

CONTRACT VALID OVER PERIOD 01.11.24 – 06.01.26 between: HOTEL: TEKOMA HOTEL LTD hereafter referred to as CONSTANCE TEKOMA RODRIGUES ANSE ALLY, RODRIGUES ISLAND MAURITIUS	Phone: + 230 831 88 10 E-mail: <a href="mailto:mkt@constancehotels.com">mkt@constancehotels.com</a>
Whereas "THL" is wholly subsidiary of CONSTANCE HOSPITALITY MANAGEMENT LTD owner and operator of CONSTANCE TEKOMA RODRIGUES.	
<b>AND TOUR OPERATOR (registered company name &amp; address):</b> <b>MAURITOURS LTD</b> <b>5 RUE S. VENKATESANANDA</b> <b>B.P 125</b> <b>ROSE HILL</b> <b>MAURITIUS</b> <b>TOUR OPERATOR'S TRADE NAME &amp; BILLING ADDRESS (please specify):</b>	Phone : + (230) 465 7454 Fax : + (230) 454 1682 E-mail : <a href="mailto:stephane@mauritours.net">stephane@mauritours.net</a> , <a href="mailto:marketingmanager@mauritours.net">marketingmanager@mauritours.net</a> , <a href="mailto:marketingsupport@mauritours.net">marketingsupport@mauritours.net</a> National Registration Number : VAT Number :

#### OTHER ATTACHED DOCUMENTS

Please note that the following documents have been sent separately:

1. Tour Operators Rates in **EURO** and **GBP**.
2. Special offers (per market).
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.**

## ADDITIONAL 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 offer). 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:

VILLA TYPE	CAPACITY
OCEAN VIEW VILLA	2 adults + 1 baby (less than 02 yrs)
SUPERIOR OCEAN VIEW VILLA	2 adults + 1 extra person (child less than 13 yrs) + 1 baby (less than 02 yrs)
BEACHFRONT VILLA	2 adults + 1 baby (less than 02 yrs)

## GENERAL CONDITIONS APPLYING TO EXTRA PERSON (CHILD):

- Extra person (Child) - (max 1 in Superior Ocean View Villas only) are available only if child shares double villa with two paying adults. Not Applicable on Ocean View Villas and Beachfront Villas.
- Single adult with one child (between 0-6 yrs): should be charged as single adult rate plus child FOC. Applicable in all villa categories.
- Single adult with one child (between 7-12 yrs): should be charged as double adult rate. Applicable in all villa categories.
- Single adult with two children (both between 0-6 yrs): should be charged as single adult rate plus 2 children FOC. Applicable in Superior Ocean View Villas only.
- 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 Superior Ocean View Villas only.
- 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 (0-6yrs) FOC. Applicable in Superior Ocean View Villas only.
- Children aged 13 years and above are considered as adults for that purpose and Children aged between 00 - 02 years are considered as babies for that purpose.
- In the Superior Ocean View Villas, there is an extra bed to accommodate the child.

## ALLOTMENT:

ALLOTMENT / VALIDITY	01.11.24 – 22.12.24 incl.	23.12.24 – 06.01.25 incl. 23.12.25 – 06.01.26 incl.	07.01.25 – 22.12.25 incl.
OCEAN VIEW VILLA	Sell & Report Basis	Sell & Report Basis	Sell & Report Basis
SUPERIOR OCEAN VIEW VILLA	Sell & Report Basis	Sell & Report Basis	Sell & Report Basis
BEACHFRONT VILLA	On Request Basis	On Request Basis	On Request Basis

#### GENERAL CONDITIONS APPLYING TO SELL & REPORT:

1. All bookings in Ocean View Villas and Superior Ocean View Villas will automatically be on a sell & report basis. All bookings in the other villa category 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**  
Tel: (230) 402 2777 – Fax: (230) 402 2909  
Email: tekoma@constancehotels.mu

#### CANCELLATION POLICY:

CONDITIONS APPLICABLE FOR ALL VILLA CATEGORIES	
In case of cancellation prior to arrival date	Cancellation charges
<b>For bookings covering period 01.11.24 to 22.12.24 incl. and 07.01.25 to 22.12.25 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 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.
<b>For bookings covering period 23.12.24 to 06.01.25 and 23.12.25 to 06.01.26 incl.</b> *Cancellation made between 01.12.24 – 22.12.24 incl. & 01.12.25 – 22.12.25 incl. *Cancellation made between 23.12.24 – 06.01.25 incl. & 23.12.25 – 06.01.26 incl.	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.

#### CHRISTMAS / NEW YEAR PERIOD:

##### SEASON 2024-2025

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

No name change will be accepted.

## CHECK-IN/ OUT TIME POLICY:

Conditions applicable to all Villa categories:

Check-in : 14h00

Check-out : 12h00

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

- a) **Villas before 14hrs00:** (all year round) will be charged at **100% villa 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) **Villas before 18hrs00:** (all year round) will be charged at **50% villa rate of the following night**.

Late check-out should be booked on halfboard basis.

- c) **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.

**Special offers are not applicable on the LCO rates (villas - before 18hrs) only.**

## GENERAL CONDITIONS:

### 1. PAYMENTS:

- 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.
- 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.
- 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.

**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.**

- 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 .

- 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

### 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 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

by the Tour Operator. Such commission shall be due even if a simple letter of demand is sent by the Attorney.

7. Bank details: **(1) TEKOMA HOTEL LTD**  
**Banque Française Commerciale Océan Indien, (BFCOI)**  
**Siege Sociale 58, Rue Alexis De Villeneuve Saint Denis,**  
**Ile De La Réunion**  
**Tel: +262 262405555 – Fax: +262 262 62200907**  
**Account No : 10932072300**  
**Iban No.: FR76 1871 9000 9310 9320 7230 057**  
**Swift Code: BFCOFRPP**
- (2) TEKOMA HOTEL LTD**  
**Mauritius Commercial Bank Ltd**  
**La Mivoie, Black River, Mauritius.**  
**Euro Account No.: 000160561604**  
**Iban Code : MU29MCBL0916000000561604000EUR**  
**Swift Code : MCBL MUMU**

## 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.

Please note that if the local handling has its own website, the rates to be published must not be less than our BAR rates.

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-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 CONSTANCE TEKOMA RODRIGUES  
Signed by: Siegfried ESPITALIER-NOEL  
Title : Chief Sales & Marketing Officer  
Company : CONSTANCE HOSPITALITY MANAGEMENT LTD.  
Date : 30.05.2024

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

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.