

## Terms and Conditions



*This document is a translation – our terms and conditions are in Spanish, and can be found at [www.hoteldeeplue.com/terminos.pdf](http://www.hoteldeeplue.com/terminos.pdf).*

By making a booking with us for a stay at Deep Blue, you accept the following terms and conditions.

### 1. Pricing and Payment

- 1.1 All prices shown on our website are in Colombian Pesos, and are calculated on a per room per night basis. For certain holiday periods a minimum of 3 nights stay may apply. These rates apply to pre-booked stays only.
- 1.2 All prices include taxes at the prevailing rate at the time of making your booking.
- 1.3 Your price also includes breakfast but does not include any incidental charges which you may incur during your stay (such as, without limitation, telephone call charges, mini-bar charges, tour or excursion charges, restaurant or bar charges). Any such additional charges will be payable in full by you on your departure and in the event that you fail to pay any such incidental charges, you irrevocably authorize Deep Blue to debit your credit or debit card for any amount of any shortfall.
- 1.4 Prices are subject to change without notice and your final price is only guaranteed once we have confirmed your booking by email.
- 1.5 For bookings during high season, a deposit payment will be requested at the time of booking, and full payment will be due no less than 30 days in advance of your arrival.

### 2. Payment & Cancellations

- 2.1 Payment and cancellation conditions vary according to the rate selected.

#### Best Rate

For reservations at the “Best Rate” a 1 night deposit is required on the day of making the reservation. For stays of seven nights or more, a two night deposit is required. Full payment will be debited from your card 30 days before arrival. *For reservations outside the permitted cancellation period (ie. reservations 30 days or less in advance), full payment will be charged to your card at the time of booking (even though the reservations system will automatically display just a one night deposit).*

Cancellations made:

- More than 90 days before checkin receive a refund less 250,000 pesos (per room)
- 60-90 days before checkin receive a refund less 450,000 pesos (per room).
- 30-60 days before check-in will forfeit the deposit payment.
- Less than 30 days before check-in will require full payment to be charged, however if the hotel successfully resells the room nights a partial refund might be offered.
- Cancellations made within 24 hours of making the reservation will receive a full refund.

One free date change is permitted when requested at least 30 days before check-in but only for reservations not during high season (high season being Easter Week, 1 July – 27 August, 18 December – 7 January). Cancellations or date changes can only be requested via email. It is not possible to make any changes or cancellations by phone.

#### Flexible Rate

For reservation at the “Flexible Rate”, credit card details are requested at the time of booking, but no charge is made until 28 days prior to check-in when full payment will be charged to your card. Free cancellations can be made up to 21 days in advance at no charge. Cancellations made 14-21 days in advance will result in 50% cancellation penalty. Cancellations made less than 14 days in advance will result in 100% penalty, however if the hotel successfully resells the room nights a partial refund might be offered. Date changes are permitted when requested at least 21 days before check-in. Cancellations or date changes can only be requested via email. It is not possible to make any changes or cancellations by phone.

- 2.1 For all reservations, if you do not arrive at Deep Blue on the first day of your booking, your booking will be chargeable in full and no refund will be issued.

- 2.2. For any “special offers” or discounts offered by the hotel, complete payment is required at the time of booking and this payment is non-refundable, unless specifically stated otherwise.

- 2.3 It is possible to retract your reservation request and receive a full refund for up to 5 days after the date you made the reservation. If the reservation was made less than 5 days before check-in it is not possible to retract the reservation. Such refunds will be subject to the law as contemplated by article 51 of law number 1480 from the year 2011.

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2.4 Group reservations are considered as reservations of 3 rooms or more. Group reservations are subject to different terms and conditions. All payments for group reservations are non refundable and are non date changeable. Full payment for group reservations must be made in advance according to the payment schedule that will be set out by email.

### **3. Early Departures**

No refunds are given for early departures or unused nights.

### **4. Check In and Check Out**

4.1 Your hotel room will be available from 15:00 hrs. on the day of arrival.

4.2 Rooms must be vacated by 11am on the day of departure, unless otherwise agreed in advance at the discretion of the hotel manager. If this has not been so agreed, the hotel reserves the right to charge a late check-out penalty fee of 150,000 COP per hour.

### **5. Flights and Bad Weather**

5.1 In cases when we have helped to book your flights between San Andres and Providencia, these flights are non-refundable and are not date changeable unless otherwise stated and it is your sole responsibility to keep apprised of any schedule changes or cancellations.

5.2 If we have helped book your flights, if you wish to change them it is your responsibility to contact the airline and find out if this is possible, and to make the changes yourself, assuming any associated additional charges.

5.3 When flights from Providencia to San Andres are cancelled, and the client is unable to leave Providencia Island, the client assumes the financial costs of staying additional nights in Providencia.

### **6. Tours/Excursions**

6.1 If you chose to take a tour or excursion organized by us during your stay at Deep Blue, it may be subject to additional terms and additional charges.

### **7. Pets**

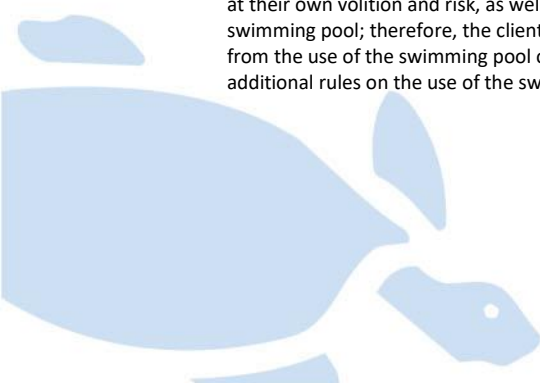
Pets or other animals are not allowed in Deep Blue or its grounds under any circumstances.

### **8. Scuba Diving**

The hotel does not provide scuba diving services, only facilitates contact with local officials responsible for such services. Customer agrees to know that such activities involve risky activities, and therefore in the event of suffering any injury or physical damage, whatever its gravity, exempt from any responsibility to Deep Blue, owners, administrators and officials, for any injury or damages suffered during the occasion of the performance of such activities, including those that occurred by unforeseeable circumstances or outside forces, all the above in accordance with the law. In addition, if the customer makes use of the hotel-owned equipment for the exercise of such activities, they must use them under their own volition and risk, and be liable for any damages, as they remain under the tenure of the client, are attributable to the latter, which will be charged to the client's account.

### **9 Pools**

The customer will be responsible for the use of the pool(s) of the hotel, especially in relation to minors. The client will use the pool at their own volition and risk, as well as, also assuming the risk of minors who are under their custody and that make use of the swimming pool; therefore, the client excludes any responsibility to Deep Blue, owners, managers, officials, for damages originating from the use of the swimming pool on the part of this or of minors in their charge. The hotel reserves the right to establish additional rules on the use of the swimming pool which will be published in the respective facilities.



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## 10. Complaints or Comments

Any complaint or comment regarding a stay at Deep Blue should be made in the first instance to the duty manager at the time of your stay so that it can be resolved at the time. Problems which cannot be resolved there and then should be notified in writing to [mail@hoteldeepblue.com](mailto:mail@hoteldeepblue.com).

## 11. General

11.1 Although every effort has been made to ensure the accuracy of the information contained on our website, we cannot accept responsibility for any errors or omissions, and reserve the right to vary, amend, supplement or cancel any of the information or offers featured on the website from time to time.

11.2 These terms and conditions shall be subject to the laws of Colombia and the exclusive jurisdiction of the Colombian courts.

## 12. Responsibility

12.1 We shall not be responsible for any loss or damage which you may suffer arising out of events beyond our control or the control of our suppliers (including, without limitation, fire, failure of electrical, gas or other power supplies, strikes, industrial action, technical problems with transport, illness of tour guides and bad weather), nor for any curtailment, cancellation or change to any accommodation, activity or itinerary or any other consequences which arise as a result of such events.

12.2 Additionally, the client assumes responsibility for their personal objects and the hotel is not responsible for damage to or loss of personal belongings that are a result of client negligence or 3rd party actions.

## 13. Privacy Policy

By reading and accepting our terms and conditions you authorize us to use your personal details in accordance with section 13 of our terms and conditions (in Spanish) which can be found at [www.hoteldeepblue.com/terminos.pdf](http://www.hoteldeepblue.com/terminos.pdf). Our privacy policy can be found at <http://www.hoteldeepblue.com/politicas.pdf>

## 14. Explanation of certain words

"Booking" means a reservation at Deep Blue that we have confirmed;

"High Season" means the annual period over December and January, and over Easter Week, as detailed on our website;

"Regular Season" means the dates which do not form part of the high season;

"Deep Blue" means the hotel located at Bahía Maracaibo, Isla de Providencia, Colombia;

"Website" means our website at [www.hoteldeepblue.com](http://www.hoteldeepblue.com);

"We", "us" or "our" means Ecoteles Colombia SAS of the address Hotel Deep Blue, Sector Maracaibo, Isla de Providencia, Departamento de San Andrés, Colombia, registered in Colombia under company number (NIT) 900296274-6;

"You" means the customer with whom we make this Agreement and includes a person who we reasonably believe is acting with your authority.



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