



**SEASON 2027**  
**CONFIDENTIAL TOUR OPERATOR RATES (EURO NET)**

ROOMS	01.11.26 - 22.12.26		23.12.26 - 09.01.27		10.01.27 - 08.05.27		09.05.27 - 30.06.27		01.07.27 - 30.09.27		01.10.27 - 31.10.27		01.11.27 - 22.12.27		23.12.27 - 09.01.28	
	single	double	single	double	single	double	single	double	single	double	single	double	single	double	single	double
Junior Suite	600	350	1000	500	620	360	570	335	650	375	650	375	650	375	1050	525
Premium Junior Suite	x	x	x	x	x	x	x	x	x	x	710	405	710	405	1150	575
Senior Suite	700	400	1150	575	770	435	720	410	790	445	780	440	780	440	1250	625

**CHILDREN IN SEPARATE SUITE**

under 18 years - either single or double

% discount applicable on HB adult rate

01.11.26 - 09.01.28	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
01.11.26 - 09.01.28	F.O.C	25	50
Note: child as from 13 yrs are considered as adults.			

**EXTRA PERSON (CHILDREN AND ADULT)**

Maximum one (child ONLY) per suite, in Junior suite or Premium Junior suite  
Maximum two (children) or one (adult) per suite in Senior suite

	child 00 - 06 yrs	child 07 - 12 yrs	13 yrs & above
01.11.26 - 09.01.28	F.O.C	75	100
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 2027

CONFIDENTIAL TOUR OPERATOR RATES (EURO NET)

RATES PER UNIT ON BED & BREAKFAST BASIS

EURO	01.11.26 - 22.12.26	23.12.26 - 09.01.27	10.01.27 - 08.05.27	09.05.27 - 30.06.27	01.07.27 - 30.09.27	01.10.27 - 31.10.27	01.11.27 - 22.12.27	23.12.27 - 09.01.28
Family Villa (2 bedrooms) with private pool	1480	3000	1500	1500	1500	1600	1600	3000
Family Villa (3 bedrooms) with private pool	1900	3500	1900	1900	1900	2000	2000	3500
Beach Villa (1 bedroom) with private pool	1280	2300	1300	1300	1300	1400	1400	2500
Beach Villa (2 bedrooms) with private pool	1900	3500	1900	1900	1900	2000	2000	3500
Hillside Villa (1 bedroom) with private pool	1900	3300	1900	1900	1900	2000	2000	3300
Hillside Villa (2 bedrooms) with private pool	2300	4000	2300	2300	2300	2400	2400	4000
Presidential Villa (3 bedrooms) with private pool	6000	9000	6000	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)

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)

	child	child
	00 - 06 yrs	07 - 12 yrs
01.11.26 - 09.01.28	F.O.C	75

HALF BOARD SUPPLEMENT

(incl of Dinner Only)

Supplement per person per night

	child	child	13 yrs & above
	00 - 06	07 - 12	
01.11.26 - 09.01.28	F.O.C	35	70

Note: child as from 13 yrs are considered as adults.

Remarks :

\*Supplement for dinner gives access to "Corossol" (buffet)

or 3 course set menu at the beach restaurant "Seselwa".

FULL BOARD SUPPLEMENT

(incl of Lunch and Dinner (incl of Lunch and Dinner)

Supplement per person Supplement per person per night

	child	child	13 yrs & above
	00 - 06	07 - 12	
01.11.26 - 09.01.28	F.O.C	60	120

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.

## Tour Operator Agreement in EURO on Prepayment Terms

This **Tour Operator Agreement** ("The Agreement") is entered into on 09/04/2026 and shall be valid from **01st November 2026 to 09th January 2028**.

**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](mailto:mkt@constancehotels.com)

**AND** The Tour Operator, **NUBA EXPEDICIONES**, located at **C/ Velázquez 94 ,28006 Madrid, Spain**.

- Phone: +34917454747
- Email: [alessandra.girardi@nuba.com](mailto:alessandra.girardi@nuba.com)
- National Registration Number: CICMA 1559
- VAT Number: B83850859
- 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. - 2027 - 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 or Premium Junior Suite and 2 in Senior Suite are available only if child shares double suite with two paying adults.
- 1.2.2 Two children aged between 07 and 12 years traveling with two adults must either book 1 double Senior Suite with 2 extra persons children or book two double Junior Suite or Premium Junior Suite. The children cannot be booked as one extra person sharing a single room.
- 1.2.3 Single adult with one child (between 0-6 yrs.): should be charged as single adult rate plus child FOC. Applicable in Junior Suite, Premium Junior Suite and Senior suite.
- 1.2.4 Single adult with one child (between 7-12 yrs.): should be charged as double adult rate. Applicable in Junior Suite, Premium Junior Suite and Senior suite.
- 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 Junior Suite, Premium Junior Suite or Senior 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 Junior Suite, Premium Junior Suite or Senior suites.
- 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 Junior Suite, Premium Junior Suite and Senior suite.
- 1.2.8 A maximum of one extra person (Adult) can be accommodated when sharing a double Senior suite with two paying adults.
- 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: 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 **01.11.27 until 09.01.28** 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 **10.01.28 until 31.10.28**, the rates of the actual contract over the same period in **2027** 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.)
PREMIUM 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 (adult) + 1 baby (child less than 2 yrs.) OR 02 adults + 02 children (less than 13 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	01.11.26 – 22.12.26	23.12.26 – 09.01.27 23.12.27 – 09.01.28	10.01.27 – 22.12.27
JUNIOR SUITE	<b>Sell &amp; Report Basis</b>	<b>Sell &amp; Report Basis</b>	<b>Sell &amp; Report Basis</b>
PREMIUM JUNIOR SUITE	<b>N/A</b>	<b>Sell &amp; Report Basis</b> (applicable as from 01.10.27 onwards)	<b>Sell &amp; Report Basis</b> (applicable as from 01.10.27 onwards)
SENIOR SUITE	<b>Sell &amp; Report Basis</b>	<b>Sell &amp; Report Basis</b>	<b>Sell &amp; Report Basis</b>
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	<b>Sell &amp; Report Basis</b>	<b>Sell &amp; Report Basis</b>	<b>Sell &amp; Report Basis</b>
BEACH VILLA (2 bedrooms) with private pool	<b>Sell &amp; Report Basis</b>	<b>Sell &amp; Report Basis</b>	<b>Sell &amp; Report Basis</b>
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 Suite, Premium Junior Suite, 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](mailto: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 – 2027 – 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](mailto:groups@constancehotels.com)

## 5 CANCELLATION POLICY

5.1 The cancellation terms are detailed hereunder:

<b>CONDITIONS APPLICABLE FOR JUNIOR SUITE, PREMIUM JUNIOR SUITE AND SENIOR SUITE</b>	
<b>In case of cancellation prior to arrival date</b>	<b>Cancellation charges</b>
<b>For bookings covering period 01.11.26 to 22.12.26 incl. &amp; 10.01.27 to 22.12.27 incl.</b> <ul style="list-style-type: none"> <li>*Cancellation made between 12 and 07 days prior to arrival</li> <li>*Cancellation made between 06 and 3 days prior to arrival</li> <li>*Cancellation made between 02 and 0 days prior to arrival and for all no-shows</li> </ul>	50% of total stay 75% of total stay 100% of total stay
<b>For bookings covering period 23.12.26 to 09.01.27 incl.</b> <ul style="list-style-type: none"> <li>*Cancellation made between 01.12.26 – 22.12.26 incl.</li> <li>*Cancellation made between 23.12.26 – 09.01.27 incl.</li> </ul>	75% of total stay 100% of total stay
<b>For bookings covering period 23.12.27 to 09.01.28 incl.</b> <ul style="list-style-type: none"> <li>*Cancellation made between 01.12.27 – 22.12.27 incl.</li> <li>*Cancellation made between 23.12.27 – 09.01.28 incl.</li> </ul>	75% of total stay 100% of total stay
<b>In case of cancellation after arrival date</b>	<b>Cancellation charges</b>
For bookings covering period 01.11.26 – 09.01.28 incl.	100% of remaining nights
<b>CONDITIONS APPLICABLE FOR ALL VILLA CATEGORIES – EXCEPT HILLSIDE VILLA with private pool &amp; PRESIDENTIAL VILLA with private pool</b>	
<b>In case of cancellation prior to arrival date</b>	<b>Cancellation charges</b>
<b>For bookings covering period 01.11.26 to 22.12.26 incl. &amp; 10.01.27 to 22.12.27 incl.</b> <ul style="list-style-type: none"> <li>*Cancellation made between 21 and 12 days prior to arrival</li> <li>*Cancellation made between 11 days and 3 days prior to arrival</li> <li>*Cancellation made between 02 and 0 days prior to arrival and for all no-shows</li> </ul>	50% of total stay 75% of total stay 100% of total stay
<b>For bookings covering period 23.12.26 to 09.01.27 incl.</b> <ul style="list-style-type: none"> <li>*Cancellation made between 01.12.26 – 22.12.26 incl.</li> <li>*Cancellation made between 23.12.26 – 09.01.27 incl.</li> </ul>	75% of total stay 100% of total stay
<b>For bookings covering period 23.12.27 to 09.01.28 incl.</b> <ul style="list-style-type: none"> <li>*Cancellation made between 01.12.27 – 22.12.27 incl.</li> <li>*Cancellation made between 23.12.27 – 09.01.28 incl.</li> </ul>	75% of total stay 100% of total stay
<b>In case of cancellation after arrival date</b>	<b>Cancellation charges</b>
For bookings covering period 01.11.26 – 09.01.28 incl.	100% of remaining nights
<b>CONDITIONS APPLICABLE FOR HILLSIDE VILLA with private pool</b>	
<b>In case of cancellation prior to arrival date</b>	<b>Cancellation charges</b>
<b>For bookings covering period 01.11.26 to 22.12.26 incl. &amp; 10.01.27 to 22.12.27 incl.</b> <ul style="list-style-type: none"> <li>*Cancellation made between 21 and 12 days prior to arrival</li> <li>*Cancellation made between 11 and 3 days prior to arrival</li> <li>*Cancellation made between 02 and 0 days prior to arrival and for all no-shows</li> </ul>	50% of total stay 75% of total stay 100% of total stay
<b>For bookings covering period 23.12.26 to 09.01.27 incl. &amp; 23.12.27 to 09.01.28 incl.</b>	Please refer to General Conditions under Payment <b>section 11.1.6.</b>
<b>In case of cancellation after arrival date</b>	<b>Cancellation charges</b>
For bookings covering period 01.11.26 – 09.01.28 incl.	100% of remaining nights
<b>CONDITIONS APPLICABLE FOR PRESIDENTIAL VILLA with private pool</b>	
<b>In case of cancellation prior to arrival date</b>	<b>Cancellation charges</b>
<b>For bookings covering period 01.11.26 to 22.12.26 incl. &amp; 10.01.27 to 22.12.27 incl.</b> <ul style="list-style-type: none"> <li>*Cancellation made between 60 and 31 days prior to arrival.</li> <li>*Cancellation made between 30 and 00 days prior to arrival, on arrival day and for all no-shows.</li> </ul>	50% of total stay 100% of total stay
<b>For bookings covering period 23.12.26 to 09.01.27 incl. &amp; 23.12.27 to 09.01.28 incl.</b>	Please refer to General Conditions under Payment <b>section 11.1.6.</b>
<b>In case of cancellation after arrival date</b>	<b>Cancellation charges</b>
For bookings covering period 01.11.26 – 09.01.28 incl.	100% of remaining nights

## 6 CHRISTMAS/NEW YEAR PERIOD - SEASON 2026/ 2027

- 6.1 A minimum length of stay of **3 nights** applies for all arrivals as from **27th December 2026 until 04th January 2027** inclusive and **27th December 2027 until 04th January 2028** inclusive.
- 6.2 No name change will be accepted.

## 7 MEAL PLAN

### The room rates for Junior Suite, Premium Junior Suite, Senior Suite 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 Suite and Premium Junior Suite: 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 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 to 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 supplements 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 transferable.
- 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

<b>FULL – BOARD PACKAGE SUPPLEMENT – SUITES (OPTIONAL):</b>		
	<b>NET TO RATES</b>	<b>PUBLIC RATES</b>
<b>Per Adult</b>	EURO 50	EURO 65
<b>Per Child (00-06 years)</b>	Free of charge	Free of charge
<b>Per Child (07-12 years)</b>	EURO 25	EURO 30
<b>The above rates are in EURO, per person and per night</b>		
<b>HALF – BOARD PACKAGE SUPPLEMENT – ALL VILLAS (OPTIONAL):</b>		
	<b>NET TO RATES</b>	<b>PUBLIC RATES</b>
<b>Per Adult</b>	EURO 70	EURO 90
<b>Per Child (00-06 years)</b>	Free of charge	Free of charge
<b>Per Child (07-12 years)</b>	EURO 35	EURO 45
<b>The above rates are in EURO, per person and per night</b>		
<b>FULL – BOARD PACKAGE SUPPLEMENT – ALL VILLAS (OPTIONAL):</b>		
	<b>NET TO RATES</b>	<b>PUBLIC RATES</b>
<b>Per Adult</b>	EURO 120	EURO 155
<b>Per Child (00-06 years)</b>	Free of charge	Free of charge
<b>Per Child (07-12 years)</b>	EURO 60	EURO 75
<b>The above rates are in EURO, per person and per night</b>		

#### 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 - 2027 - CES - Special Offers – EURO – Rest of the World](#)

[Schedule C.1 – 2027 - CES - Wedding package \(TO Rate\)](#)

[Schedule C.2 – 2027 - CES - Wedding package \(Public Rate\)](#)

[Schedule D – 2027 - 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.:** SC94MCBL06070000000000116823EUR
  - Swift Code:** MCBLS CSC
- 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.**

*Alessandra Girardi*

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**For : NUBA EXPEDICIONES**

**Signed by : Alessandra Girardi**

**Title : Product Director**

**Date : 8 May 2026**

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**Signed by : Laisa Ah Choon**

**Title : Head of Sales**

**Date : 09/04/2026**

**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 - 2027 - CES - RATES - EURO NET**

**Schedule B.1 - 2027 - CES - Special Offers - EURO – Rest of the World**

**Schedule C.1 – 2027 - CES - Wedding package (TO Rate)**

**Schedule C.2 – 2027 - CES - Wedding package (Public Rate)**

**Schedule D – 2027 - CES - Spa package**

**Schedule H – 2027 - CHML – General Group Terms and Conditions**