

AGREEMENT

MADE BETWEEN

The Public Officers' Welfare Council (POWC) and Service Provider for Excursions

The POWC is a body corporate operating under the aegis of the Ministry of Public Service, Administrative and Institutional Reforms.

It has as main objective to cater for the welfare of Public Officers and their families through the organisation of sports and keep-fit, literary and cultural and recreational activities.

On the one hand, the POWC, represented by the Organising Secretary, having its office at Level 6, Atom House, 16, Royal Street, Port Louis, Mauritius,

(Hereinafter referred to as the "Client")

AND

On the other hand,

Name of Company / Tour Operator
Business Registration Number and/or National Identity Card Number
Registered Office Address and/or Residential Address
Represented by: Mr / Mrs / Ms
Registered Office Address and/or Residential Address

(Hereinafter referred to as the "Subscriber")

THE PARTIES HEREBY AGREE AS FOLLOWS:

1.0. DEFINITION AND INTERPRETATION

1.1 The following words and expressions shall have the following meanings:

“Agreement”- means this Agreement and its annexes, as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

“Force Majeure”- means any unforeseeable event outside the control of the parties.

2.0 THE EVENT

2.1 The Client is organising an Excursion, hereinafter referred to as the “Event,” which is detailed below:

Event	Excursion to
Date/Month/Year	
Time	
Place of Event	

3.0. SERVICES TO BE PROVIDED

3.1 The Subscriber hereby expressly agrees to provide the services for the Event as specified in the Expression of Interest as well as in the Programme for the Event.

4.0. PRICING

The pricing applicable per person for the Event as per age category has been mutually agreed by the Subscriber and the Client.as follows:

Age Category	Price Applicable (MUR) Per Person
Adult – above 18 years	
Teenager -to.....years	
Senior Citizen -to.....years	
Child -to.....years	

5.0. PREJUDICE

5.1 The Subscriber undertakes not to perform and shall not perform or cause to be performed, during the Event, any item which may be prejudicial or likely to cause prejudice to the State of Mauritius and/or the public at large or to the reputation or image of the State of Mauritius or its citizens.

6.0. AMENDMENT TO AGREEMENT

6.1 Any amendment to this Agreement shall be made by mutual agreement of the parties and shall be in writing.

7.0. TERMS OF PAYMENT

7.1 The Client agrees to pay to the Subscriber the sum of Rupees only for the services provided by the Subscriber. The payment shall be effected *in toto* to the Subscriber where the Subscriber has provided the services as specified in the Expression of Interest as well as in the Programme for the Event, and upon production of the relevant documents specified below:

- (i) Claim in original addressed to the Public Officers’ Welfare Council in respect of the services provided for the Event;
- (ii) Copy of the BRN Certificate of the Subscriber;
- (iii) Copy of Tax Account Number of the Subscriber;
- (iv) Copy of the VAT Certificate of the Subscriber;
- (v) Copy of the ID Card of the Representative of the Subscriber.

8.0. MODE OF PAYMENT

8.1 Half payment shall be effected upon confirmation of the number of participants for the Event provided all the relevant documents pertaining to the Claim have been received. This payment will be effected by crediting the Bank Account of the Subscriber.

8.2 The remaining half payment shall be effected to the Subscriber upon completion of the Event and will be effected by crediting the Bank Account of the Subscriber within one week after the Event.

9.0. POSTPONEMENT

9.1 Where due to Force Majeure, the Event is postponed by the Client or by the Subscriber, the parties shall, by mutual agreement, agree on a new date for the Event. In any other case, the Event may be postponed upon mutual agreement by the Parties. The Client shall not be liable to pay any compensation or to make any other payment whatsoever to the Subscriber in respect of the postponement.

10.0. CANCELLATION

10.1 Where the Event is cancelled due to Force Majeure, the Subscriber shall not be entitled to any indemnity.

11.0. FORCE MAJEURE

11.1 For the purposes of this Agreement, "Force Majeure" means any event which is beyond the control of the Client and/or Subscriber, as the case may be, which they could not foresee, or which, with a reasonable amount of diligence, could not have been foreseen, and which substantially affects the performance of the Agreement, including, but not limited to:

- (i) a natural phenomenon such as an act of God, including fire, earthquake, storm, flood, or epidemic;
- (ii) an act of any Government, such as war, declared or undeclared, quarantines and embargoes;
- (iii) strikes, industrial unrests or lock outs

11.2 Where such Force Majeure occurs, either party shall **forthwith** notify the other in writing of same.

12.0. RESOLUTION OF DISPUTES

12.1 All disputes or differences arising out of, or in connection with, this Agreement shall be resolved amicably by mutual agreement.

13.0. TERMINATION

13.1 Either party shall be entitled to terminate this Agreement forthwith by written notice to the other party if the other party is in breach of any representation, warranty or obligation under this Agreement. Such termination will be as of right, without any other judicial or extra-judicial formality,

14.0. GOVERNING LAW

14.1 This Agreement shall be governed and construed in accordance with the laws of the Republic of Mauritius.

15.0. WAIVER

15.1 The waiver of any breach of, or failure to enforce, any term or condition resulting from an acceptance of this Agreement shall not be construed as a waiver of any other term or condition thereof. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.

16.0. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

16.1 No rights, benefits or obligations made under this Agreement may be assigned or transferred or deemed to have been assigned or transferred, in whole or in part, by a party without the prior written consent of the other Party.

17.0. NOTICES

17.1 A notice shall be duly served if:

- (a) Delivered by hand, and exchanged for a signed receipt, at the time of actual delivery; or
- (b) Sent by facsimile, upon its receipt being confirmed; or
- (c) Sent by recorded delivery post.

18.0. EFFECTIVE DATE

18.1 This Agreement shall take effect as from the date of its signature.

DRAWN UP IN GOOD FAITH IN TWO ORIGINALS IN PORT LOUIS, MAURITIUS, THIS DAY
OF.....

COMPANY/TOUR OPERATOR

Name:

Signature:

Date:

I.D. No:

CLIENT

Name: RAMBURUTH Vikram

Designation: Organising Secretary

Signature:

Date: