



TERMS AND CONDITIONS

Now that you are part of our community, we want to welcome you to the hotel.

We are located between San Jerónimo and Sopetrán. Vereda Tafetanes Route 429180. A meeting point for bohemian life, an escape from reality, the perfect place to live slowly and disconnect.

We invite you to read carefully the **Terms and Conditions** that we have structured, which regulate the contractual relationship between **CASA CANDELA S.A.S. NIT: 901243034-1** hereinafter "**CASA CANDELA**" "We" or the "Company" and YOU (hereinafter "You", "Client" "Buyer" or the "User"), applicable to the use of this website and the purchase of products or services from www.casacandela.co.

Please note that by accessing, using, subscribing and/or browsing our website www.casacandela.co you express your understanding, consent and fully accept the **Terms and Conditions**, subjecting yourself to them and to the provisions of the Law and the rules that complement the matter. Likewise, he/she authorizes the sending of newsletters, promotions and exclusive content of **CASA CANDELA**.

If after reading these terms, you do not agree with them, we recommend that you refrain from staying in the page and/or our facilities.

I. GENERAL TERMS AND CONDITIONS

CASA CANDELA has constructed these **Terms and Conditions** subject to Colombian regulations. Consequently, it is not responsible for the material in this site being appropriate or available for use in other countries. If you enter from a country other than Colombia, you acknowledge that you are aware of and accept this notice and do so at your own risk.

The site offers information about: rooms, services, plans, packages, events, properties managed, franchised, owned, licensed or built by **CASA CANDELA S.A.S. NIT: 901243034-1**, as well as information related to third parties with which **CASA CANDELA** has commercial and contractual links or that are part of allied chains.

With the purchase of any of our services or products through our website: www.casacandela.co or any other platform or authorized customer service channel of **CASA CANDELA**, the client admits having read and understood these **Terms and Conditions**, agrees to be subject to them and to comply with all applicable laws and regulations that are part of the Colombian legislation.

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In line with the above, when the customer uses any service offered or to be offered on this website, on our digital platforms or physical facilities, will be subject to the rules, policies, terms and conditions applicable to that particular service and these. In particular, we warn that when events, congresses, meetings and similar events are held in the physical facilities by allies, brands, companies, merchants and other third parties outside and different from the company, our responsibility is limited to what is described in the Law, that is, regarding the safety of the people who are in the facilities, but it will not be limited to the guarantees of products that are not purchased and offered directly by us, nor of their safety, suitability and quality.

These **Terms and Conditions** are subject to updates, which may be made without prior notice and at any time, respecting your rights as a consumer. In this regard, please note that the applicable **Terms and Conditions** will be those in effect at the time of the consultation.

By providing your data through our website: www.casacandela.co or any other platform or authorized customer service channel of **CASA CANDELA**, they will be used and stored in accordance with our Personal Data Processing Policy, available on our website www.casacandela.co.

Consequently, **CASA CANDELA** is not responsible for the veracity or updating of the data provided, except in cases where the client previously requested the updating or rectification of his personal data. If there is suspicion of fraudulent and/or malicious use and/or contrary to these **Terms and Conditions**, **CASA CANDELA** will have the unappealable right to terminate the benefits –if any– and to take the appropriate legal actions.

CASA CANDELA reserves the right to reject or cancel any registration request, without being obliged to communicate or explain the reasons for its decision and, without this generating any right to compensation or indemnification.

2. TERMS AND CONDITIONS REGARDING THE RESERVATION

2.1. Upon receiving a request, the hotel reserves the right to pre-authorize the credit card indicated in the request.

2.2. The hotel reserves the right to cancel a reservation in the event that valid credit card details are not available.

2.3. The minimum age for admission is sixteen (16) years old. In this order, the entry of minors under 16 years of age is prohibited. Those over 16 years of age and under 18 years of age must present their identity card and/or Birth Certificate, be accompanied by their parents or present authorization authenticated by them at a Notary and/or Consulate.



- 2.4. You must cancel the outstanding amount of your reservation up to 24 hours before your check in.
- 2.5. If you cancel your stay for any reason more than fifteen (15) days in advance, we will refund the amount paid, minus 10% of administrative expenses.
- 2.6. If you cancel between three (3) and fifteen (15) days before your arrival, we will refund 50% of the total amount of your reservation, minus 10% of administrative expenses.
- 2.7. If you cancel less than 72 hours before your check in, you assume the total cost of the stay, that is, no refund is generated.
- 2.8. If the client cannot attend on the reserved dates, he/she must send an email to the customer service channel no less than 72 hours before the reserved dates, informing the reasons, so that he/she can enjoy the remaining days of the reservation. If the client does not give notice, it will be understood that the service has been used and there will be no refunds.
- 2.9. If you want to change the date of your stay you must do so at least eight (8) days before the stay. The change is subject to room availability and seasonal rate adjustment.
- 2.10. After the initial date of your reservation has been modified, no refund is applicable.
- 2.11. We will be in contact with you a couple of days before your arrival, to support you in everything you need.
- 2.12. In the cases in which the refund does not apply, the total amount of the reservation will be automatically debited.
- 2.13. At **CASA CANDELA** we strive to maintain a safe, respectful and welcoming environment for all our guests and clients. Therefore, we reserve the right of admission. Any behavior contrary to the above, entitles us to request the withdrawal of the facilities without the return of the values paid for the services or products purchased. Please note that all our actions are subject to the Political Constitution and the Law, respecting your rights as a citizen, guiding our actions according to Human Dignity



3. TERMS AND CONDITIONS REGARDING THE CHECK IN AND CHECK OUT PROCESS

3.1. The time for check in is at 3:00 p.m. and for check out is at 12:00 p.m.

3.2. Every person entering **CASA CANDELA** must check in. For the above, the necessary physical identification documents will be requested according to the status and specific case, namely one of the following:

3.2.1. Citizenship card.

3.2.2. Foreign ID.

3.2.3. Passport

3.2.4. Permit to Stay.

3.2.5. Remember that minors under 16 years of age are not allowed to enter the country. Those over 16 years of age and under 18 years of age must bring their identity card and/or Birth Certificate, be accompanied by their parents or present authorization authenticated by them at a Notary and/or Consulate.

Remember that **CASA CANDELA** is committed to the protection of your personal data, therefore, it has a Personal Data Processing Policy, available on our website www.casacandela.co, which is a public document for consultation and the exercise of your rights.

PARAGRAPH: The requirement of identification documents is essential to check in for the reservation. If you do not provide them, you will not be allowed to enter and check in at **CASA CANDELA**. The above, for the safety of people and property of the company. The refusal of this request will be considered as a cancellation and, therefore, no reimbursement of any kind will be made.

3.3. Only guests registered at the property are allowed access to the rooms.

3.4. For everyone's safety, pets are not allowed. Sorry furries!



3.5. Please be advised that **CASA CANDELA** takes care of your safety in our facilities. However, regarding your belongings or personal objects, we urge you to keep them safe, we are not responsible for losses, inside the room or in common areas. We advise you to use the safety box in your room!

3.6. Make sure you park your vehicle properly in the cells assigned for this purpose, which are demarcated and verify that it is locked. We are not responsible for damage, loss or damage caused by other visitors.

3.7. To ensure the safety and welfare of all our guests, we do not allow the entry of weapons, explosive material, hallucinogenic or narcotic substances.

3.8. The use of the swimming pool is from 9:30 a.m. to 9:00 p.m. We are a community and your neighbors deserve peace and quiet. Be respectful, especially after 10:00 p.m. when it is time to sleep in the hotel.

3.9. The restaurant service for breakfast at **Casa Candela** is available from eight o'clock in the morning (8:00 a.m.) until ten o'clock in the morning (10:00 a.m.). On the other hand, the **Ubari** Restaurant service is available from ten in the morning (10:00 a.m.) until ten at night (10:00 p.m.). It should be noted that the **Casa Candela** Restaurant service is available from noon (12:00 p.m.) until 10:00 p.m. during the week and on weekends both restaurants are closed until 11:00 p.m. You have a variety of menus to choose from during the day!

PARAGRAPH: Room service will be available during the hours indicated, but its delivery and waiting time depends on the displacement and availability of the restaurant service.

3.10. The entrance of food and beverages is not allowed, don't worry, we have a delicious menu!

3.11. We remind you that your reservation does not include the commercial use of our space. It is not allowed the entry of professional photography equipment, models, objects or products that are used for commercial purposes.

3.12. We want you to connect with nature and the present moment, that is why we do not have TV in our rooms.

3.13. In case of damage to the room or other areas of the hotel caused by the client or guest, the client or guest must assume responsibility, including the cost of repair and replacement of any damaged items or furniture.



both at the time of check-in and check-out, of the suitcases, bags, backpacks or other belongings of the users, clients, guests, workers, suppliers, contractors and other third parties, in order to ensure the safety of persons and property, as well as to protect the interests of all those involved. These inspections will be carried out in a discreet and respectful manner without invading the privacy of users, clients, guests, workers, suppliers, contractors and other third parties, and may not be carried out through physical contact, except by a police authority. In line with the above, these searches may be carried out using technical or technological means such as: metal detector, full body scanner, special sensors, canines trained for this purpose, or as indicated above, by authorized personnel of CASA CANDELA.

3.15. Violations of these **TERMS AND CONDITIONS** will result in a fine of **FOUR HUNDRED THOUSAND PESOS (\$400.000)**. It is for the welfare of all!

4. TERMS AND CONDITIONS REGARDING THE PURCHASE PROCESS AND CANCELLATIONS

4.1. The payment of the stay or other products or services of **CASA CANDELA** includes VAT.

4.2. The payment of the stay or other products or services of **CASA CANDELA** must be made in Colombian currency.

4.3. The hotel reserves the right to pre-authorize the credit card before your arrival.

4.4. In case of refundable reservations, no credit card debit is made prior to arrival.

4.5. In case of non-refundable reservations, the total amount of the reservation is debited at the time of confirmation. No changes or cancellations are allowed.

4.6. In case of changes and cancellations up to ten (10) days prior to the arrival date, no charge will be made.

4.7. In case the client does not show up at the hotel, **CASA CANDELA** is entitled to charge for the entire stay.

4.8. The cancellation policy is always and without exceptions.

4.9. Refundable rates: Proceeds only in case of cancellations or changes made before seventy-two (72) hours from the day of Check in (depending on the property), and the administrative and fiscal



charges incurred by CASA CANDELA, as previously indicated, may be deducted. After this time, you assume the total cost of the stay, that is, no refund of money is generated.

4.10. Do not forget that if you wish to extend or prolong your stay, you must inform the reception desk with reasonable anticipation, and that this is subject to availability and space. However, in case CASA CANDELA cannot agree to the extension or extension, the law requires it to suspend the service and take all necessary measures so that the user can dispose of his luggage and personal belongings or transfer them to a safe and adequate deposit.

4.11. CASA CANDELA will have available for the knowledge of the clients, the description of the product, quantity and value of the same. The images of each product correspond to real images.

4.12. The purchase and sale of **CASA CANDELA** products made through our web page or through another customer service channel is subject to the rules that regulate the matter, to these Terms and Conditions and the others structured by the company, which are available on our web site www.casacandela.co.

4.13. Purchases may only be made by a person over eighteen (18) years of age. In that order, CASA CANDELA will presume in good faith that whoever is buying is a person of legal age, fully capable or his legal representative, authorized to make payments, purchases and other transactions required for the purchase of products. The acts or transactions carried out by minors will be the responsibility of their parents, guardians or curators and, therefore, will be considered to be carried out by them in the exercise of the legal representation they hold. Whoever registers a user as a company, must have legal or statutory capacity to contract in its name, as well as to bind it to these Terms and Conditions. In this order, **CASA CANDELA** will not assume any responsibility with respect to cases of fraud or personal impersonation carried out by any client.

4.14. Remember, it is the obligation of the client to provide truthful, clear and updated data. In accordance with the above, **CASA CANDELA** does not assume any responsibility, other than the Processing of Personal Data, with respect to the information provided on the page or through our customer service channels or physical facilities, which will be treated according to our Policy of Processing of Personal Data, available on our website www.casacandela.co.

4.15. The contract of sale of products is perfected when the customer selects the service or product, accepts the **Terms and Conditions**, provides the data required to process your payment.

5. SPECIAL TERMS AND CONDITIONS OF COEXISTENCE

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5.1. At **CASA CANDELA** we strive to maintain a safe, respectful and welcoming environment for all our customers. Therefore, we reserve the right of admission and may request the withdrawal of our facilities for any behavior that violates, endangers or threatens the safety, tranquility or healthy coexistence. Please note that we will always be guided by the Political Constitution and the Law, respecting your rights as a citizen, guiding our actions according to Human Dignity.

5.2. Only guests registered in the property are allowed access to the rooms.

5.3. Safety is a priority for **CASA CANDELA**. This is a safe space and we invite you to join efforts to make it safe for everyone. In that order, if you see strange behavior, you can go to reception and we will verify the situation.

5.4. No speakers or sound equipment are allowed, you won't need them, the music is always good and each room has its own natural amplifier!

5.5. It is forbidden to adulterate liquors, drinks and/or food of **CASA CANDELA**. and **UBARI**. Adulteration is understood as modifying by any means, substance, pills, chemicals or any element the nature of the product that **CASA CANDELA**. and **UBARI**, provide to clients, guests, workers, contractors, suppliers or any third party that enters our facilities.

5.6. Our hotel is a smoke-free space. It is prohibited, therefore, the consumption or use of cigarettes, hallucinogenic or narcotic substances and the like. We have many thatched roofs and your safety is the most important thing!

5.7. The consumption of psychoactive substances is prohibited in the room or in the common areas of **CASA CANDELA**.

5.8. The **HOTEL CASA CANDELA** and **UBARI**, is not responsible for the entry or use of medicines with or without medical prescription, for which reason, the user, client, guest, supplier, contractors, workers, assume sole responsibility for what this triggers the consumption of the same and will exonerate and hold harmless the **HOTEL CASA CANDELA** and **UBARI**.

5.9. The user, client, guest, worker, supplier, contractor and any third party that enters **CASA CANDELA** must inform if he/she has allergies to food, drinks, liquors, substances, medications, etc. We are not responsible for the facts or events that are triggered as a reaction to one of these by the ingestion of the same, unless it is a case that was reported and arises from a product supplied directly by staff of **CASA CANDELA**.



5.10. We promote a quiet and private stay among all users, customers, guests, workers, suppliers, contractors and other third parties, who make use of the services, products and/or facilities of **CASA CANDELA**. In this order, it is forbidden to enter professional photographic equipment and record content through any device for commercial purposes in the common areas, especially when it involves other users, customers, guests, workers, suppliers, contractors and other third parties, who have not given express, written and prior authorization.

5.11. At **CASA CANDELA** we strive to maintain a safe, respectful and welcoming environment for all our users, clients, guests, workers, suppliers, contractors and other third parties. Therefore, we reserve the right of admission. Any behavior contrary to the above, entitles us to request the withdrawal of the facilities without the return of the values paid for the services or products purchased. Please note that all our actions are subject to the Political Constitution and the Law, respecting your rights as a citizen, guiding our actions according to Human Dignity.

5.12. The exploitation and sexual abuse of minors is prohibited and, if evidenced, we will immediately inform the corresponding authorities. **CASA CANDELA** rejects this type of acts. The above, in accordance with the provisions of article 17 of Law 679 of 2001 and other concordant norms.

5.13. Any criminal conduct is prohibited and will result in immediate expulsion from the facilities, in accordance with Colombian law.

5.14. The performance of sexual acts in common areas is prohibited, as well as sexual abuse, sexual harassment or obscene behavior.

5.15. It is prohibited to engage in or promote prostitution in our facilities.

5.16. The recording of videos with adult or pornographic content for marketing purposes or for publication on public broadcasting platforms is prohibited.

5.17. It is prohibited to sell or facilitate the use of illicit drugs.

5.18. We invite you to take care of the goods and elements that are delivered with the spaces. In that order, you may not take products, movable goods or elements of the room, bathrooms or common areas, which are property of **CASA CANDELA**. In addition, any damage must be reported and the payment of the same must be made immediately, which may even be charged to your credit card.

5.19. It is forbidden to tamper with the firefighting equipment. Safety is one of our pillars.



5.20. All products, elements and personal property may be used by our users, clients, guests, under their own responsibility. **CASA CANDELA** is not responsible for allergies contracted by the use of the same without first informing them.

5.21. The staff of **CASA CANDELA** is authorized to enter any room when there is a suspicion of an emergency or potential risk and misconduct for any of the residents or guests.

6. PROHIBITIONS

6.1. Sexual exploitation and sexual abuse of minors and any person in the country are punishable by criminal and administrative sanctions, according to the laws in force" (Law 679 of August 3, 2001). **CASA CANDELA REJECTS** and considers unacceptable and a very serious offense the realization of any act of this nature involving a minor or any person.

6.2. Any conduct that may cause personal or physical harm to oneself or the staff of **CASA CANDELA** or other residents or visitors is prohibited and generates immediate expulsion from our facilities, without this being an impediment to take legal action as appropriate.

6.3. Any behavior that compromises the honor, dignity and integrity of the staff of **CASA CANDELA** or other residents or visitors.

6.4. Disrespect or verbal and/or physical aggression of the staff of **CASA CANDELA** or other residents or visitors.

6.5. The performance of acts that affect the coexistence or tranquility of the guests, the staff of **CASA CANDELA** or other residents or visitors.

6.6. The entry into any public or private area of the complex of dangerous materials such as weapons, fuel, gunpowder, explosives, among others.

6.7. Using the locations, facilities, common spaces, rooms and other places of **CASA CANDELA** for commercial uses, as well as recordings of adult content for commercial purposes or for publication in public broadcasting platforms.

6.8. The others established in the previous paragraph.



7. RIGHT OF WITHDRAWAL

Please note that when you make a reservation through our web platform or other digital channel, you may exercise the right of withdrawal enshrined in **Law 1480 of 2011 Article 47**, in the terms that this legal precept regulates it, that is, no later than within five (5) working days from the confirmation of the purchase.

Please note that the withdrawal does not apply to reservations whose date of entry is before five (5) days. To exercise your right, we invite you to contact us at the customer service email address provided for this purpose: novedadesdatospersonales@casacandela.co.

Once the request has been studied and if the withdrawal is accepted, the money will be refunded, according to the terms of the law, that is, within a maximum period of thirty (30) working days after the request has been filed, by consignment or bank transfer to the name of the reservation holder or by reversal to the credit card that was used for the purchase, according to the method of payment.

8. TERMS AND CONDITIONS REGARDING PAYMENT

The products and services offered on our website www.casacandela.co, as well as its various platforms and authorized customer service channels, unless a different form is indicated for particular cases or specific offers, can only be paid with the means specifically indicated in each case and always in Colombian currency.

9. LIMIT OF RESPONSIBILITY OF THE PRESENT WEB SITE

CASA CANDELA works constantly so that the transmission of the web site is uninterrupted, free of errors and secure. However, given the nature of the Internet, these conditions cannot be guaranteed.

In that order, **CASA CANDELA** will not be liable under any circumstances for damages and/or losses generated to a client or a third party, directly and/or indirectly by reason of failure of the computer system or any of its components; delays; losses; errors or omissions derived from the failure of any telecommunications system or any other data transmission system and/or suspensions in the supply of the services originated in technical or operational failures beyond our control; nor for those beyond our control such as: power outages, computer attacks; failures in equipment or computer programs; nor those derived from failures in the communications of banking or credit institutions, as well as damages caused to customers on the occasion of an action or omission of such entities and, in general, by events of extraneous cause.



If the service of our website or other digital platforms of **CASA CANDELA** is interrupted by any failure in the computer system or any of its components, as well as the telecommunications system or the computer system that prevents the client from using, navigating or making transactions within it, the company will take reasonable measures to ensure the continuity in the provision of the Service, if possible, taking into account what is described in these Terms and Conditions.

Notwithstanding the provisions herein, in the events in which there is liability as stated in these **Terms and Conditions**, the maximum amount of the liability of **CASA CANDELA** will be limited to an amount identical to the value of the product purchased, or failing that, to the value of the product requested by the customer.

10. RISK OF USE OF THE WEBSITE AND OTHER DIGITAL PLATFORMS OF CASA CANDELA

CASA CANDELA is not responsible for any damage or virus that may cause any damage to computers, tablets, cell phones or other property of the client, as a consequence of the access, use, download or navigation in our website and other digital platforms of the company, being the exclusive responsibility of the client. Likewise, we do not guarantee that they are compatible with the different electronic devices or that are on the market, as it is also the sole responsibility of the customer and a situation beyond the control of the company.

11. INTELLECTUAL PROPERTY OF CASA CANDELA

All the distinctive signs (brands, logos, commercial slogans, trade names), the corporate name, the artistic works, the designs, as well as the computer, photographic, multimedia, audio, audiovisual, graphic and advertising material, as well as all the contents and texts, placed at your disposal in the web site as well as in our different digital platforms, the utility models and/or industrial designs, the compilation of contents and other elements of industrial or intellectual property inserted, used and/or displayed in this site are the exclusive property of **CASA CANDELA**. Consequently, they are protected by the rules on Intellectual Property (Industrial Property and Copyrights), as well as those contained in domestic and international legislation and any use or act of copying, reproduction, modification, creation of derivative works, sale or distribution, exhibition of the contents, in any way or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or any other means, without the prior written permission of **CASA CANDELA** is prohibited. Any unauthorized use will constitute a violation of these **Terms and Conditions** and the rules that regulate the matter.



CASA CANDELA is a company respectful of the laws and the rights of third parties. For this reason we have tools that seek to ensure that products purchased through our page are original and have entered the country legally. Considering the above, if you suspect that any product found on our website infringes intellectual property rights of third parties or infringes rights legally protected by you, please notify us immediately initiate actions to prevent this from happening.

You are advised that the use or navigation in our web site as well as in the different digital platforms of **CASA CANDELA**, grants you only a personal, non-transferable, non-sub-licensable and non-exclusive right to display www.casacandela.co in your screens or devices, under your responsibility, and to copy the contents of our property - with the conditions indicated herein - only and exclusively for personal non-commercial use, prohibiting the modification, copy, and demanding the recognition of the Copyrights and other types of property contained in the same. The present authorization in no case can be understood as a concession or granting in any way of authorizations, licenses or any other right to use or dispose in any way of the intellectual property of **CASA CANDELA**.

12. PRIVACY POLICY

CASA CANDELA is a company with its main domicile in Medellín (Antioquia). As responsible for personal data, we have a **Policy for the Treatment of Personal Data**, in accordance with the regulations that govern the matter, which is available on our website www.casacandela.co.

By providing your personal data and with the acceptance of these **Terms and Conditions**, **CASA CANDELA** the client freely and voluntarily authorizes the collection, use and processing of personal data and those that may be provided or collected in the future, only for the inclusion, transmission and transfer of my personal data required for the purchase of products of the company, the monitoring and improvement of services, attention and for the other purposes described in our policy, which is available on our website www.casacandela.co.

13. EFFECTS OF THE NULLITY AND/OR INEFFECT OF THE TERMS AND CONDITIONS

These Terms and Conditions are a legally binding contract between **CASA CANDELA** and the Client. If any of its provisions should be considered null, illegal or ineffective, the validity, legality, enforceability or effectiveness of the rest of the provisions set forth herein, will not be affected or annulled by such circumstance.



14. ORIGIN OF THE FUNDS

The client declares that the funds or resources used for the purchases in our different platforms, come from lawful activities, that is to say; that they do not come from any activity considered by the Penal legal system (Penal Code) illicit consecrated as such in or in any other concordant norm or that modifies or adds to it. Consequently, he/she exonerates **CASA CANDELA** from any type of criminal, civil, tax and/or financial liability in this regard.

Likewise, the Client guarantees that neither directly, nor its partners, associates or beneficial owners, in the case of a legal entity, have been included in the lists where crimes such as money laundering are reported, that no investigation, process or conviction for the crimes of drug trafficking, money laundering or financing of terrorism is pending on any of them; and that its assets, business and resources, as well as those of its shareholders, come from lawful activities.

15. APPLICABLE LEGISLATION

The present **Terms and Conditions**, the other policies, as well as the services provided through the different platforms of **CASA CANDELA**, are regulated by the Colombian legislation.

16. NOTIFICATIONS - REQUESTS, COMPLAINTS OR APPEALS

If you have any request, complaint or appeal or need assistance, our customer service team is available to help you. Please contact us at novedadesdatospersonales@casacandela.co, during our business hours: **Monday through Friday from 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m.**