

HOTEL CASA DE LA TÍA TERE

POLICIES AND RULES

All Guests of Hotel Casa de la Tía Tere (the "Hotel") that made their reservation either by phone, email, the Hotel's website, Online Travel Agencies, or directly at the front desk of the Hotel, must accept and abide by the Policies and Rules of the Hotel, as well as they must accept its Privacy Notice.

1. GENERAL

- 1.1. Check-In hours: From 2:00 p.m. until 11:30 p.m. (There is a fee for late Check-In, review section 6)
- 1.2. Check-Out hours: Until 12:00 p.m. (There is a fee for late Check-Out, review section 6)
- 1.3. The Guest must guarantee their Reservation with the details of a valid credit card in their name, only VISA or MasterCard. The Hotel reserves the right to cancel the Reservation if those details are not provided or become invalid.
- 1.4. All Guests must present their official ID upon Check-In.
- 1.5. The Hotel can accommodate only people 13 years or older.
- 1.6. The Hotel may grant the early Check-In to the Guest only if the reserved rooms are available.
- 1.7. For their peace of mind and comfort, Guests must declare to the Hotel any valuable object upon Check-In and keep it in the safe of their respective room during their stay.
- 1.8. Check-In refers to the required registration process for Guests before they start using their reserved rooms.
- 1.9. Check-Out refers to the required process for Guests to confirm that they have finished using their reserved rooms and the lodging service.

2. RATES AND PAYMENTS

- 2.1. Lodging rates plus 16% VAT and 3% Lodging Tax.
- 2.2. The Guest must pay the Total Amount for their Reservation on their reserved arrival date and not after the Check-In.
- 2.3. All payments to the Hotel must be made in Mexican pesos (MXN).
- 2.4. The Hotel accepts only VISA or MasterCard for credit and debit card payments.
- 2.5. Products and services of the Hotel other than the lodging service must be paid in cash.

3. CANCELLATION, NO-SHOW, AND EARLY CHECK-OUT

- 3.1. The Guest can cancel their Reservation free of charge 7 days or more in advance of their reserved arrival date, and within the 24 hours after the creation of their Reservation.
- 3.2. The Guest must pay the Total Amount for their Reservation to the Hotel, as well as the Hotel has the right to charge this amount and does not have any obligation to give refunds, in the following cases:
 - 3.2.1. If the Guest cancels their Reservation within the 7 days prior to their reserved arrival date or thereafter.
 - 3.2.2. If the Guest does not show up to use their Reservation on their reserved arrival date and Check-In hours.
 - 3.2.3. If the Guest checks out before their reserved departure date.
- 3.3. The Guest expressly waives to exercise any chargeback action or refund request against the Hotel through their bank or financial services entity for any refunds not granted, payments, or charges that were established and supported by the section "Cancellation, No-Show and Early Check-Out" of these Policies and Rules.

4. HOTEL SERVICES AND HOURS

- 4.1. In addition to the services specified in their Reservation, Guests have access to Breakfast, Swimming Pool, Parking (1 vehicle per room) and other services mentioned upon Check-In.
- 4.2. Front Desk Hours: From 7:00 a.m. to 11:00 p.m.
- 4.3. Breakfast Hours: From 7:30 a.m. to 11:00 a.m.
- 4.4. Swimming Pool Hours: From 8:00 a.m. Until 8:00 p.m.
- 4.5. From 7:00 a.m. until 11:00 p.m. for all common areas and facilities that do not have hours of use established in these Policies and Rules or directly at the place.
- 4.6. Guests may have visitors only between 7:00 a.m. and 11:00 p.m.
- 4.7. Guests may enter or leave the Parking with their vehicles only between 7:00 a.m. and 11:00 p.m.
- 4.8. Additional fees and rates apply for services outside the hours established in these Policies and Rules. Guests must confirm with the Hotel the availability and the additional fee or rate for the services outside the established hours. The Hotel is not obligated to provide services outside the established hours without prior confirmation during the Front Desk Hours.

5. PROHIBITIONS

- 5.1. The following is prohibited for all Guests and their visitors:
 - 5.1.1. Make any loud sound or behave in a way that may annoy other Guests or disturb the tranquility of the Hotel, particularly between 11:00 p.m. and 7:00 a.m.
 - 5.1.2. Bring animals or pets of any kind to the Hotel.
 - 5.1.3. Smoking in the rooms; it is only allowed in the designated outdoor areas.
 - 5.1.4. Consumption or possession of illegal substances, like narcotics, psychotropics, psychoactives, drugs, etc., as well as those whose consumption or possession may cause behaviors that annoy other Guests or disturb the tranquility of the Hotel.
 - 5.1.5. Use the Swimming Pool outside the hours established in these Policies and Rules.
 - 5.1.6. Use or stay in the facilities or common areas of the Hotel outside the hours established in these Policies and Rules.
 - 5.1.7. Use the facilities or common areas of the Hotel in a way or for a purpose that is abusive, annoying, offensive, destructive, unfair, illegal, or contrary to these Policies and Rules, common sense, morals, and good customs.
 - 5.1.8. Use the rooms in a way or for a purpose that is abusive, annoying, destructive, unfair, illegal, contrary to these Policies and Rules or not in accordance with the corresponding Reservation.
 - 5.1.9. Not abide by these Policies and Rules. Not comply with the Hotel's COVID-19 Health Safety Protocol.
- 5.2. If a Guest or visitor does not abide by the prohibitions established in these Policies and Rules or disturbs the order, the Hotel reserves the right to cancel the reservations and services that are related to that Guest or visitor without any refund.
- 5.3. If a Guest or their visitors cause damages to the property of the Hotel, the Guest must pay the Hotel for such damages.

6. ADDITIONAL CHARGES AND RATES

- 6.1. LATE CHECK-IN. The Guest must pay a \$350 MXN fee in cash to the Hotel in the following cases:
 - 6.1.1. If the Guest checks in between 11:30 p.m. and 7:00 a.m. the next day, on any dates of their reserved stay.
 - 6.1.2. If the Guest checks in between 7:00 a.m. and 11:30 p.m. on any date after their reserved arrival date, either when the Guest did not notify their actual arrival date and time to the Hotel or when such notified arrival time was between 11:30 p.m. and 7:00 a.m. the next day.

This fee cannot be avoided or replaced by the Guest. The Hotel is not obligated to provide the late Check-In service if the Guest did not notify their actual arrival date and time before 11:00 p.m. of their reserved arrival date.
- 6.2. LATE CHECK-OUT: If the Guest checks out after 12:00 p.m. of their reserved departure date, the Guest must pay a \$350 MXN fee in cash to the Hotel for each additional hour. This fee cannot be avoided or replaced by the Guest. The Hotel is not obligated to provide the late Check-Out service if the referred rooms are not available.
- 6.3. PARKING SERVICE OUTSIDE HOURS: Every time Guests enter or leave the parking with their vehicles, between 11:00 p.m. and 7:00 a.m. the next day, they must pay a \$350 MXN fee in cash to the Hotel.
- 6.4. SERVICES FOR VISITORS. If Guests' visitors use the services of the Hotel, Guests must pay the Hotel the following rates for each of their visitors:
 - 6.4.1. Swimming Pool: \$450 MXN in cash per person.
 - 6.4.2. Breakfast: \$120 MXN in cash per person.
 - 6.4.3. Parking: \$20 MXN in cash per vehicle per hour.
 - 6.4.4. Lodging service per extra person: The corresponding adjusted rate or, failing that, \$350 MXN in cash per person per night.

7. FORCE MAJEURE AND FORTUITOUS EVENT

- 7.1. Fortuitous event and force majeure are those events or circumstances that are beyond the control of the Guests and the Hotel, only if those events or circumstances are unforeseeable, irresistible, insurmountable, current, supported by a competent third party or source, and do not come from negligence or provocation of the Guests or the Hotel.
- 7.2. Fortuitous event and force majeure effects are not retroactive, therefore, these effects begin after the fortuitous event or force majeure has been effectively supported and notified to the Hotel or the Guest, as appropriate, and not after it happened. These effects do not apply to the stay period of the Reservation before the supported notification.
- 7.3. When the Guest or the Hotel supports and notifies a fortuitous event or force majeure as defined in the previous paragraphs, the following will proceed:
 - 7.3.1. If the fortuitous event or force majeure is supported and notified before or on the reserved arrival date, the Guest and the Hotel can cancel free of charge and the Hotel must refund all the payments made so far by the Guest.
 - 7.3.2. If the fortuitous event or force majeure is supported and notified after the reserved arrival date, the date on which this supported notification was received by the Hotel or the Guest, as appropriate, will be the new departure date of the

Reservation. Therefore, the Guest must pay the Hotel only for the adjusted stay and the Hotel must refund the corresponding amounts to this effect.

7.3.3. The Guest must send their supporting documents to the Hotel by email and confirm receipt by phone call.

7.4. The following events and circumstances will be considered fortuitous event or force majeure only if they meet the following requirements:

7.4.1. If a Guest has the SARS-COV2 virus (COVID-19), the Guest must prove it to the Hotel by presenting their PCR test, or similar, that confirms the virus.

7.4.2. If the Guest is unable to arrive at the Hotel because the airline or company canceled the transportation service, the Guest must prove it to the Hotel by presenting an official communication or certificate issued by the airline or company that supports this situation.

7.4.3. If the Guest is unable to arrive at the Hotel because of the restrictions imposed by the Government of their country, city, or locality, the Guest must prove it to the Hotel by presenting an official communication or certificate issued by this Government that supports this situation.

7.4.4. The Guest must send their supporting documents to the Hotel by email and confirm receipt by phone call.

8. APPLICABLE LAW AND JURISDICTION: The interpretation, application and compliance of these Policies and Rules are always in accordance with the Mexican Laws. Likewise, in the event of any controversy or dispute that may arise from these Policies and Rules, the Guest and the Hotel will submit to the exclusive jurisdiction and competence of the courts of Oaxaca de Juárez, expressly waiving from now on any other jurisdiction that may correspond to them by reason of their current or future address, nationality, or any other reason.

9. PRIVACY NOTICE: In compliance with the provisions of the Federal Law on Protection of Personal Data Held by Individuals of Mexico, the Hotel informs the Guest about its Privacy Notice, which can be found at https://www.casadelatiatere.com/Aviso_de_Privacidad.pdf, as well as the procedure to exercise the rights of access, rectification, cancellation, and opposition to the processing of their personal data (known as ARCO rights).

10. LANGUAGE: These Policies and Rules were written in English and Spanish, however, for their interpretation, application and compliance, the Spanish version prevail over the English version.

11. COVID-19 HEALTH SAFETY PROTOCOL: All Guests and visitors are obligated to abide by the Hotel's COVID-19 Health Safety Protocol. Likewise, the Hotel must provide its services abiding by this protocol. By way of enunciation but not of limitation, this Protocol obligates all Guests and visitors to the following:

- Each Guest must present upon Check-In a PCR test, or similar, of no later than one week that indicates the current absence of the SARS-COV2 virus (COVID-19) or, failing that, the vaccination certificate against SARS-COV2 virus.
- Each Guest must complete the health status form upon Check-In.
- Use face masks in the facilities and common areas of the Hotel at all times, being the only exceptions the Swimming Pool area and the outdoor Breakfast area.
- Comply with the indications of the signs located in the facilities and common areas of the Hotel.
- Stay at least 2 m (6 ft.) away from other Guests at all times.
- Constant hand washing and use of alcohol-based hand sanitizer.
- Comply with all the sanitary filters installed in the Hotel, including those at entrances, exits, the Breakfast area, etc.
- If COVID-19 symptoms are confirmed, stay in the room and request support by calling the front desk.
- Allow sanitization and cleaning of the rooms.

If the Guests decide to not accept and abide by the Hotel's Policies and Rules, or not accept its Privacy Notice, the Hotel reserves the right to not accept the reservation, not keep it in their records, and refuse to provide the lodging services to those Guests. Last update: January 2021.