

**FLAMINGO CANCUN RESORT  
INTERNAL REGULATIONS OF THE HOTEL**

**ART. I LEGAL REGIME.** The relations that are produced by reason of the services of the Lodging of the USERS with this Establishment will be governed by the Mercantile legislation and supplementarily by the Civil applicable, by the General Law of Tourism, the Regulation of the same one. As well as by the corresponding Government Regulation.

These provisions are considered mandatory, known and accepted by the USER, and the common practical uses that govern the matter in this place shall also apply. THE HOTEL has at the sight of the USERS in each room the present regulations voluntarily registered before the SECTUR and the PROFECO, being its compliance mandatory, both for the company and for the guests.

**ART. II GUEST REGISTRATION AND IDENTIFICATION.** THE USER has the unavoidable obligation to register by personally filling out the registration card, which must indicate the following information.

A Applicable rate

C Number of nights to be stayed.

E Conditions and cancellation fee.

B Type of room requested.

D Services included.

F Reservation code.

G Check-in deadline (room delivery).

For statistical purposes the registration card must contain:

A Check-in and check-out date.

B Nationality

C Place of residence

D Number of registered USERS.

THE HOTEL must specify in advance if an additional charge is applied when payment is made by credit card. Charging policies for regular services must be clearly specified prior to the USER's registration.

When guests are a pre-arranged group, their representative will fill out the registration cards or provide a list of those who have completed the registrations. THE HOTEL will deny accommodation to the guest who does not comply with this requirement and is empowered to demand, if it deems it appropriate, the identification of the applicant and the persons accompanying him/her in the accommodation.

**ART. III OBLIGATIONS OF THE HOTEL.** This negotiation in the presentation of its lodging services is committed to comply with the expressly agreed, according to the nature of the lodging and the rules attached to the use and the existing practice in this place and to what is ordered by the applicable laws and regulations.

**ART. IV TIME OF LODGING.** THE USER, in accordance with the company, shall specify on the registration card the number of days he/she will be staying at the HOTEL.

It is considered as a unit of time in the lodging contract, charging the agreed rent without exceeding the public rates. The time of a day whose expiration is set at 12 noon each day. All USERS are entitled to a tolerance margin of 30 minutes from the check-out time. The rooms must be provided to the guest no later than 3:00 p.m. on the reserved day. The first day of lodging shall be deemed to have been completed, within the indicated schedule, when the room is occupied before six o'clock in the morning. When the duration of the accommodation has not been fixed in the registration card, the accommodation shall be understood as contracted for one day only and stays for a longer period shall be considered as implicit and voluntary extensions of 24 hours each time, The HOTEL may terminate the accommodation at any time, prior notice to the guest. In the case of accommodation agreed for a longer period of time, the above rule is applicable at the end of the contracted time.

**ART. V OBLIGATIONS OF THE USER, PAYMENT OF TARIFF.** It is the obligation of the USER, to settle punctually the amount of the account caused in the denial, when it is required by the company. The tariff of the lodging service is exposed at sight. Payment may be required in advance at the HOTEL's discretion, the guest may guarantee payment to the HOTEL by signing a promissory note (voucher) of a credit card accepted by the HOTEL. The guest who, on the day of departure, vacates his/her room after the hours established in the previous article, shall be obliged to make the corresponding payment for each additional hour indicated on the check-in card.

Failure to pay by the USER when required to do so shall cause the termination of the lodging service and the HOTEL may use public force to demand and carry out the vacating of the room, being able to retain the luggage as a guarantee in the terms provided by Art 2669 of the Civil Code for Mexico City or its correlatives of the states of the republic. Regardless of the foregoing, in accordance with the provisions of Art 387, section IV of the Penal Code in force for Mexico City and its correlatives in the states of the republic, the guest who, having been granted a service, has not paid the amount thereof, is committing the crime of fraud provided for in the aforementioned numeral.

THE HOTEL will not be able to condition the purchase of other consumptions to the lodging service, except in the case of packages.

THE HOTEL does not apply minimum consumption in any of its facilities.

**ART. VI LIABILITY OF THE HOTEL.** The HOTEL is only responsible as a depositary for the values of money, jewelry and other goods that the USER has deposited in the administration of the HOTEL and are received as such by the staff of the negotiation authorized for that purpose and the corresponding receipt has been given or, if applicable, have been kept in the safe deposit box. The HOTEL offers in each room a safe deposit box service at no cost to the USER.

**ART. VII MISCELLANEOUS PROVISIONS.** The HOTEL does not authorize access to the rooms occupied by the USERS to any person who has not been previously and expressly authorized by the USER and in any case, reserves the right not to allow visits from other persons in the room. The persons working in the service and cleaning, maintenance and supervision, as well as the legal representative or administrator of the HOTEL, shall have free access to the rooms occupied by the USERS. Visits, searches, inspections and other procedures within the rooms intended to be carried out by the authorities in the performance of their duties. They will be carried out with the strictest adherence to the constitutional guarantees.

Children must not leave the room alone, nor circulate in corridors, gardens, elevators, swimming pool or public areas and services of the hotel, if they are not accompanied by an adult.

The common areas, sports and recreation centers whose administration corresponds to the establishment, will be for the exclusive use of the USERS in the manner, terms and conditions that are indicated, in the case of facilities for sports activities it is established that they are free for USERS within the established schedules without generating or conditioning any expense. The person who wishes to be temporarily absent from the establishment and retain the rented room at his disposal must pay in advance the amount of the rent for the entire period of his absence, after which time, if no new payment is made, the manager may proceed according to Article V.

When the USERS are absent for more than 48 hours without prior notice to the administration, the HOTEL may terminate the accommodation contract and proceed to collect the luggage in the event that the actual value of the guest's luggage does not guarantee the amount of the bill.

**ART. VIII LUGGAGE AS GUARANTEE.** The luggage and other goods brought by the guests into the establishment are considered property of the person who carries out the check-in and may be preferentially liable for all the debts that, for lodging, complementary services and other consumptions caused by the persons included in the respective regime.

**ART. IX CIVIL LIABILITY INSURANCE.** In order to comply with the (PROY-NOM-007-TUR-2021) the HOTEL company has contracted a Civil Liability Insurance, which covers damages to third parties in relation to persons and their property, the amount of which is based on the number of rooms available.

**ART. X CANCELLATIONS.** Cancellations made by the USER up to 48 hours prior to the reservation will be accepted by the HOTEL in accordance with the policies established in the reservation confirmation. The HOTEL will apply a cancellation charge to the USER of 100% of the value of the first night if the cancellation is made between 48 and 24 hours prior to the reserved date.

The HOTEL will charge 100% of the value of one night when there is no cancellation and/or the USER does not show up. The Hotel will apply 100% of the value of the stay when early departures are made.

**ART. XI OTHER OBLIGATIONS OF THE USER.** It is strictly forbidden for USERS to: Disrupt order, make noises that disturb other USERS, as well as to use the room for any act or game forbidden by law, wash and hang clothes inside the HOTEL and on the balconies of the rooms.

SMOKING is strictly prohibited inside the rooms, beach and hotel facilities in accordance with the General Anti-Smoking Law (DOF-17-02-2022. Article 4). The guest who does not comply with this rule will be obliged to pay the corresponding fine indicated on the registration card to compensate for the damages caused.

It is strictly forbidden to bring in food and beverages from outside the hotel.

Animals or pets are not allowed in the hotel, the hotel reserves the right to request that the reservation be cancelled without penalty in case of non-compliance with this rule.

**ART. XII GENERAL SERVICES.** The presentation of services by the HOTEL is not conditioned by reasons of sex, religion, nationality or social condition.

The cases not foreseen in the present regulation, will be attended to those established by the Law of the General Law of Tourism, its regulation and other applicable dispositions in the matter.