



TERMS AND CONDITIONS FOR SERVICES AND/OR TOURIST PACKAGES ACQUIRED WITH HOTEL TERMALES SANTA ROSA DE CABAL

1. LIABILITY CLAUSE

1.1 The Consumer shall be responsible for reading and accepting the terms and conditions of the services and/or tourist packages acquired with Hotel Termales Santa Rosa de Cabal on the website: www.termales.com.co.

1.2 TERMALES SANTA ROSA DE CABAL is responsible for the provision and quality of the accommodation and/or lodging services and family recreation in thermal water pools in day-pass modality at the commercial establishment known as Hotel Termales Santa Rosa de Cabal, under the terms and conditions established for each service.

1.3 TERMALES SANTA ROSA DE CABAL does not assume responsibility for events such as: accidents, strikes, riots, earthquakes, climatic or natural phenomena, security conditions, political factors, denial of entry permits, health issues, or any other force majeure circumstances that alter the normal provision of tourist services, and will only commit to providing services that are not affected by these events.

2. GENERAL CONDITIONS

2.1 Once a reservation is made, Termales Santa Rosa de Cabal will send the user a confirmation letter with direct access to these Terms and Conditions. If the user does not report any discrepancies with the description and details of the contracted services described in the letter within 48 hours of sending the message, the Hotel will understand that the user has read and accepted the terms and conditions mentioned therein. Without a confirmation letter, there is no agreement between the mentioned parties.

2.2 The rates offered by TERMALES SANTA ROSA DE CABAL are subject to variations due to factors such as: the service or tourist package acquired, the season in which the reservation or purchase is made, reforms made by the national or local government to taxes, fees or contributions, among others. The rates in effect at the time of purchase are guaranteed with the corresponding payment of the deposit required for the confirmation of the service.

2.3 Deposit or Advance Payment: Once a reservation is made, the client or guest must make the required deposit to confirm and keep their reservation active. The required deposit will always be equal to 50% of the total value of the acquired service and the payment period is 24 hours from the creation of the reservation.

2.4 If a reservation is canceled due to non-payment or lack of interest by the client to confirm the reservation, the original rates and availability are not guaranteed.



2.5 Hotel Check-In: Termales Santa Rosa de Cabal commits to carrying out the check-in and allowing the use of the rooms for guests with confirmed reservations from 3:00 PM on the day of arrival until 3:00 AM the next day.

2.6 If a guest decides to leave the facilities of Termales Santa Rosa de Cabal after completing the Check-In, whatever the cause is, and does not use the contracted services, they will incur a penalty equivalent to 50% of the total reservation value. For reservations of 2 or more nights, the penalty will be equivalent to the total value of the first reserved night.

2.7 Hotel Check-Out: Guests staying at the hotel must vacate and return the keys to their room at the reception before 12:00 noon on the departure date.

2.8 Late Check-Out: If the guest does not check out of the hotel before 12:00 noon, a penalty of two hundred thousand Colombian pesos (\$200,000 COP) will be charged, allowing the guest to use the room for an additional 3 hours, extending the check-out time until 3:00 PM on the departure date. Late Check-Out is subject to availability and will be possible as long as the occupied room is available on the night of the departure date.

2.9 Extension and Renewal of Tourist Services: When the user wishes to extend or renew the agreed services, they must inform the provider in advance, subject to availability, rates, and space. It will be the client's choice to move to a different room type when that is the only option to add nights to their reservation. In case of moving to a different available room, it should be understood that the new room can be delivered from 3:00 PM onwards.

2.10 Reservation Modifications: Modifications of any kind, including changes in dates, rooms, meal plans, and the number of guests, are allowed as long as the changes are requested more than 48 hours prior to the original check-in date. Modifying to a lower number of attendees than initially agreed upon will result in a penalty equal to the original rate if the reservation is not modified to the correct number of attendees at least 48 hours before the check-in date.

2.11 All persons enjoying the San Miguel Spa must arrive at least 10 minutes before the start of the therapy to complete the administrative process, as the time allocated for the therapy will begin counting from the initially agreed time. In case of late arrival to the therapy, this time will not be refundable or cumulative.

2.12 For some tourist packages, there may be specific terms and conditions that exempt the application of the described conditions. For example, special or promotional plans will have specific conditions indicated in the same plan.

2.13 It is essential to indicate the correct ages of the children in a family group when requesting the reservation and confirming the services. Children under 2 years old (24 months) are considered "infants" and are not charged for their accommodation at



TERMALES DE SANTA ROSA DE CABAL. However, from the age of 2 onwards, an additional person charge will be applied.

2.14 Pool Hours: The hotel's 4 thermal pools have usage hours starting from 8:00 AM to 11:00 PM for guests and from 11:00 AM to 11:00 PM for day visitors.

2.15 Restaurant Service Hours:

- Breakfast: 7:00 AM - 10:15 AM
- Lunch: 12:30 PM - 3:15 PM
- Dinner: 6:30 PM - 10:00 PM
- The restaurant closes at 10:00 PM and the bar closes at 10:30 PM.

2.16 Upon entering the hotel premises, every guest agrees to be recorded and monitored through a closed-circuit video recording system in public areas and spaces of the hotel. This allows monitoring and recording security conditions within the establishment.

3. PROHIBITIONS FOR CLIENTS, VISITORS, AND GUESTS

3.1 The check-in and lodging of any adult without original identification documents are prohibited. Photocopies, scanned documents, or loss reports are not accepted; otherwise, the Hotel will refuse to receive them as guests. Foreigners: Original passport / Nationals: Citizenship card.

3.2 Minors under 18: The check-in and lodging of any minor under 18 years of age who is not accompanied by at least one of their parents or legal guardian is prohibited, or in the absence of the required identification documents to prove their age and the required legal authorizations. In case of doubt about the age, minority will be presumed, in accordance with Article 33 of Law 2068 of 2020 and Paragraph 1 of Article 3 of the Code of Childhood and Adolescence.

Required Documentation: In order to complete the registration process at the hotel, if the minor is accompanied by one of their parents, they must present the identity card, passport, and/or birth certificate at reception. If the minor is not with their parents, it is required to present a copy of the birth certificate showing the relationship, a copy of the parents' citizenship card, and a signed and notarized authorization letter from at least one of the minor's parents.

In the event that the persons with parental authority over the minors are not their parents, the authorization letter for the minors' check-in must be signed and notarized by the persons with parental authority, and an authentic copy of the document certifying this must also be attached.

If the client does not present any of the documents indicated here, Termales Santa Rosa de Cabal will not allow the minor to enter the hotel, in accordance with Article 33 of Law 2068



of 2020.

When it is not possible to complete the check-in due to the lack of required documentation, Termales Santa Rosa de Cabal will impose a penalty by retaining the deposit or advance payment made by the user. Once the penalty is billed, the user will only retain a balance in their favor if the advance or deposit exceeds 50% of the total reservation value.

Termales Santa Rosa de Cabal is against the exploitation, pornography, sexual tourism, and other forms of sexual abuse of minors, in accordance with Law 679 of 2001, Law 1336 of 2009, among others. Users are warned that the exploitation and sexual abuse of minors in Colombia are considered crimes and are punishable by law.

3.3 Food service will be provided by the hotel from check-in until check-out. Therefore, bringing food or drinks into the establishment is prohibited.

3.4 Smoking inside the hotel rooms is not allowed. Termales Santa Rosa de Cabal provides smoke-free spaces, and while cigarettes are not supplied within our establishment, we have designated outdoor areas for smokers. Smoking inside the rooms will result in a penalty of four hundred thousand Colombian pesos (COP 400,000) due to the costs incurred for the deep cleaning of the rooms.

3.5 The consumption and distribution of alcoholic beverages to minors are prohibited, in accordance with Article 1 of Law 124 of 1994 and other applicable regulations.

3.6 The use of drones and video recording within the hotel premises and common areas is prohibited without prior authorization from the staff, clients, or guests being recorded.

3.7 Access to restricted areas such as logistics operation areas, machine rooms, maintenance rooms, and other designated areas is prohibited.

3.8 Engaging in any climbing activities on waterfall or rock areas is prohibited.

3.9 Eating or drinking inside the pools is not allowed.

3.10 Offensive or harmful behavior towards any person or staff member within our premises is not permitted.

3.11 The entry, use, or carrying of weapons is prohibited.

3.12 The use of speakers inside or outside the rooms, as well as activities that disrupt the peace and tranquility of other guests, is prohibited.



4. VAT EXEMPTION FOR TOURIST SERVICES PROVIDED TO RESIDENTS ABROAD (DECREE 297 OF 2016)

Decree 297 of 2016 regulates the VAT exemption on tourist services provided to residents abroad that are used in Colombian territory. Tourist services provided to residents abroad and used in Colombian territory, originating from plans or tourist packages sold by registered tour operators or hotels, are considered exempt from tax.

Who are considered residents abroad?

Foreigners and nationals entering the national territory without the intention of establishing themselves in Colombia and who can prove this condition with the documents indicated by the regulation are considered residents abroad.

How can the status of a non-resident foreign visitor in Colombia be accredited?

Foreign residents abroad must prove their status by presenting the original passport; the Andean card or the Mercosur card, proving their migratory status with the valid entry and stay permit stamp PIP-3, PIP-5, PIP-6, or PIP-10; or the valid temporary visa TP-7, TP-11, or TP-12; depending on the purpose of the resident abroad's entry into the country without the intention of settling.

Nationals will prove their status as residents abroad by presenting documentation issued by the authorities of the country of residence.

Foreign residents who have been in Colombian territory for more than 90 calendar days are not eligible for this exemption. In such cases, Termales Santa Rosa de Cabal will retain copies of the mentioned documents and stamps, without which the tax exemption for the visitor will not proceed.

The VAT exemption benefit cannot be shared with other Colombian resident guests staying in additional rooms to that of the foreign resident, even if they are included in the same reservation, and they must pay VAT for accommodation and other services acquired during the stay at the hotel without exception, regardless of whether a foreigner is responsible for paying their expenses.

5. PET POLICY

Pets are allowed in any of our establishments as long as they are domestic animals for emotional support, service, or assistance, duly certified.

Definitions

a) Emotional Support Animals: These are animals that live under the physical and emotional dependence of humans. Specifically, we refer to dogs and cats necessary for the emotional



well-being of a person, whose condition is related to the owner's mental health.

b) Service or Assistance Animals: This refers to any dog individually trained to perform tasks or do work for the benefit of a person with a disability, including physical, sensory, psychiatric, intellectual, or other mental disabilities.

Other species of animals, whether wild or domestic, trained or untrained, are not considered service or emotional support animals for the purposes of this definition.

Before entering the hotel, the guest or visitor must inform at the time of booking if they will be accompanied by an assistance or emotional support animal. The guest must provide Termales Santa Rosa de Cabal with the following documents:

a) Current vaccination certificate, including the last rabies vaccination, specifying the product name, batch number, administration date, vaccination validity, and veterinarian's signature.

b) Certification of the assistance animal issued by national or international centers by qualified personnel, belonging to or homologated by the Colombian Association of Zootherapy and related activities, or by the entity authorized by the Colombian Agricultural Institute (ICA) or its successor. The card issued by these associations must contain: i) A photo of the animal, ii) The animal's name and breed, iii) The name and ID of the user or owner, iv) Issue and expiration dates, v) Vaccination validity and training center.

Animal owners or handlers must consider:

- A fee will be charged for the animal's lodging according to the hotel's established prices.
- The owner or handler of the companion or assistance animal assumes full responsibility for any damages and harm caused to people, property, public spaces, and the natural environment.
- The companion or assistance animal cannot use the pools or showers, or roam freely in common areas or restaurants of the establishment. The hotel staff will designate a space for the animal's stay.

For reservations made through the website www.termales.com.co, the guest or visitor must be aware of the conditions and restrictions indicated in the reservation confirmation.

Due to their high level of danger, canine breeds or their crosses or hybrids, such as American Staffordshire Terrier, Bullmastiff, Doberman, Argentine Dogo, Bordeaux Dog, Fila Brasileiro, Neapolitan Mastiff, Bull Terrier, Pit Bull Terrier, American Pit Bull Terrier, Presa Canario, Rottweiler, Staffordshire Terrier, Japanese Tosa, and those new breeds or mixes determined by the national government, must always wear a muzzle inside the establishment, as well as having a leash and collar on.



6. WITHDRAWAL POLICY

Withdrawal: (Article 47 of Law 1480 of 2011): Under Colombian legislation, the user can exercise the right of withdrawal within a maximum period of **5 business days from the date of the service contract** with Hotel Termales Santa Rosa de Cabal to cancel a reservation made through timeshare sales or non-traditional or distance sales methods.

In this case, Termales Santa Rosa de Cabal will review the withdrawal request to verify its validity and process the corresponding refund, which will only apply to an administrative fee for interbank transfers. Likewise, the user may also choose a voucher equivalent to 100% of the amount paid at the time of booking or purchase, valid for 365 days, redeemable in full for any services offered by the hotel.

The right of withdrawal does not apply if the reservation is made less than five business days before check-in or if the stay has already begun.

7. PROCEDURE TO REQUEST WITHDRAWAL

To process the withdrawal request, the reservation or purchase holder must send their request to any of the lines enabled for customer service and sales. PBX (606) 365-5237, (606) 365-3421, or WhatsApp (+57) 310 5316341.

Additional Required Documentation: After canceling the reservation, the user must send the formal withdrawal request to the email termales@termales.com.co, indicating the reservation number and attaching the following documents:

- Bank certification in the name of the reservation holder or the account holder used to make the deposit when payment was made by bank transfer.
- Proof of payment.
- Copy of the ID card or identity document of the payment method holder used.

Note: The refund will be made to the payment method used.

8. NO-SHOW OR FAILURE TO CANCEL 48 HOURS PRIOR

When a user of the tourist services fails to check-in at the hotel before 3:00 AM the day after their scheduled arrival date or does not use the contracted services, whatever the cause, a penalty will apply equal to the retention of the 50% deposit of the total reservation value already paid (Article 65, Law 300 of 1996).



Note 1: For reservations of 2 or more nights, the penalty will be equivalent to the total value of the first reserved night.

Note 2: Only users whose deposit was greater than the applied penalty amount can request a refund.

To cancel or modify a reservation, users must contact any of the lines enabled for customer service and sales: PBX (606) 365-5237, (606) 365-3421, WhatsApp (+57) 310 5316341, or the email termales@termales.com.co at least 48 hours before the date and time of arrival.

9. EXCEPTIONS TO THE PENALTY APPLICATION

Exceptions to the penalties for cancellations or modifications requested less than 48 hours before the arrival date are made in cases of force majeure or unforeseen circumstances, duly proven. Some examples are listed below:

Death of the Reservation Holder or a Relative up to the Second Degree of Consanguinity: In this case, the death certificate and a document certifying the relationship of the registered users in the reservation with the deceased person, such as a birth certificate or marriage certificate, must be attached.

Medical or Other Incapacity of the Reservation Holder or a Relative up to the First Degree of Consanguinity: An appropriate document accrediting such a situation (medical history, certificate of incapacity, etc.) must be attached, as well as the document certifying the degree of consanguinity (birth certificate).

Public Health Emergencies and Declared Epidemics: This includes epidemics, pandemics, and public health emergencies related to the COVID-19 pandemic, such as restrictions on freedom of movement (curfews, ID-based movement restrictions, etc.), showing COVID-19 related symptoms, or awaiting COVID-19 test results.

Military Actions and Other Hostilities: Acts of war, hostilities, invasions, civil war, terrorism, explosions, bombings, rebellions, riots, and insurrections.

Documents certifying the exceptions to the penalty must be attached in an email to termales@termales.com.co with a brief statement of the facts that prevent you from presenting yourself at the hotel.

The deadline to get in contact and submit this request is the same as the date and time of your reservation at 15:00. In these cases, Termales Santa Rosa de Cabal will issue a voucher to the user equivalent to 100% of the amount paid at the time of booking or purchase, valid for 365 days, redeemable in full for any services offered by the hotel.



BY CLICKING ON THE BUTTON "I HAVE READ AND ACCEPTED THE TERMS & CONDITIONS", YOU FREELY AND CONSCIOUSLY ACCEPT THE TERMS AND CONDITIONS OF THE SERVICES AND/OR TOURIST PACKAGES ACQUIRED WITH THE TERMALES SANTA ROSA DE CABAL HOTEL MENTIONED ABOVE.

LIKewise, I UNDERSTAND THAT IF I DO NOT CONSENT TO AND ACCEPT THE TERMS AND CONDITIONS OF THE SERVICES AND/OR TOURIST PACKAGES ACQUIRED WITH THE HOTEL IN THEIR ENTIRETY, I SHOULD NOT COMPLETE MY REGISTRATION.

This document was issued on July 1, 2024.