

Tour Operator Agreement in EURO on Prepayment Terms

This **Tour Operator Agreement** ("The Agreement") is entered into on 16/04/2025 and shall be valid from **01st November 2025 to 09th January 2027**.

BETWEEN The Hotel, **Constance Lemuria Seychelles** ("CLS"), registered under the company name **Le Refuge Du Pecheur 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 & Biling 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 - CLS - RATES - EURO NET

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

- 1.2.1 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.
- 1.2.2 A maximum of one extra person (Adult) can be accommodated when sharing a Senior Suite with two paying adults.
- 1.2.3 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.
- 1.2.4 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.
- 1.2.5 Single adult with one child (between 7-12 yrs): should be charged as double adult rate. Applicable in Junior suite and Senior suite.
- 1.2.6 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.
- 1.2.7 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.
- 1.2.8 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.
- 1.2.9 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.
- 1.2.10 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

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 09.01.27** 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 **10.01.27 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 suites and villas capacity are detailed hereunder:

SUITE/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)

3 ALLOTMENT

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

VALIDITY	01.11.25 – 09.01.27
JUNIOR SUITE	Sell & Report
SENIOR SUITE	On request
POOL VILLA (2 Bedrooms)	On request
PRESIDENTIAL VILLA	On request

3.2 GENERAL CONDITIONS APPLYING TO SELL & REPORT:

- 3.2.1 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.
- 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 (Seychelles).** Tel: (230) 402 2773/ 402 2794/ 402 2777 – Fax: (230) 402 2616. Email: reservations@constancehotels.sc

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 JUNIOR & SENIOR SUITE	
In case of cancellation prior to arrival date	Cancellation charges
For bookings covering period 01.11.25 to 22.12.25 incl. and 10.01.26 to 22.12.26 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 23.12.25 to 09.01.26 incl. *Cancellation made between 01.12.25 – 22.12.25 incl. *Cancellation made between 23.12.25 – 09.01.26 incl.	75% of total stay. 100% of total stay.
For bookings covering period 23.12.26 to 09.01.27 incl. *Cancellation made between 01.12.26 – 22.12.26 incl. *Cancellation made between 23.12.26 – 09.01.27 incl.	75% of total stay. 100% of total stay.
In case of cancellation after arrival date	Cancellation charges
For bookings covering period 01.11.25 – 09.01.27 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 01.11.25 to 22.12.25 incl. and 10.01.26 to 22.12.26 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 23.12.25 to 09.01.26 incl. and 23.12.26 to 09.01.27 incl.	Please refer to General Conditions under Payment section number 11.1.6
In case of cancellation after arrival date	Cancellation charges
For bookings covering period 01.11.25 – 09.01.27 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 01.11.25 to 22.12.25 incl. & 10.01.26 to 22.12.26 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 23.12.25 to 09.01.26 incl. and 23.12.26 to 09.01.27 incl.	Please refer to General Conditions under Payment section number 11.1.6
In case of cancellation after arrival date	Cancellation charges
For bookings covering period 01.11.25 – 09.01.27 incl.	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

7.1 Breakfast

7.1.1 Hotel rates include breakfast. Guests are entitled to breakfast buffet at "Legend Restaurant"

7.1.2 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.

7.2 Dinner

7.2.1 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.

7.2.2 Notes: 1. Half board supplement for dinner is optional and cannot be replaced by lunch

2. 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.

7.3 An optional dinner supplement is available at the following prices

	TO NET PRICE	PUBLIC PRICE
Adult	EURO 80	EURO 100
Child (00-6 years)	FREE OF CHARGE	FREE OF CHARGE
Child (07-12 years)	EURO 45	EURO 55

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

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

7.4 Xmas dinner supplement and New Year dinner supplement (24th & 31st December)

7.4.1 Supplement is compulsory

7.4.2 Supplement must be prepaid through the TO (booking and voucher to be marked accordingly).

7.4.3 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.

7.4.4 Special Offers are not applicable on Gala Dinner Supplements.

7.4.5 TO net prices in EURO as well as a public selling prices are detailed hereunder.

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

X-MAS DINNER	TO NET PRICE	PUBLIC PRICE
Adult	EURO 170	EURO 225
Child (00-6 years)	FREE OF CHARGE	FREE OF CHARGE
Child (07-12 years)	EURO 75	EURO 105
NEW YEAR DINNER	TO NET PRICE	PUBLIC PRICE
Adult	EURO 330	EURO 350
Child (00-6 years)	FREE OF CHARGE	FREE OF CHARGE
Child (07-12 years)	EURO 105	EURO 130

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: 15.00 hrs.

Check-out: 12.00 hrs

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

9.1.1 Suites & Villas - before 15hrs00 - Will be charged at **100% room 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 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.

9.2.2 Suites & Villas - after 18hrs00 - Will be charged at **100% room 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 (Suites & Villas - before 18hrs00) only.

10 OTHER ATTACHED DOCUMENTS

Please note that the following documents have been annexed:

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

Schedule C.1 - 2026 - CLS - Wedding package (TO Rate)

Schedule C.2 - 2026 - CLS - Wedding package (Public Rate)

Schedule D - 2026 - CLS - Spa package

Schedule E - 2026 - CLS - 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 **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.
- 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 POOL VILLAS & PRESIDENTIAL VILLA WITH PRIVATE POOL.**
- For bookings covering the period **23.12.25 - 09.01.26 & 23.12.26 - 09.01.27.**
 - 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:
- 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
- Euro Account No:** 00932037800
 - IBAN No:** FR76 1871 9000 9300 9320 3780 011 (EUR)
 - Swift Code:** BFCO FR PPXXX

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 : 22 May 2025



Signed by : Laisa Ah Choon
Title : Head of Sales
Date : 16/04/2025

For and on behalf of Mr. Siegfried Espitalier Noel
Chief Sales and Marketing Officer
CONSTANCE HOSPITALITY MANAGEMENT LTD.

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

Schedule A.1 - 2026 - CLS - RATES - EURO NET

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

Schedule C.1 - 2026 - CLS - Wedding package (TO Rate)

Schedule C.2 - 2026 - CLS - Wedding package (Public Rate)

Schedule D - 2026 - CLS - Spa package

Schedule E - 2026 - CLS - Golf Rates and Conditions

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