



**SEASON 2026
CONFIDENTIAL TOUR OPERATOR RATES (TO EURO NET)**

ROOMS	01.11.25 - 22.12.25		23.12.25 - 09.01.26		10.01.26 - 08.05.26		09.05.26 - 30.06.26		01.07.26 - 31.10.26		01.11.26 - 22.12.26		23.12.26 - 09.01.27	
	single	double	single	double	single	double	single	double	single	double	single	double	single	double
Junior Suite	570	335	950	475	600	350	550	325	620	360	600	350	1000	500
Senior Suite	650	375	1100	550	700	400	650	375	720	410	700	400	1150	575

CHILDREN IN SEPARATE SUITE

under 18 years - either single or double

% discount applicable on HB adult rate

01.11.25 - 09.01.27	10% discount on adult rate
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FULL BOARD SUPPLEMENT

(incl of Lunch and Dinner)

Supplement per person per night

	child 00 - 06 yrs	child 07 - 12 yrs	13 yrs & above
01.11.25 - 09.01.27	F.O.C	25	50
Note: child as from 13 yrs are considered as adults.			

EXTRA PERSON (CHILDREN AND ADULT)

Maximum one per suite (child ONLY) in Junior suite.
Maximum one per suite (child or adult) in Senior suite

	child 00 - 06 yrs	child 07 - 12 yrs	13 yrs & above
01.11.25 - 09.01.27	F.O.C	75	95
Note: child as from 13 yrs are considered as adults.			

Above rates are quoted in EURO are net, per person per night inclusive of HALF-BOARD (Breakfast buffet & dinner), service and tax.
Rates include land and water sports facilities as well as activities as per hotel factsheet
The hotel reserves the right to amend rates in case of introduction of new taxes.



SEASON 2026
CONFIDENTIAL TOUR OPERATOR RATES (TO EURO NET)
APPLICABLE TO VILLAS WITH PRIVATE POOL

RATES PER UNIT ON BED & BREAKFAST BASIS

EURO	01.11.25 - 22.12.25	23.12.25 - 09.01.26	10.01.26 - 08.05.26	09.05.26 - 30.06.26	01.07.26 - 31.10.26	01.11.26 - 22.12.26	23.12.26 - 09.01.27
Family Villa (2 bedrooms) with private pool	1450	2600	1480	1480	1480	1480	3000
Family Villa (3 bedrooms) with private pool	1800	3300	1900	1900	1900	1900	3500
Beach Villa (1 bedroom) with private pool	1250	2200	1280	1280	1280	1280	2300
Beach Villa (2 bedrooms) with private pool	1800	3300	1900	1900	1900	1900	3500
Hillside Villa (1 bedroom) with private pool	1800	3300	1900	1900	1900	1900	3300
Hillside Villa (2 bedrooms) with private pool	2250	4000	2300	2300	2300	2300	4000
Presidential Villa (3 bedrooms) with private pool	6000	9000	6000	6000	6000	6000	9000

EXTRA PERSON (CHILDREN) (only applicable in Family 3 bedrooms with private pool and Beach Villas 1 or 2 bedrooms with private pool)		
	child 00 - 06 yrs	child 07 - 12 yrs
01.11.25 - 09.01.27	F.O.C	75

Family Villa (3 bedrooms) with private pool : maximum 1 extra person (child) in master bedroom
 Beach Villa (1 bedroom) with private pool : maximum 1 extra person (child) in the villa
 Beach Villa (2 bedrooms) with private pool : maximum 2 extra persons (children)- (1 child in each room)

HALF BOARD SUPPLEMENT (incl of Dinner Only)			
Supplement per person per night			
	child 00 - 06	child 07 - 12	13 yrs & above
01.11.25 - 09.01.27	F.O.C	35	65
Note: child as from 13 yrs are considered as adults.			
Remarks : *Supplement for dinner gives access to "Corosol" (buffet) or 3 course set menu at the beach restaurant "Seselwa".			

FULL BOARD SUPPLEMENT (incl of Lunch and Dinner)			
Supplement per person per night			
	child 00 - 06	child 07 - 12	13 yrs & above
01.11.25 - 09.01.27	F.O.C	60	115
Note: child as from 13 yrs are considered as adults.			

Above rates quoted in EURO are net, per villa per night inclusive of BED & BREAKFAST, service and tax- for 2 persons in the 1-bedroom villa and 4 persons in the 2-bedroom villa and 6 persons in the 3-bedroom villa
 These rates include land and water sports facilities as well as other activities as per hotel factsheet
 The hotel reserves the right to amend rates in case of introduction of new taxes.

SCHEDULE H – 2026 – CHML – GENERAL GROUP TERMS & CONDITIONS

1. Group Reservation Policy

A group reservation is defined as a reservation of ten (10) or more rooms (single or double). All group bookings will be managed by the MICE department.

MICE department contact details:

Email: groups@constancehotels.com

Tel: +230 402 2927/ 2941/2942/ 2981/ 2983

Fax: +230 4022909

2. Group Rates

Group rates are determined based on the number of guests, rooms, and length of stay. A minimum stay of five (5) nights generally applies for group reservations; however, this requirement may vary depending on travel dates and overall hotel occupancy.

3. Payment Terms

Upon confirmation, a Group contract is issued listing all terms, conditions and agreed rates & services, and the following standard payment schedule applies:

- 25% non-refundable deposit due upon confirmation and signature of the Group contract.
- 50% payment due three (3) months prior to arrival.
- 25% final payment (including any outstanding balance) due one (1) month prior to arrival.

All payments cover the total number of rooms and services reserved for the group.

For group reservations confirmed less than 30 days before arrival, 100% payment is required at the time of confirmation.

4. Cancellation Policy

Cancellation charges apply to the entire group booking as follows:

- From contract signature to 90 days prior to arrival – 25% cancellation fee.
- From 89 to 30 days prior to arrival – 75% cancellation fee.
- From 29 to 7 days prior to arrival – 90% cancellation fee.
- From 6 days prior to arrival, including no-shows – 100% cancellation fee.

Example: If a group confirms 20 rooms and cancels 7 days before arrival, a 90% cancellation fee applies (meaning 18 rooms charged). However, 10% of the inventory (2 rooms) may be released without penalty.

5. Porterage Fee

For group bookings of ten (10) rooms or more, a mandatory porterage fee of €15 per room, per stay applies (net, non-commissionable).

This fee is charged to the group only as a service fee for the porters and is fully allocated to them. The hotel does not retain any portion of this amount. Porterage service includes a dedicated team of porters to handle luggage upon arrival and departure.

6. Group Complimentary Room Benefit

Group bookings are entitled to the following complimentary room benefits:

- 1 complimentary half (½) double room for every 10 paid rooms.
- 1 complimentary room for every fifteen (15) paid rooms.

Conditions:

- Complimentary rooms apply to the lowest room category booked by the group;
- Complimentary rooms apply only to accommodation with the basic meal plan (excludes meal plan supplement and/or additional services);
- Complimentary rooms do not apply to pre- or post-stay extensions;
- A maximum of four (4) complimentary rooms can be granted per group stay;
- If the group's confirmed room inventory increases or decreases, the complimentary benefit will be adjusted accordingly.

Tour Operator Agreement in EURO on Prepayment Terms

This **Tour Operator Agreement** ("The Agreement") is entered into on 15/04/2025 and shall be valid from **01st November 2025 to 09th January 2027**.

BETWEEN The Hotel, **Constance Ephelia Seychelles** ("CES"), registered under the company name **Port Launay Resort 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, 3º 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 schedules and are hereby incorporated by reference and made part of this agreement:

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

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

- 1.2.1 Extra person (child) - less than 13 yrs. max 1 in Junior Suite and 1 in Senior Suite are available only if child shares double suite with two paying adults.
- 1.2.2 Extra person (children) - between 0-6 yrs. max 2 in Senior Suite are available only if child shares double suite with two paying adults.
- 1.2.3 Two children aged between 07 and 12 years traveling with two adults must book two double Junior suites or Senior suites. The children cannot be booked as one extra person sharing a single room.
- 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 suites or Senior suites.
- 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 suites or Senior suites.
- 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 A maximum of one extra person (Adult) can be accommodated when sharing a double Senior suite with two paying adults..
- 1.2.10 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.
- 1.2.11 Villas: please refer to above capacity chart

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.) + 1 baby (child less than 2 yrs.)
SENIOR SUITE	2 adults + 1 extra person (child less than 13 yrs. or adult) + 1 baby (child less than 2 yrs.) or 02 adults + 02 children (less than 7 yrs.)
FAMILY VILLA (2 bedrooms) with private pool	4 adults OR 2 adults + 2 children (less than 13 yrs.) + 1 baby (child less than 2 yrs.)
FAMILY VILLA (3 bedrooms) with private pool	6 adults + 1 extra person (child less than 13yrs - in master bedroom only) + 1 baby (child less than 2 yrs)
BEACH VILLA (1 bedroom) with private pool	2 adults + 1 extra person (child less than 13yrs on sofa bed only) + 1 baby (child less than 2 yrs)
BEACH VILLA (2 bedrooms) with private pool	4 adults + 2 extra persons (child less than 13 yrs.) + 1 baby (child less than 2 yrs.)
HILL SIDE VILLA (1 bedroom) with private pool	2 adults
HILL SIDE VILLA (2 bedrooms) with private pool	4 adults
PRESIDENTIAL VILLA with private pool	6 adults

3 ALLOTMENT

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

VALIDITY	01.11.25 – 22.12.25	23.12.25 – 09.01.26 23.12.26 – 09.01.27	10.01.26 – 22.12.26
JUNIOR SUITE	Sell & Report Basis	Sell & Report Basis	Sell & Report Basis
SENIOR SUITE	Sell & Report Basis	Sell & Report Basis	Sell & Report Basis
FAMILY VILLA (2 bedrooms) with private pool	On request	On request	On request
FAMILY VILLA (3 bedrooms) with private pool	On request	On request	On request
BEACH VILLA (1 bedroom) with private pool	Sell & Report Basis	Sell & Report Basis	Sell & Report Basis
BEACH VILLA (2 bedrooms) with private pool	Sell & Report Basis	Sell & Report Basis	Sell & Report Basis
HILL SIDE VILLA (1 bedroom) with private pool	On request	On request	On request
HILL SIDE VILLA (2 bedrooms) with private pool	On request	On request	On request
PRESIDENTIAL VILLA with private pool	On request	On request	On request

3.2 GENERAL CONDITIONS APPLYING TO SELL & REPORT:

- 3.2.1 All bookings in Junior Suites, Senior Suite, Beach Villa (1 bedroom) with private pool & Beach Villa (2 bedrooms) with private pool 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 SUITES AND SENIOR SUITES	
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. <ul style="list-style-type: none"> *Cancellation made between 12 and 07 days prior to arrival *Cancellation made between 06 and 3 days prior to arrival *Cancellation made between 02 and 0 days prior to arrival 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. <ul style="list-style-type: none"> *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. <ul style="list-style-type: none"> *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 ALL VILLA CATEGORIES – EXCEPT HILLSIDE VILLA with private pool & 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. <ul style="list-style-type: none"> *Cancellation made between 21 and 12 days prior to arrival *Cancellation made between 11 days and 3 days prior to arrival *Cancellation made between 02 and 0 days prior to arrival 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. <ul style="list-style-type: none"> *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. <ul style="list-style-type: none"> *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 HILLSIDE 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. <ul style="list-style-type: none"> *Cancellation made between 21 and 12 days prior to arrival *Cancellation made between 11 and 3 days prior to arrival *Cancellation made between 02 and 0 days prior to arrival 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. & 23.12.26 to 09.01.27 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 – 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. <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 to 09.01.26 incl. & 23.12.26 to 09.01.27 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 – 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

The room rates for Junior Suites/Senior 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 full-board supplement option (breakfast, lunch and dinner)

Supplement should be added on the 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 full-board supplement option (breakfast, lunch and dinner only)

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

7.1 Breakfast

- 7.1.1 Junior Suites: Guests are entitled to breakfast at the main restaurant "Corossol".
- 7.1.2 Senior Suites and Villas: Guests are entitled to breakfast at the Restaurant "Seselwa"
- 7.1.3 Breakfast orders in Suites/Villas (excluding Hillside villa with private pool and Presidential Villa with private pool) : continental Breakfast can be served in room, suite / Villa with a tray charge.
- 7.1.4 Various options are available from à la Carte menu at extra costs. Only Hillside villa with private pool and Presidential villa with private pool guests are entitled of daily Breakfast in the villa at no extra cost / with no tray charge.

7.2 Lunch (when guests are booked on Full board basis)

- 7.2.1 Suites & Villas: Guests are entitled to lunch at "Helios" (buffet) or "Seselwa" (A la Carte) or Adam & Eve" (A la Carte) or" Cyann" (A la carte with an option on 2 Starters, 2 Main course and 1 Dessert).
- 7.2.2 Notes:
1. Full Board starts with lunch and ends with breakfast
 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.
 4. In room lunch service does not form part of any meal plan (extra supplement always apply)
 5. A la carte option includes one starter course, one main course and one dessert per person.

7.3 Dinner (when guests are booked on Half / Full board basis)

Suites & Villas: Guests are entitled to dinner at "Corossol" (buffet), "Helios" (A la Carte), "Seselwa" (A la carte), "Adam & Eve" (A la carte), "Cyann" (A la carte) with a food credit SCR 400 per adult and SCR 200 per children (7-12yrs) per day. Food credit is non-cumulative and not transferrable

- 7.3.1 Notes:
1. Half board is for dinner only and cannot be replaced by lunch.
 2. Half board starts with dinner and ends with breakfast.
 3. Should a guest miss dinner (for whatever reasons), the dinner is forfeited for that evening.
 4. Extra supplements are applicable for special menus (other than the half board menu). These will be clearly mentioned on the menu and food and beverage collaterals
 5. Extra supplement might apply for special dishes like lobster or other expensive items.
 6. Drinks are not included in any meal plan.
 7. In room dining/ room service does not form part of meal plan. (Extra supplement apply).
 8. A la Carte option includes one start course, one main course and one dessert per person.

7.4 MEAL PLAN SUPPLEMENTS

FULL – BOARD PACKAGE SUPPLEMENT – SUITES (OPTIONAL):		
	NET TO RATES	PUBLIC RATES
Per Adult	EURO 50	EURO 60
Per Child (00-06 years)	Free of charge	Free of charge
Per Child (07-12 years)	EURO 25	EURO 30
The above rates are in EURO, per person and per night		
HALF – BOARD PACKAGE SUPPLEMENT – ALL VILLAS (OPTIONAL):		
	NET TO RATES	PUBLIC RATES
Per Adult	EURO 65	EURO 80
Per Child (00-06 years)	Free of charge	Free of charge
Per Child (07-12 years)	EURO 35	EURO 45
The above rates are in EURO, per person and per night		
FULL – BOARD PACKAGE SUPPLEMENT – ALL VILLAS (OPTIONAL):		
	NET TO RATES	PUBLIC RATES
Per Adult	EURO 115	EURO 140
Per Child (00-06 years)	Free of charge	Free of charge
Per Child (07-12 years)	EURO 60	EURO 75
The above rates are in EURO, per person and per night		

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 **Suites & Villas - before 14hrs00 (all year round)** - 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 (all year round)**

- **Suites – before 18hrs00:** (all year round) will be charged at **50% room rate of the following night**. Late check-out should be booked on **Half Board basis**
- **Villas – before 18hrs00:** (all year round) will be charged at **50% villa rate of the following night**. Late check-out should be booked on **Bed and Breakfast basis**.

9.2.2 **Suites & Villas - after 18hrs00 (all year round)**

- **Suites – after 18hrs00:** (all year round) 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.
- **Villas – after 18hrs00:** (all year round) will be charged at **100% villa rate of the following night**. Late check-out should be booked on same meal plan as the whole stay

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

10 OTHER ATTACHED DOCUMENTS

Please note that the following documents have been annexed:

[Schedule B.1 - 2026 - CES - Special Offers – EURO – Rest of the World](#)

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

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

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

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 for Hillside Villa (1 bedroom & 2 bedrooms) with private pool and 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:
- A. PORT LAUNAY RESORT LTD**
Mauritius Commercial Bank Ltd
PO Box 122, Manglier St, Victoria Mahe – SEYCHELLES
Tel: +248 428 45 55 – Fax: +248 432 26 76
- Euro Account No:** 00000116823
 - IBAN No.:** SC94MCBL0607000000000116823EUR
 - Swift Code:** MCBLSCSC
- B. PORT LAUNAY RESORT LTD**
Banque Française Commerciale Ocean Indien, (BFCOI)
16, Place de la Madeleine – 75009 PARIS- France
Tel: (+33) 1 4312 9005– Fax: (+33) 1 4312 9007
- Euro Account No:** 00932059700
 - IBAN No.:** FR76 1871 9000 9300 9320 5970 077EUR
 - 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.

For : NUBA EXPEDICIONES

Signed by :

Title :

Date :



Signed by : Laisa Ah Choon

Title : Head of Sales

Date : 15/04/2025

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 - CES - RATES - EURO NET

Schedule B.1 - 2026 - CES - Special Offers - EURO – Rest of the World

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

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

Schedule D – 2026 - CES - Spa package

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