

## Tour Operator Agreement in USD on Prepayment Terms

This **Tour Operator Agreement** ("The Agreement") is entered into on 13/04/2026 and shall be valid from **01st November 2026 to 06th January 2028**.

**BETWEEN** The Hotel, **Constance Moofushi Maldives** ("CMM"), registered under the company name **MOOFUSHI DEVELOPMENT LTD ( MDL)** 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 1559s
- VAT Number: B83850859
- Trade Name & Biling 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 – CMM - RATES - USD NET**

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

- 1.2.1 Children up to the age of 16 years old staying in our Sand Villas, Water Villas, Senior Sand Villas and Senior Water Villas are the full responsibility of the parent or adult they are staying or registered with. The hotel will not accept any form of responsibility or liability in case of injury or accident the child may suffer while staying in these villas.
- 1.2.2 Extra person (children rate) - (max 1 in Beach villa, Sand Villa & Water Villa categories and max 2 in Senior Sand Villas & Senior Water Villa) are available only if child shares a double villa with two paying adults. A maximum of one extra person (Adult rate) can be accommodated when sharing a double Villa with two paying adults. Applicable in all Villa categories.
- 1.2.3 Two children aged between 07 and 12 years travelling with two adults must book either two double Beach villas, two double Sand Villas, two double Water villas, one Senior Sand Villas or Senior Water Villa. The children cannot be booked as one extra person sharing a single Beach villa, Sand villa or Water villa.
- 1.2.4 Single adult with one child (between 0-6 yrs.): should be charged as single adult rate plus child FOC. Applicable in Beach Villas, Sand Villas, Water Villas, Senior Sand Villas or Senior Water Villas.
- 1.2.5 Single adult with one child (between 7-12 yrs.): should be charged as double adult rate. Applicable in Beach villas, Sand Villas, Water villas, Senior Sand Villas or Senior Water villas.
- 1.2.6 Single adult with two children (both between 0-6 yrs.): should be charged as single adult rate plus two children FOC. Applicable in Beach villas, Sand villas, Water villas, Senior Sand Villas or Senior Water villas.
- 1.2.7 Single adult with two children (both between 7-12 yrs.): should be charged as double adult rate plus one extra person (child rate) – Children Special Offer (whenever applicable) applies only to the extra person (child). Applicable in Beach villas, Sand Villas, Water villas, Senior Sand Villas or Senior Water villas.
- 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 Beach villas, Sand Villas, Water villas, Senior Sand Villas or Senior Water villas.
- 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 In Beach Villa, Sand Villa and Water Villa category, the sofa bed will be converted to a bed to accommodate the third person.

### 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 06.01.28** 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 **07.01.28 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 villas capacity is detailed hereunder

VILLA TYPE	CAPACITY
<b>BEACH VILLAS</b>	2 adults + 1 baby (child less than 2 yrs.) + EITHER 1 extra person (Child - less than 13 yrs) OR 1 extra person (Adult)
<b>SAND VILLAS</b>	2 adults + 1 extra person (Child - less than 13 yrs.) OR 1 extra person (Adult)
<b>WATER VILLAS</b>	2 adults + 1 extra person (Child - less than 13 yrs.) OR 1 extra person (Adult)
<b>SENIOR SAND VILLAS</b>	2 adults + 2 extra persons (Children - less than 13 yrs.) OR 1 extra person (Adult)
<b>SENIOR WATER VILLAS</b>	2 adults + 2 extra persons (Children - less than 13 yrs.) OR 1 extra person (Adult)

## 3 ALLOTMENT

### 3.1 The allotment of the villas is detailed hereunder

ALLOTMENT/ VALIDITY	01.11.26 – 22.12.26 incl.	23.12.26 – 06.01.27 incl. 23.12.27 – 06.01.28 incl.	07.01.27 – 22.12.27 incl.
<b>BEACH VILLAS</b>	<b>Sell &amp; Report</b>	<b>Sell &amp; Report</b>	<b>Sell &amp; Report</b>
<b>SAND VILLAS</b>	<b>Sell &amp; Report</b>	<b>Sell &amp; Report</b>	<b>Sell &amp; Report</b>
<b>WATER VILLAS</b>	<b>Sell &amp; Report</b>	<b>Sell &amp; Report</b>	<b>Sell &amp; Report</b>
<b>SENIOR SAND VILLAS</b>	<b>Sell &amp; Report</b>	<b>Sell &amp; Report</b>	<b>Sell &amp; Report</b>
<b>SENIOR WATER VILLAS</b>	<b>Sell &amp; Report</b>	<b>Sell &amp; Report</b>	<b>Sell &amp; Report</b>

### 3.2 General conditions applying to Sell & Report

- 3.2.1 All bookings in Beach Villas, Sand Villas, Water Villas, Senior Sand Villas and Senior Water Villas will automatically be on a sell & report 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 (Maldives)- Constance Hotels & Resorts.** Tel: (230) 402 2772/ 87/ 77 – Fax: (230) 402 2616 – Email: [reservations@constancehotels.mv](mailto:reservations@constancehotels.mv)

## 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

In case of cancellation prior to arrival date	Cancellation charges
<b>For bookings covering periods 01.11.26 to 22.12.26 incl. &amp; 07.01.27 to 22.12.27 incl.</b>  * Cancellation made between 12 and 07 days prior to arrival * Cancellation made between 06 and 03 days prior to arrival * Cancellation made between 02 days prior to arrival, on arrival day and for all no-show	50% of total stay.  75% of total stay.  100% of total stay.
<b>For bookings covering period 23.12.26 to 06.01.27 incl.</b>  * Cancellation made between 01.12.26 – 22.12.26 incl. * Cancellation made between 23.12.26 – 06.01.27 incl.	75% of total stay.  100% of total stay.
<b>For bookings covering period 23.12.27 to 06.01.28 incl.</b>  * Cancellation made between 01.12.27 – 22.12.27 incl. * Cancellation made between 23.12.27 – 06.01.28 incl.	75% of total stay.  100% of total stay.
In case of cancellation after arrival date	Cancellation charges
<b>For bookings covering period 01.11.26 – 06.01.28 incl.</b>	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 ALL – INCLUSIVE PACKAGE DESCRIPTION**

**7.1 ALL-INCLUSIVE PACKAGE DESCRIPTION** is detailed in the following schedules and are hereby incorporated by reference and made part of this agreement

**Schedule E – 2027 – CMM - All Inclusive Package (AIP) Description - WORLDWIDE**

**8 XMAS AND NEW YEAR DINNER SUPPLEMENT (24<sup>th</sup> & 31<sup>st</sup> DECEMBER)**

- 8.1 Supplement must be prepaid through the TO (booking and voucher to be marked accordingly)
- 8.2 Gala dinners to be taken at the main restaurant.
- 8.3 It is recommended that TO’s selling price does not exceed our public price.
- 8.4 These prices include service charge.
- 8.5 Special Offers are not applicable on Gala Dinner Supplement.
- 8.6 Hereunder, the TO net price in **USD** as well as a Public selling price.

<b>X-MAS DINNER</b>	<b>TO NET PRICE</b>	<b>PUBLIC PRICE</b>
<b>Adult</b>	210	260
<b>Child (0-6 years)</b>	FREE OF CHARGE	FREE OF CHARGE
<b>Child (7-12 years)</b>	110	135
<b>NEW YEAR DINNER</b>	<b>TO NET PRICE</b>	<b>PUBLIC PRICE</b>
<b>Adult</b>	260	325
<b>Child (0-6 years)</b>	FREE OF CHARGE	FREE OF CHARGE
<b>Child (7-12 years)</b>	140	175

**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 **Villas- before 14hrs00** - Will be charged at **100% Villas rate of the previous night.**  
Early check-in should be booked on All Inclusive.

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

- 9.2.1 **Villas - until 16hrs00** - Will be charged at **50% Villas rate of the following night.**  
Late check-out should be booked on All Inclusive.
- 9.2.2 **Villas - after 16hrs00** - Will be charged at **100% Villas rate of the following night.**  
Late check-out should be booked on All Inclusive.

**9.3 Special offers are not applicable on the LCO rates (Villas - until 16hrs) only.**

## **10 OTHER ATTACHED DOCUMENTS**

Please note that the following documents have been annexed

**Schedule B.1.1-2027 - CMM-Special Offer- ASIA, ME, TUR, SP, PT, AUS & OCEA**

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

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

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

**Schedule F – 2027 - CMM - Boat transfer Contract**

**Schedule G – 2027 - CMM - Seaplane transfer Contract**

## **11 GENERAL CONDITIONS**

### **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 **Maldives** 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 Proforma 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 Bank details:
- Beneficiary Name : Moofushi Development Ltd**  
c/o ECS Global  
3rd Floor, Labama House, Sir William Newton Street,  
PORT LOUIS. MAURITIUS
- Beneficiary Bank : The Mauritius Commercial Bank Ltd**  
Sir William Newton Street  
PORT LOUIS. MAURITIUS
- a. **USD Account No:** 000011892110
- b. **IBAN No.:** MU65MCBL0901000001892110000USD
- c. **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** : 8 May 2026



---

**Signed by** : Laisa Ah choon  
**Title** : Head of Sales  
**Date** : 13/04/2026

**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 – 2027 – CMM - RATES – USD NET**

**Schedule B.1.1 – 2027 - CMM-Special Offer- ASIA, ME, TUR, SP, PT, AUS & OCEA**

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

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

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

**Schedule E – 2027 – CMM - All Inclusive Package (AIP) Description - WORLDWIDE**

**Schedule F – 2027 – CMM - Boat transfer Contract**

**Schedule G – 2027 – CMM - Seaplane transfer Contract**

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

  
 CONSTANCE  
 MOOFUSHI  
 MALDIVES  
**SEASON 2027**  
**USD NET RATES- WORLDWIDE**

PERIOD	01.11.26 - 22.12.26		23.12.26 - 06.01.27		07.01.27 - 03.04.27		04.04.27 - 08.05.27		09.05.27 - 17.07.27		18.07.27 - 30.09.27		01.10.27 - 31.10.27		01.11.27 - 22.12.27		23.12.27 - 06.01.28	
	single	double	single	double	single	double	single	double	single	double	single	double	single	double	single	double	single	double
BEACH VILLAS	1150	675	1820	910	1280	740	1080	640	860	530	930	565	1040	620	1160	680	1840	920
SAND VILLAS	1200	700	1920	960	1380	790	1180	690	920	560	990	595	1140	670	1260	730	1940	970
WATER VILLAS	1300	750	2020	1010	1480	840	1280	740	1000	600	1070	635	1240	720	1360	780	2040	1020
SENIOR SAND VILLAS	1400	800	2150	1075	1550	875	1350	775	1100	650	1150	675	1320	760	1430	815	2170	1085
SENIOR WATER VILLAS	1500	850	2200	1100	1630	915	1430	815	1150	675	1200	700	1400	800	1510	855	2220	1110

**Above rates quoted in USD are net, per person and per night on ALL INCLUSIVE basis including service charge and GST**

<p><b>EXTRA PERSON RATES AND CONDITIONS</b>                  (rates in USD are per person and per night on ALL INCLUSIVE basis including service charge and GST)</p> <p><b>a) Extra person (Children):</b>                  Maximum (1) one in Beach villas, Sand villas &amp; Water villas. Maximum (2) two in Senior Sand Villas &amp; Senior Water villas.</p> <table border="1" style="width: 100%;"> <thead> <tr> <th></th> <th>00 - 06 yrs</th> <th>07 - 12 yrs</th> </tr> </thead> <tbody> <tr> <td>01.11.26 - 06.01.28</td> <td>f.o.c</td> <td>190</td> </tr> </tbody> </table> <p><b>b) Extra person (Adult- 13 yrs and above):</b>                  Maximum (1) one in Beach villas, Sand villas, Water villas, Senior Sand villas and Senior Water villas)</p> <table border="1" style="width: 100%;"> <tbody> <tr> <td>01.11.26 - 06.01.28</td> <td>380</td> </tr> </tbody> </table>		00 - 06 yrs	07 - 12 yrs	01.11.26 - 06.01.28	f.o.c	190	01.11.26 - 06.01.28	380	<p><b>CHILDREN IN SEPARATE VILLA</b></p> <p><b>In separate Villa (under 18 years) % discount applicable on ALL INCLUSIVE adult rate</b></p> <table border="1" style="width: 100%;"> <tbody> <tr> <td>01.11.26 - 06.01.28</td> <td>10% discount on adult rate</td> </tr> </tbody> </table> <p><b>GOVERNMENT TAX</b> <span style="float: right;"><i>No special offers are applicable on Green Tax</i></span></p> <p>The rates exclude <b>Maldivian Green Tax</b> of USD 12 (subject to change) per person and per night (Child under 2 yrs old is exempted) and will be invoiced directly to the tour operator.</p>	01.11.26 - 06.01.28	10% discount on adult rate
	00 - 06 yrs	07 - 12 yrs									
01.11.26 - 06.01.28	f.o.c	190									
01.11.26 - 06.01.28	380										
01.11.26 - 06.01.28	10% discount on adult rate										

**All above rates include land and water sports facilities as per hotel factsheet  
 The hotel reserves the right to revise the rates in case of modification of local taxes**