

## TERMS AND CONDITIONS ("Guest Terms") – VERSION 2

### 1. PARTIES

1.1 These Guest Terms shall be made between:

(a) Nuuk Inc. ("**Nuuk**" or "the **Hotel**");

(b) the individual or corporate party booking the reservation and/or completing the registration card ("**Guest**").

1.2 The Guest shall act as agent for other guests (if any) in the party ("**Group**") and by booking with Nuuk and signing the guest registration card, the Guest confirms he/she has authority from the Group to act on its behalf, and in so doing individual members of the Group contract with the Hotel on these terms.

1.3 The reservation shall be subject to the Guest Terms and any additional booking terms which have been notified to the Guest at the time of booking ("**Booking Terms**"). In case of conflict, these Guest Terms prevail over any Booking Terms save for any expressly amended, authorized and agreed cancellation rights and payment terms including but not limited to wholesale contracts, meeting and event contracts, corporate rates and online travel agency agreements. No change to these Guest Terms is permitted without the express written consent of Nuuk.

### 2. RESERVATIONS

2.1 Guest may check in from 3:00 pm on the day of arrival. Check out time is 11:00 am.

2.2 Reservations cannot be applied to alternative dates, nor extended or reduced without prior agreement with Nuuk. Room types and facilities are specified in the Booking Terms.

2.3 Non-confirmed Guest reservations will be retained by Nuuk for up to 48 hours after the date and time of reservation and may be cancelled thereafter by Nuuk without further liability on Nuuk's part unless Nuuk has agreed otherwise in writing.

2.4 Nuuk reserves the right, at its sole discretion, to release any reservation at any time without charge, penalty, loss or damage if it believes that the guest is unfit to stay in the Hotel, e.g., being drunk, disorderly, abusive, aggressive or impolite or causing a danger to other guests, Hotel employees and contractors.

2.5 Reservations are personal to the Guest and cannot be resold or transferred without the express written permission of Nuuk.

2.6 Reservations are confirmed by a 100% deposit of the total amount to secure the reservation.

### 3. CANCELLATIONS

3.1 For individual room bookings of equal to or less than two (2) rooms ("**Individual Booking**"),

- (a) the Guest is allowed to modify the reservation by email at least two (2) weeks prior to the arrival date with no additional cost, subject to room availability or changes in the room rate, or
- (b) the Guest is allowed to cancel the reservation by email
  - i) at least three (3) weeks prior to the arrival date and a 90% refund of the total amount shall be granted, and
  - ii) at least two (2) weeks prior to the arrival date and a 70% refund of the total amount shall be granted, and
  - iii) at least seventy-two (72) hours prior to the arrival date and a 50% refund of the total amount shall be granted, or a 50% amendment fee for re-bookings, and
  - iv) in the seventy-two (72) hours leading up to the arrival date, but 0% refund shall be granted, unless otherwise detailed in the Booking Terms.

3.2 For group bookings of three (3) to five (5) rooms ("**Group Booking**") or group bookings of all rooms ("**Exclusive Booking**"),

- (a) the Guest is allowed to modify the reservation by email at least three (3) weeks prior to the arrival date with no additional cost, subject to availability or changes in rate, or
- (b) the Guest is allowed to cancel the reservation by email
  - i) at least four (4) weeks prior to the arrival date and a 90% refund of the total amount shall be granted, and
  - ii) at least three (3) weeks prior to the arrival date and a 70% refund of the total amount shall be granted, and
  - iii) at least two (2) weeks prior to the arrival date and a 50% refund of the total amount shall be granted, or a 50% amendment fee for re-bookings, and
  - iv) in the thirteen (13) calendar days leading up to the arrival date, but 0% refund shall be granted, unless otherwise detailed in the Booking Terms.

3.3 Changes to a guest's reservation are valid where (i) made by the Guest in writing to the Hotel, (ii) must contain the details of the reservation that needs to be amended including the Guest's name and reservation number, and (iii) accepted by Nuuk.

3.4 In case of proven deaths or accidents, a refund may be granted at the discretion of the Hotel's management.

3.5 A reservation for which a guest has not shown up by check-out time of 11:00 am on the day after the arrival date or which has not been cancelled in advance by the Guest in accordance with these Guest Terms, will be cancelled by Nuuk for any subsequent days and any prepayments will not be refunded.

3.6 If the hotel has to cancel your booking for reasons out of our control, excluding Force Majeure and including but not limited to an emergency maintenance shutdown, we will offer you a full refund or change of date with a 20% rebate within six (6) months of the original reservation date.

3.7 Nuuk reserves the right to cancel the reservation at any time where:

- a) in the Guest's use of the Hotel may, in the reasonable opinion of Nuuk, be prejudicial to the reputation of Nuuk; or
- b) in the reasonable opinion of Nuuk, a reservation was made fraudulently or in violation of these Guest Terms or any other terms applicable to Guest's reservation.

Any refund payable in such circumstances is at the sole discretion of Nuuk. In order to minimize the risk of cancellation under this clause, Guests are advised to discuss any contentious or controversial purposes of their reservation with Nuuk prior to booking.

3.8 TAAL VOLCANO. Guests agreeing to these terms are acknowledging that they are aware of the Hotel's proximity to an active volcano. For the avoidance of doubt, a Force Majeure clause would only be triggered if both (i) an Alert Level 3 or above for Taal Volcano has been announced by the Philippine Institute of Volcanology and Seismology (PHIVOLCS) and (ii) an evacuation of Barangay Berinayan, Laurel, Batangas, has been announced by the applicable local government unit (LGU).

3.9 COVID-19 Illness. If the guest is unable to stay at the hotel due to being diagnosed with COVID-19, we will allow re-bookings for Individual Bookings within three (3) months of the initial reservation date, subject to availability, as long as we are presented with a positive RT-PCR test, certificated rapid antigen test done by a laboratory or a doctor's medical certificate. For Group and Exclusive Bookings, considerations can be made at the sole discretion of the Hotel's management.

3.10 COVID-19 Travel Restrictions. If the guest is unable to travel to our hotel due to COVID-19 related travel restrictions imposed by the government, we will allow re-bookings within three (3) months of the initial reservation date, subject to availability.

3.11 In case of FORCE MAJEURE, your booking can be moved to a date within six (6) months of the original reservation date, subject to availability.

### 4. CHARGES

4.1 Nuuk will charge the Guest the fees specified in the Booking Terms. While breakfast is included, all other incidentals are not. As of Aug 08, 2022, rates are inclusive of 12% VAT. Incidentals are subject to a 10% Service Charge.

4.2 A 100% deposit is required to secure your reservation, unless otherwise detailed in the Booking Terms. Nuuk reserves the right to refuse entry to the Guest until such pre-payment is received. If the full payment is not received, Nuuk reserves the right to release and cancel your reservation, unless there is a separate written agreement between the Guest and Nuuk. Should any pre-payment exceed the total charges, Nuuk will refund the balance to the Guest using the same payment method or use the credit towards incidentals accrued on departure.

4.3 Since Nuuk does not pre-authorize and reserve credit with the Guest's bank, we need to continually monitor the Guest's credit levels outstanding with Nuuk and, therefore, the Hotel reserves the right to demand payment of amounts accruing to a Guest's account at any time and to preclude the Guest from continuing to occupy the Hotel should this demand not be met.

4.4 Should the Guest fail to pay his/her account on demand, Nuuk reserves the right to remove the Guest's property from the Hotel and to store the same until the account has been paid; for which Nuuk may charge the Guest reasonable storage and administrative costs. Nuuk has a lien on the Guest's property which it may sell to pay the account and shall refund the balance, if any, to the Guest. The Guest shall indemnify Nuuk for any losses suffered by way of a Guest failing to pay their account. Any continued reservation is contingent upon the Guest's pre-payment in cleared funds.

4.5 Nuuk reserves the right to charge penalties, with Philippine Peso amounts as determined by Nuuk in its sole discretion, to a Guest's account at any time and to preclude the Guest from continuing to occupy the Hotel should this demand not be met, should the guest breach any Booking Terms and house rules as indicated by the hotel.

4.6 Unless a late check-out has been explicitly granted by Nuuk to the guest, Nuuk reserves the right to charge P1,000.00 for every 30 minutes beyond check-out time that the guest has not cleared the room and has not allowed our housekeepers to begin cleaning. We take health and sanitation seriously and need the full four (4) hours between check-outs and check-ins in order to sanitize and disinfect the rooms and public spaces.

## 5. CONDITIONS ON WHICH A GUEST MAY OCCUPY A ROOM

5.1 It is a condition precedent that the Guest may only occupy the room following check-in where s/he has: (i) completed and signed the guest registration card; (ii) provided identification for all occupants of the rooms; and (iii) provided advanced payment. Only those Guests to whom a room is allocated may occupy the room. Guests are not permitted to resell or transfer their booking. Nuuk will use reasonable endeavors to ensure a room is available for occupation by the Guest at the stated check in time.

5.2 During occupancy of the room and whilst on Hotel premises the Guests will not:

- (a) make excessive noise;
- (b) damage, move or remove Hotel property, whether in the room or on any part of the premises. Any damage, move or removal will be paid for by the Guest and amounts to be paid shall be at the sole discretion of the Hotel;
- (c) leave the room in a disorderly state or such state as will cause distress to the cleaners (a breach of this term is additionally subject to a deep cleaning fee that will be paid for by the Guest and amounts to be paid shall be at the sole discretion of the Hotel);
- (d) use any electrical appliance, other than those supplied or approved by the Hotel, in particular electric water heaters, cooking devices, any equipment greater than 3 kWh or, where stated, greater than the kilowatts stated on any particular socket;
- (e) smoke (including, but not limited to, cigarettes, e-cigarettes or vaping devices, pipes or cigars) in any area of the Hotel's premises except in designated smoking areas;
- (f) park a car or other vehicle otherwise than as agreed by the Hotel or cause obstruction around the Hotel;
- (g) bring or allow into the room any person other than those allocated to the room and will cooperate with the Hotel in having such persons removed;
- (h) enter or occupy any room which has not been allocated to them or obstruct any common parts of the Hotel;
- (i) interfere with other guests, their property or their enjoyment and peaceful stay at the Hotel;
- (j) bring into the Hotel any animal or pet other than those registered in accordance with the Hotel's Pet Policy Agreement ([www.nuuktaal.com/info](http://www.nuuktaal.com/info));
- (k) do or permit anything which is illegal or which may become a nuisance; and
- (l) comply with health and safety and fire regulations recommended by the Hotel.

5.3 During the stay the Guest will produce identification, by way of the room card issued at the time of registration or government issued identification documents, as evidence of Guest's occupancy at the Hotel should it be required in the Hotel restaurants, other sales areas and at any time on the Hotel's premises in the interests of safety and security.

5.4 Upon check-out the Guest will notify the Hotel reception desk of departure and pay all outstanding charges that are due.

## 6. TERMINATION

6.1 This Agreement and any licenses granted within shall end on the earlier of:

- (a) the date and time upon which the Guest checks out of the Hotel or otherwise the Hotel services ordinarily cease; and
- (b) Nuuk giving notice of termination with immediate effect if the Guest breaches any of the Guest Terms.

6.2 Termination is without prejudice to the rights of either party in connection with any prior breach of these Guest Terms.

## 7. LIMITATION OF LIABILITY and DISCLAIMERS

7.1 Guests are advised to be adequately insured, vigilant and take reasonable care over their property generally and especially in spaces accessible to the public as Nuuk are not responsible for theft, loss or damage caused by third parties outside their control.

7.2 For the avoidance of doubt, the Hotel does not accept any liability for theft, loss or damage caused to any vehicle or its contents whilst parked on any Hotel property and as such any vehicles and contents are left entirely at the Guest's risk.

7.3 Food served at the Hotel may contain specific allergens. It is the Guest's responsibility to notify the Hotel of any dietary requirements and any food served by the Hotel is consumed at the Guest's own risk.

7.4 A Php 20,000.00 fee shall be charged for smoking (including, but not limited to, cigarettes, e-cigarettes or vaping devices, pipes or cigars) indoors or within 15 meters of the building as this is not permitted.

7.5 The Guest shall keep Nuuk indemnified in full against all direct, indirect or consequential liabilities, loss, damages, injury, costs and expenses awarded against or incurred or paid by Nuuk as a result of or in connection with:

- (a) the Guest's breach of the Guest Terms;
- (b) any infringement or alleged infringement of any intellectual property rights by the Guest during the stay at Nuuk; and
- (c) any damage caused to the Hotel premises (or contents) whether or not owned by the Hotel, caused by the Guest.

7.6 Traveling with Minors. Children must be supervised at all times and social distancing & COVID safety measures managed. As per the expectation of adults with social distancing, for the safety of all in the environment, we expect parents to ensure that children (i) maintain at least 2 meters of distance between themselves and the next guest, (ii) refrain from running near other guests, and (iii) keep face masks on in public areas unless eating or drinking in the dining room.

7.7 Swimming Pool. The Hotel's pool area does not have lifeguards on duty and Nuuk does not accept any liability for accidents in the pool. Diving into the pool and running around the pool area are not allowed at any time. Appropriate swimwear must be worn at all times in the swimming pool and children must be supervised at all times. Swimwear is only allowed at the pool area; otherwise, casual dress code applies on all other public spaces.

7.8 Wet clothes. Guests must dry themselves or change in the pool house prior to walking through any indoor spaces or prior to sitting on the Hotel's non-waterproof furniture, to avoid damage to our textiles, antiques and hardwood floors.

7.9. No loud music is allowed, especially after 10pm, unless otherwise agreed with the Hotel.

7.10 Guests must follow the prevailing COVID Policy of the hotel as shared prior to or upon check-in at all times.

7.11 Professional photography is not allowed at Nuuk, unless otherwise agreed with the Hotel as part of a pre-arranged package.

7.12 Quiet Time is between 10:00p.m. and 9:00a.m., which covers any loud noise, including the use of the grand piano or ping pong table.

7.13 Lost Room Key Cards are subject to the prevailing fees.

We strive to provide our guests with a clean, safe, and friendly hotel experience. These policies and rules are considered a part of our reservation agreement with you. As our hotel guest, by reading and signing your hotel registration you are agreeing to abide by all of our Guest Terms. These terms are presented here to help promote our guests' safety and enjoyment and to ensure that each guest is aware of the understanding between Nuuk Inc. and the Guest. Our Hotel Policy/House Rules may change from time to time, so please check back for the latest version. Thank you and we wish you a pleasant stay with us!

Conforme:

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Guest's Signature above Printed Name