

<p>CONTRACT VALID OVER PERIOD 01.11.24 – 06.01.26 between: HOTEL: MOUROUK EBONY MANAGEMENT LTD hereafter referred to as C RODRIGUES - MOUROUK PORT SUD-EST, MOUROUK, RODRIGUES ISLAND MAURITIUS</p>	<p>Phone: + 230 832 33 51 E-mail: mkt@constancehotels.com</p>
<p>Whereas “MOUROUK EBONY MANAGEMENT LTD” is wholly subsidiary of CONSTANCE HOSPITALITY MANAGEMENT LTD owner and operator of C RODRIGUES - MOUROUK.</p>	
<p>AND TOUR OPERATOR (registered company name & address): MAURITOURS LTD 5 RUE S. VENKATESANANDA B.P 125 ROSE HILL MAURITIUS TOUR OPERATOR’S TRADE NAME & BILLING ADDRESS (please specify):</p>	<p>Phone : + (230) 465 7454 Fax : + (230) 454 1682 E-mail : stephane@mauritours.net, marketingmanager@mauritours.net, marketingsupport@mauritours.net National Registration Number : VAT Number :</p>

SEASON 2025 – CONFIDENTIAL TOUR OPERATOR RATES
VALIDITY: 01.11.24 – 06.01.26

OTHER ATTACHED DOCUMENTS

Please note that the following documents have been sent separately:

1. Tour Operators Rates in **EURO** and **GBP**.
2. Special offers.
3. Annex to contract.

Note: All the conditions and offers mentioned in this contract are only applicable to FIT bookings and not to GROUP bookings. Conditions for Group bookings will be decided on a case by case basis.

ADDITIONNAL NOTES ON RATES AND OFFERS

The rates and offers given in this contract over period **01.11.25 until 06.01.26** 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.

Any bookings taken for stays between 07.01.26 until 31.10.26, the rates of the actual contract over the same period in 2025 will apply until the new contract is issued.

CAPACITY CHART

ROOM TYPE	CAPACITY
PRESTIGE GARDEN VIEW ROOM	2 adults + 1 extra person (child less than 13 yrs)
PRESTIGE OCEAN VIEW ROOM	2 adults + 1 extra person (child less than 13 yrs)
DELUXE BEACHFRONT ROOM	2 adults + 1 extra person (child less than 13 yrs)
BEACH VILLA 2 BEDROOMS	4 adults + 1 baby (less than 02 yrs) included in rate
BEACH VILLA 4 BEDROOMS WITH PRIVATE POOL	8 adults + 1 baby (less than 02 yrs) included in rate + 4 extra person (child less than 13 yrs)

GENERAL CONDITIONS APPLYING TO EXTRA PERSON (CHILD)

1. Extra person (Child) - (max 1 in Prestige Garden View, Prestige Ocean View & Deluxe Beachfront rooms) are available only if child shares double room with two paying adults.
2. Two children aged between 07 and 12 years travelling with two adults must book two double rooms. The children cannot be booked as one extra person sharing a single room.
3. Single adult with one child (between 0-6 yrs): should be charged as single adult rate plus child FOC. Applicable in Prestige Garden View, Prestige Ocean View & Deluxe Beachfront rooms only.
4. Single adult with one child (between 7-12 yrs): should be charged as double adult rate. Applicable in Prestige Garden View, Prestige Ocean View & Deluxe Beachfront rooms only.
5. Single adult with two children (both between 0-6 yrs): should be charged as single adult rate plus 2 children FOC. Applicable in Prestige Garden View, Prestige Ocean View & Deluxe Beachfront rooms only.
6. Single adult with two children (both between 7-12 yrs): should be charged as double adult rate plus 1 extra person (child rate). Applicable in Prestige Garden View, Prestige Ocean View & Deluxe Beachfront rooms only.
7. Single adult with two children (one between 0-6 yrs and one between 7-12 yrs): should be charged as double adult rate plus one child (0-6 yrs) FOC. Applicable in Prestige Garden View, Prestige Ocean View & Deluxe Beachfront rooms only.
8. Children aged 13 years and above are considered as adults for that purpose and Children aged between 00 - 06 years are considered as babies for that purpose.
9. Beach Villa 2 Bedrooms can be shared by 2 adults + 2 children provided that one of the children is over 13 years.
10. Beach Villas 4 bedrooms with private pool: one child (under 13 years old) can be accommodated per bedroom.

ALLOTMENT

VALIDITY	01.11.24 – 06.01.26
PRESTIGE GARDEN VIEW ROOM	Sell & Report Basis
PRESTIGE OCEAN VIEW ROOM	Sell & Report Basis
DELUXE BEACHFRONT ROOM	Sell & Report Basis
BEACH VILLA 2 BEDROOMS	On Request Basis
BEACH VILLA 4 BEDROOMS WITH PRIVATE POOL	On Request Basis

GENERAL CONDITIONS APPLYING TO SELL & REPORT

1. All bookings in Prestige Garden View, Prestige Ocean View and Deluxe Beachfront rooms will automatically be on a sell & report basis. All bookings in the Villas will be on a request basis.
2. In cases where a "Stop Sales" is applicable, the sale will be done "On request basis".
3. The Hotel reserves the right to apply **STOP SALES** or **SALES ON REQUEST** booking conditions with prior notice by fax or e-mail.
4. Bookings must be made in writing either by e-mail or fax addressed to:
Head Of Reservations (Mauritius) - Constance Hotels, Resorts & Golf – Tel: (230) 402 2777 – Fax: (230) 402 2909 – Email: crodrigues@constancehotels.mu

CANCELLATION POLICY

CONDITIONS APPLICABLE FOR ROOMS CATEGORIES

In case of cancellation prior to arrival date	Cancellation charges
For bookings covering period 01.11.24 to 22.12.24 incl. & 07.01.25 to 22.12.25 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 23.12.24 to 06.01.25 incl. and 23.12.25 to 06.01.26 incl. * Cancellation made between 01.12.24 – 22.12.24 incl. & 01.12.25 – 22.12.25 * Cancellation made between 23.12.24 – 06.01.25 incl. & 23.12.25 – 06.01.26	75% of total stay. 100% of total stay.

In case of No shows and cancellation after arrival date	Cancellation charges
For bookings covering period 01.11.24 – 06.01.26 incl.	100% of remaining nights.
CONDITIONS APPLICABLE FOR BEACH VILLA CATEGORIES	
In case of cancellation prior to arrival date	Cancellation charges
For bookings covering period 01.11.24 to 22.12.24 incl. & 07.01.25 to 22.12.25 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 23.12.24 to 06.01.25 incl. and 23.12.25 to 06.01.26 incl.	Please refer to General Conditions under Payment section number 7.
In case of No shows and cancellation after arrival date	Cancellation charges
For bookings covering period 01.11.24 – 06.01.26 incl.	100% of remaining nights.

EXCLUSIVE BEACH VILLA 4 BEDROOMS WITH PRIVATE POOL BENEFITS

- Complimentary dinner in the Villa showcasing the unique specialities of Rodrigues for a minimum 4-night stay, excluding drinks.
- A welcome amenity set.
- Complimentary early check-in or late check-out depending on availability till 15:00pm.

CHRISTMAS / NEW YEAR PERIOD

SEASON 2024/2025

A minimum length of stay of 3 nights applies for all arrivals as from **27th December 2024 until 04th January 2025** inclusive and **27th December 2025 until 04th January 2026** inclusive

No name change will be accepted.

CHECK-IN/ OUT TIME POLICY

Conditions applicable to all room categories and villas:

Check-in : 14h00

Check-out : 12h00

Guaranteed early check-in or late check-out are available at the following conditions:

Guaranteed early check-in (subject to availability):

- a) **Rooms & Villas before 14hrs00:** (all year round) will be charged at **100% room rate of the previous night**. **Early check-in should be booked on same meal plan as the whole stay.**

Guaranteed late check-out (subject to availability):

- b) **Rooms & Villas 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.**
- c) **Rooms & Villas 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.**

Special offers are not applicable on the LCO rates (Suites & Villas – before 18hrs00) only

GENERAL CONDITIONS

1. PAYMENTS:

1. All charges as per contract should be included into the Tour Operator's voucher since the Tour Operator will be billed directly by the hotel.
2. If payment is made through a local representative in Mauritius in the name of the Tour Operator, regardless of charge instructions given by the Tour Operator to his representative, the Tour Operator acknowledges the hotel's invoice as an indebtedness of his company.
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 reserves the right to refuse future the guests. Moreover, if terms of payment are not respected the hotel reserves the right to refuse future guests.

3. CONSTANCE HOSPITALITY MANAGEMENT LTD LIABILITY

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

4. BUSINESS PARTNERS LIABILITY

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

4. A commission of 5% is payable on FIT bookings provided the booking is from a Tour Operator not already contracted by the hotel and that our terms of payment are respected.

5. 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.

6. 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.

7. PAYMENT CONDITIONS APPLICABLE FOR BEACH VILLA 2 BEDROOMS & BEACH VILLA 4 BEDROOMS

For bookings covering period **23.12.24 - 06.01.25 & 23.12.25 - 06.01.26.**

- 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 booking is done less than 30 days prior to arrival, a non-refundable 100% payment is required upon confirmation of booking.

8. Bank details: (1) MOUROUK EBONY MANAGEMENT LTD

Mauritius Commercial Bank Ltd

Sir William Newton Street.

PORT LOUIS- MAURITIUS.

Euro Account No.: 000446790327

GBP Account No.: 000450947297

Iban Code : MU69MCBL0944000446790327000**EUR**

Iban Code : MU86MCBL0944000450947297000**GBP**

Swift Code : MCBL MUMU

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.

5. ARBITRATION AND PROPER LAW:

Any dispute arising out of or in connection with this Agreement shall be referred to arbitration in Port Louis/ Mauritius in accordance with the "Code de Procédures Civiles" ((hereafter referred to as CPC) applicable in Mauritius as well as the International Arbitration Act 2008 it being stipulated that if the provisions of this latter legislation is in conflict with the provision of the CPC, the terms of the 2008 legislation will have precedence. The said arbitration shall be binding upon the parties. This agreement shall be governed by and constructed in all respects in accordance with the Laws of Mauritius. The law of arbitration (Lex Arbitri) shall be Mauritian law. Arbitration will take place before a one arbitrator panel. At the written request of the most diligent party an arbitrator shall be appointed by agreement of both parties within ten days from receipt of the said request. In the event that an agreement cannot be reached as to the name of an arbitrator, the most diligent party shall apply to the honorable judge in chambers of the Supreme Court of Mauritius to appoint the Arbitrator. The parties also agree that the Arbitrator will have the power to grant interlocutory orders and/ or interim measures including orders following the application by any party requesting payment, whether partially or wholly, for which there is no valid defense against such request for payment of sums due.

However and 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 judgement as valid and its execution on assets of the Tour Operator situated anywhere in the world and will not object to any process or ex equatur procedure for the purposes of enforcement of the said judgement by the competent authorities whether judicial or extrajudicial.

6. NOTICE AND SERVICES:

Any notice or other information required or authorized 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-

2. MARKETING PROCEDURES:

> Local Handling selling to a Tour Operator/ Travel Agent or OTA:

1. Prior to communicating our rates to a Tour Operator, Travel Agent or **OTA** interested to feature our hotel, our agreement is required. Full details of the T.O/ T.A/ OTA is to be communicated to the hotel, i.e name contact person, address, telephone, fax, e-mail as well as any information on the T.O/ T.A/ OTA, i.e company's profile, destinations featured, Mauritius hotels featured as well as a copy of the TO's/ TA's/ OTA's brochure if available.
2. In case of acceptance from our part, the handling agency is to advise in respect of payment.
3. If the T.O/ T.A/ OTA sells to direct guests, a minimum mark up of 20% should be applied to our net contracted rates.
4. If the T.O/T.A/ OTA sells through a web site, the rates to be published must not be less than our BAR rates.

> Local Handling selling to Direct Guests:

1. In case a booking is concluded by the Local handling directly with a guest, a minimum mark up of 20% should be added on the contracted rates.
2. Please note that if the local handling has its own website, the rates to be published must not be less than our BAR rates.

mail, facsimile transmission or comparable means of communications to the other party at the address mentioned in this contract.

For : MAURITOURS LTD
Signed by : _____
Title : _____
Company : _____
Date : _____

For C RODRIGUES - MOUROUK
Signed by : Siegfried ESPITALIER-NOEL
Title : Chief Sales & Marketing Officer
Company : CONSTANCE HOSPITALITY MANAGEMENT LTD.
Date : 29.05.2024

The above rates and conditions are only valid for FIT bookings (for a maximum of 9 rooms).

Group bookings will be dealt with on a case-to-case basis. Different rates, terms and conditions might apply. 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.