospitality Management Ltd** ("CHML"), located at **Centre De Flacq, Mauritius**.

- Phone: (+230) 402 2600
- Email: mkt@constancehotels.com

AND The Tour Operator, **NUBA EXPEDICIONES**, located at **Calle Velázquez 100, 3° Izq, Madrid, SPAIN**.

- Phone: +34917454747
- Email: silvia@nuba.com
- National Registration Number:
- VAT Number:
- Trade Name & Billing Address [please specify]

1. CONFIDENTIAL TOUR OPERATOR RATES

1.1 The rates for the services are detailed in the following schedule and are hereby incorporated by reference and made part of this agreement:

Schedule A.1 - 2026 - CBMP - RATES – EURO NET.

1.2 General Conditions applying to children, teens and adults in extra person

- 1.2.1 Extra person (child rate) - (max 1 in Prestige/Prestige Beachfront, max 2 Junior Suite/Junior Suite Beachfront and max 2 in Deluxe Suite) are available only if child shares double room/suite with two paying adults. A maximum of one extra person (Adult) can be accommodated when sharing a double room with two paying adults. Applicable in Prestige, Prestige Beachfront, Junior Suites, Junior Suites Beachfront and Deluxe Suites.
- 1.2.2 Two children aged between 07 and 12 years traveling with two adults must book two double rooms. The children cannot be booked as one extra person sharing a single room. Applicable in Prestige and Prestige Beachfront.
- 1.2.3 Single adult with one child (between 0-6 yrs): should be charged as single adult rate plus child FOC. Applicable in Prestige, Prestige Beachfront, Junior Suites, Junior Suites Beachfront and Deluxe Suites.
- 1.2.4 Single adult with one child (between 7-12 yrs): should be charged as double adult rate Applicable in Prestige, Prestige Beachfront, Junior Suites, Junior Suites Beachfront and Deluxe Suites.
- 1.2.5 Single adult with two children (both between 0-6 yrs): should be charged as single adult rate plus 2 children FOC. Applicable in Prestige, Prestige Beachfront, Junior Suites, Junior Suites Beachfront and Deluxe Suites.
- 1.2.6 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 Prestige, Prestige Beachfront, Junior Suite, Junior Suite Beachfront and Deluxe Suite.
- 1.2.7 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 Prestige, Prestige Beachfront, Junior Suites, Junior Suites Beachfront and Deluxe Suites.
- 1.2.8 Children aged 13 years and above are considered as adults for that purpose (in Prestige/Prestige Beachfront and Villas) and aged 18 years and above (in Junior Suite, Junior Suite Beachfront and Deluxe Suite). Children aged between 00 - 02 years are considered as babies for that purpose.
- 1.2.9 Villas: Only one child (under 13 years old) can be accommodated per bedroom in a villa and one baby (child less than 2 yrs) will be allowed per Villa and in the Presidential Villa (with private pool), except in a 3-bedroom Villa where 2 babies are allowed.
- 1.2.10 In Prestige, Prestige Beachfront, Junior Suite, Junior Suite Beachfront, Deluxe Suite and Villas the sofa bed/canape will be converted to a bed to accommodate the children/adult.

1.3 ADDITIONAL NOTES ON RATES AND OFFERS:

- 1.3.1 The rates and offers given in this contract over the period **01.11.26 until 06.01.27** 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.
- 1.3.2 Any bookings taken for stays between **07.01.27 until 31.10.27**, the rates of the actual contract over the same period in **2026** will apply until the new contract is issued.

2 CAPACITY CHART:

- 2.1 The rooms, suites and villas capacity are detailed hereunder:

ROOM TYPE	CAPACITY
PRESTIGE	2 adults + 1 extra person child (less than 13 yrs) or 1 extra person adult
PRESTIGE BEACHFRONT	2 adults + 1 extra person child (less than 13 yrs) or 1 extra person adult
JUNIOR SUITE	2 adults + 2 extra persons child (less than 18 yrs) or 1 extra person adult
JUNIOR SUITE BEACHFRONT	2 adults + 2 extra persons child (less than 18 yrs) or 1 extra person adult
DELUXE SUITE	2 adults + 2 extra persons child (less than 18 yrs) or 1 extra person adult + 1 baby (child less than 2 yrs)
VILLA TYPE	CAPACITY
POOL VILLA (2 bedroom)	4 adults + 2 extra persons child (less than 13 yrs) + 1 baby (child less than 2 yrs)
POOL VILLA (2 bedroom) BEACHFRONT	4 adults + 2 extra persons child (less than 13 yrs) + 1 baby (child less than 2 yrs)
POOL VILLA (3 bedroom)	6 adults + 3 extra persons child (less than 13 yrs) + 2 babies (children less than 2 yrs)
PRESIDENTIAL VILLA BEACHFRONT WITH PRIVATE POOL (5 bedrooms)	10 adults + 5 extra persons child (less than 13 yrs) + 1 baby (child less than 2 yrs)

3 ALLOTMENT

3.1 The allotment of the rooms, suites and villas are detailed hereunder:

ALLOTMENT/ VALIDITY	01.11.25 – 22.12.25 incl.	23.12.25 – 06.01.26 incl. 23.12.26 – 06.01.27 incl.	07.01.26 – 22.12.26 incl.
PRESTIGE	Sell & Report Basis	Sell & Report Basis	Sell & Report Basis
PRESTIGE BEACHFRONT	Sell & Report Basis	Sell & Report Basis	Sell & Report Basis
JUNIOR SUITE	Sell & Report Basis	Sell & Report Basis	Sell & Report Basis
JUNIOR SUITE BEACHFRONT	Sell & Report Basis	Sell & Report Basis	Sell & Report Basis
DELUXE SUITE	On request	On request	On request
POOL VILLA (2 BEDROOM)	Sell & Report Basis	Sell & Report Basis	Sell & Report Basis
POOL VILLA (2 BEDROOM) BEACHFRONT	On request	On request	On request
POOL VILLA (3 BEDROOM)	On request	On request	On request
PRESIDENTIAL VILLA BEACHFRONT WITH PRIVATE POOL (5 bedrooms)	On request	On request	On request

3.2 GENERAL CONDITIONS APPLYING TO SELL & REPORT:

- 3.2.1 All bookings in Prestige, Prestige Beachfront rooms, Junior Suite, Junior Suite (beachfront) and Pool Villa (2 bedroom) will automatically be on a sell & report basis. All bookings in the other room category will be on a request basis.
- 3.2.2 In cases where a “Stop Sales” is applicable, the sale will be done “On request basis”.
- 3.2.3 The Hotel reserves the right to apply **STOP SALES** or **SALES ON REQUEST** booking conditions with prior notice by fax or e-mail.
- 3.2.4 **Bookings must be made in writing either by e-mail or fax addressed to: Head Of Reservations (Mauritius).** Tel: (230) 402 2774/ 402 2788/ 402 2777 – Fax: (230) 402 2616. Email: reservations@constancehotels.mu

4 GROUPS AND MICE RESERVATIONS

4.1 Group Booking Policy:

The FIT contracted rates and offers apply for reservations of up to nine (9) rooms.

Bookings of 10 rooms or more will be treated as a group reservation and subject to group terms and conditions.

Refer to [Schedule H – 2026 – CHML – General Group Terms and Conditions](#)

4.2 Exception:

Exception may apply if a confirmed booking exceeds the threshold of (nine) 9 rooms due to unforeseen circumstances (e.g. additional family members or travel agent adjustments), the booking may be granted an exception to remain under FIT terms.

Exceptions are subject to management approval.

4.3 MICE Reservations:

Any reservations for Meetings, Incentives, Conferences, and Events (MICE) will be handled by our dedicated MICE team.

These bookings may be subject to group terms and conditions.

Groups and MICE reservations must be made in writing by e-mail to: MICE Department. Tel: (230) 402 2927/ 402 2941/ 402 2942/ 402 2981/ 402 2983 - Fax: (230) 402 2909. Email: groups@constancehotels.com

5 CANCELLATION POLICY

5.1 The cancellation terms are detailed hereunder:

CONDITIONS APPLICABLE FOR PRESTIGE, JUNIOR & DELUXE SUITES	
In case of cancellation prior to arrival	Cancellation charges
For bookings covering period 01.11.25 to 22.12.25 incl. and 07.01.26 to 22.12.26 incl. <ul style="list-style-type: none"> • 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 23.12.25 incl. to 06.01.26 incl. <ul style="list-style-type: none"> • Cancellation made between 01.12.25 – 14.12.25 • Cancellation made between 15.12.25 – 22.12.25 • Cancellation made between 23.12.25 – 06.01.26 	50% of total stay 75% of total stay 100% of total stay.
For bookings covering period 23.12.26 incl. to 06.01.27 incl. <ul style="list-style-type: none"> • Cancellation made between 01.12.26 – 14.12.26 • Cancellation made between 15.12.26 – 22.12.26 • Cancellation made between 23.12.26 – 06.01.27 	50% of total stay 75% of total stay 100% of total stay.
In case of cancellation after arrival date	Cancellation charges
For bookings covering period 01.11.25 – 06.01.27	100% of remaining nights
CONDITIONS APPLICABLE FOR POOL VILLAS	
In case of cancellation prior to arrival	Cancellation charges
For bookings covering period 01.11.25 to 22.12.25 incl. and 07.01.26 to 22.12.26 incl. <ul style="list-style-type: none"> • 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 23.12.25 incl. to 06.01.26 incl. <ul style="list-style-type: none"> • Cancellation made between 01.12.25 – 22.12.25 • Cancellation made between 23.12.25 – 06.01.26 	75% of total stay 100% of total stay.
For bookings covering period 23.12.26 incl. to 06.01.27 incl. <ul style="list-style-type: none"> • Cancellation made between 01.12.26 – 22.12.26 • Cancellation made between 23.12.26 – 06.01.27 	75% of total stay 100% of total stay.
In case of cancellation after arrival date	Cancellation charges
For bookings covering period 01.11.25 – 06.01.27	100% of remaining nights
CONDITIONS APPLICABLE FOR THE PRESIDENTIAL VILLA BEACHFRONT WITH PRIVATE POOL	
In case of cancellation prior to arrival	Cancellation charges
For bookings covering period 01.11.25 to 22.12.25 incl. and 07.01.26 to 22.12.26 incl. <ul style="list-style-type: none"> • 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 23.12.25 incl. to 06.01.26 incl. & 23.12.26 incl. to 06.01.27 incl.	Please refer to General Conditions under Payment section 11.1.6
In case of cancellation after arrival date	Cancellation charges
For bookings covering period 01.11.25 – 06.01.27	100% of remaining nights

6 CHRISTMAS/NEW YEAR PERIOD - SEASON 2025/ 2026

- 6.1 A minimum length of stay of **3 nights** applies for all arrivals as from **27th December 2025 until 04th January 2026** inclusive and **27th December 2026 until 04th January 2027** inclusive.
- 6.2 No name change will be accepted.

7 MEAL PLAN

The rooms and suites rates for (Prestige room/ Prestige Beachfront room/ Junior Suites/ Junior Suites Beachfront/ Deluxe Suites) are already on half-board basis.

The guests will have 2 choices:

- Either stay on half-board basis (breakfast and dinner only)
- Or take the all-inclusive supplement option (inclusions as per list)

Supplement should be added on the rooms and suites rates on half-board basis.

The villa rates are already on bed & breakfast basis.

The guests will have 3 choices:

- Either stay on bed & breakfast basis (breakfast only)
- Or take the half-board supplement option (breakfast and dinner only)
- Or take the all-inclusive supplement option (inclusions as per list)

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

7.1 Breakfast

- 7.1.1 All guests are entitled to breakfast buffet at La Citronelle restaurant or continental breakfast at Deer Hunter restaurant.
- 7.1.2 Breakfast orders in room, suite and villa: Continental breakfast can be served with a tray charge (No tray charge applicable for Villa guests). Various other options are available from à la carte menu at extra costs.

7.2 Lunch

- 7.2.1 Clients booked on all-inclusive (AIP) basis are entitled to lunch at Lakaze restaurant (buffet) or Indigo (2 course meal- a la carte or buffet) or Deer Hunter restaurant (2 course meal- a la carte or buffet) or Le Swing (2 course meal- a la carte or buffet).
- 7.2.2 Notes:
 1. All-inclusive starts with lunch and ends with lunch on departure day
 2. Should a guest miss a lunch (for whatever reasons), the lunch is forfeited for that day.
 3. These options are not transferable or cumulative.

7.3 Dinner

- 7.3.1 Guests booked on half board basis or all-inclusive basis are entitled to dinner into 2 restaurants:
- 7.3.2 La Citronelle restaurant (buffet) or Deer Hunter restaurant (3 course meal, "A la carte" or buffet). Some prime dishes have a supplement or
- 7.3.3 Guests can also dine at La Spiaggia and Blu Sushi Lounge with a **food credit** of MUR 2000 per adult, per day & MUR 1000 per child, per day (07 to 12 years old).
- 7.3.4 Or at The Blue Penny Cellar:
- Clients on half-board can dine at The Blue Penny Cellar with a **food credit** of MUR 2000 per adult, per day & MUR 1000 per child, per day (07 to 12 years old)
 - Clients on all-inclusive can dine at The Blue Penny Cellar with a **food, cellar & beverage credit** of MUR 4000 per adult, per day & MUR 2000 per child, per day (07 to 12 years old).

7.4 MEAL PLAN SUPPLEMENTS

ROOMS AND SUITES- ALL INCLUSIVE SUPPLEMENT (OPTIONAL):		
	NET TO RATES	PUBLIC RATES
Per Adult	EURO 95	EURO 120
Per Child (00-06 years)	Free of charge	Free of charge
Per Child (07-12 years)	EURO 50	EURO 60
The above rates are in EURO, per person and per night		
VILLAS- HALF-BOARD SUPPLEMENT (OPTIONAL):		
	NET TO RATES	PUBLIC RATES
Per Adult	EURO 60	EURO 75
Per Child (00-06 years)	Free of charge	Free of charge
Per Child (07-12 years)	EURO 30	EURO 40
The above rates are in EURO, per person and per night		
VILLAS- ALL INCLUSIVE SUPPLEMENT (OPTIONAL):		
	NET TO RATES	PUBLIC RATES
Per Adult	EURO 150	EURO 190
Per Child (00-06 years)	Free of charge	Free of charge
Per Child (07-12 years)	EURO 75	EURO 95
The above rates are in EURO, per person and per night		

7.5 **ALL-INCLUSIVE PACKAGE (AIP) SPECIFIC CONDITIONS & LIST** are detailed in the following schedules and are hereby incorporated by reference and made part of this agreement:

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

[Schedule E – 2026 - CBMP - All Inclusive Package \(AIP\) Description](#)

8 CLIENTS TRAVELLING TOGETHER AS A PARTY OR FOR GROUPS SHOULD BE BOOKED UNDER THE SAME MEAL PLAN.

9 CHECK-IN/ OUT TIME POLICY

Check-in : 14.00 hrs.

Check-out : 12.00 hrs.

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

9.1.1 **Rooms, Suites & Villas - before 14hrs00 (all year round)** - Will be charged at **100% room, suite or villa rate of the previous night**. Early check-in should be booked on the same meal plan as the whole stay.

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

9.2.1 **Rooms, Suites & Villas - before 18hrs00 (all year round)** - Will be charged at **50% room, suite or villa rate of the following night**. Late check-out should be booked on Half board basis for rooms or suites and on Bed & Breakfast basis for villas.

9.2.2 **Rooms, Suites & Villas - after 18hrs00 (all year round)** - Will be charged at **100% room, suite or villa rate of the following night**. Late check-out should be booked on the same meal plan as the whole stay.

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

10 OTHER ATTACHED DOCUMENTS

Please note that the following documents have been annexed:

[Schedule B.1 – 2026 – CBMP – Special Offers – EURO- Rest of the World \(except UK & Ireland\)](#)

[Schedule C.1 – 2026 – CBMP – Wedding package \(TO Rate\)](#)

[Schedule C.2 – 2026 – CBMP – Wedding package \(Public Rate\)](#)

[Schedule D – 2026 – CBMP- Spa package](#)

[Schedule F – 2026 – CBMP – Golf Rates and Conditions](#)

11 GENERAL CONDITIONS

11.1 Payments

- 11.1.1 All charges as per the contract should be included into the Tour Operator's voucher since the Tour Operator will be billed directly by the hotel.
- 11.1.2 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.
- 11.1.3 **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.
- 11.1.4 Pro-forma 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.
- 11.1.5 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.
- 11.1.6 **PAYMENT CONDITIONS APPLICABLE FOR PRESIDENTIAL VILLA BEACHFRONT WITH PRIVATE POOL**
- For bookings covering the period **23.12.25 - 06.01.26 & 23.12.26 - 06.01.27**.
 - 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 a booking is made less than 30 days prior to arrival, a **non-refundable 100%** payment is required upon confirmation of the booking.
- 11.1.7 Bank details:
- A. CONSTANCE INDUSTRIES LTD**
Banque Française Commerciale Ocean Indien, (BFCOI)
16, place de la Madeleine – 75008 PARIS - FRANCE
Tel: (+33) 1 4312 9005– Fax: (+33) 1 4312 9007
- Euro Account No:** 18719 00093 00932062300 37
 - IBAN No.:** FR76 1871 9000 9300 9320 6230 037
 - Swift Code:** BFCO FR PPXXX
- B. CONSTANCE INDUSTRIES LTD**
Mauritius Commercial Bank Ltd
Sir William Newton Street
PORT LOUIS, MAURITIUS
- Euro Account No:** 000011828900
 - IBAN No.:** MU40MCBL 0901 0000 0182 8900 000EUR
 - Swift Code:** MCBL MUMU

12 MARKETING PROCEDURES

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

13 CONSTANCE HOSPITALITY MANAGEMENT LTD LIABILITY

13.1 If, for any reason beyond the control of Constance Hospitality Management Ltd, including but without limiting the generality of the following: Acts of God, epidemics or pandemics, 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 will not have any liability, whether direct or consequential, to the Business Partner in such an event.

14 BUSINESS PARTNERS LIABILITY

14.1 If, for any reason beyond the control of the Business Partner, including but without limiting the generality of the following: Acts of God, epidemics or pandemics, 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.

15 A. APPLICABLE LAW

This Agreement shall be governed by and constructed in all respects in accordance with the Laws of Mauritius.

B. DISPUTES RESOLUTION

Any dispute, controversy, difference or claim arising out of or relating to the present contract shall be referred to and finally resolved by arbitration administered by the Arbitration and Mediation Center of the Mauritius Chamber of Commerce and Industry under the MARC Arbitration Rules in force when the Request for Arbitration is submitted.

- The seat of arbitration shall be Port Louis, Mauritius.
- The law of arbitration shall be the laws of Mauritius.
- Arbitration will take place before a one arbitrator panel.
- The arbitration proceedings shall be conducted in the English language.
- The said arbitration shall be binding upon the parties.
- The law of arbitration (Lex Arbitri) shall be Mauritian law.

15.1 However, 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 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.

16 NOTICES AND SERVICES

16.1 Any notice or other information required or authorised 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.

17 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.

Alessandra Girardi

For : NUBA EXPEDICIONES
Signed by : Alessandra Girardi
Title : Product Director
Date : 19 May 2025



Signed by : Laisa Ahchoon
Title : Head of Sales
Date : 14/04/2025
For and on behalf of Mr. Siegfried Espitalier Noel
Chief Sales and Marketing Officer
CONSTANCE HOSPITALITY MANAGEMENT LTD.

List of other attached schedules that are hereby incorporated by reference and made part of this agreement:

Schedule A.1 – 2026 – CBMP – Rates – EURO NET

Schedule B.1 – 2026 – CBMP – Special Offers – EURO – Rest of the World (except UK & Ireland)

Schedule C.1 – 2026 – CBMP – Wedding package (TO Rate)

Schedule C.2 – 2026 – CBMP – Wedding package (Public Rate)

Schedule D – 2026 – CBMP- Spa package

Schedule E – 2026 – CBMP – All Inclusive Package (AIP) Description

Schedule F – 2026 – CBMP – Golf Rates and Conditions

Schedule H – 2026 – CHML – General Group Terms and Conditions