



**TERMS & CONDITIONS
CML BEACH RESORT AND WATER PARK, INC.**

BY MAKING A BOOKING FOR A STAY AT THE CML BEACH RESORT & WATER PARK, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. PLEASE READ THEM CAREFULLY BEFORE YOU PROCEED WITH YOUR BOOKING.

GENERAL

These general terms and conditions herein together with the House Rules for Hotel Rooms and Water Park bookings, available on the CML Beach Resort and Water Park website (collectively, as may be varied, amended and/or supplemented from time to time, these "Terms and Conditions") and the booking confirmation issued by CML Beach Resort and Water Park confirming your booking ("Booking Confirmation") shall constitute a legally binding contract between you and CML Beach Resort & Water Park.

In these Terms and Conditions, the words "we" or "us" means CML Beach Resort and Water Park and its employees, officers, agents, suppliers and vendors, and use of the words "you" or "guest(s)/Guest(s)" means any and all persons for whom a reservation is booked for.

CHECK-IN AND CHECK-OUT

CML Beach Resort and Water Park operates a strict check-in and check-out policy.

Check-in

Check-in can be done from 2.00 pm onwards. Booked hotel rooms will be held for check-in until 9.00 am the following day of the scheduled check-in date, after which the booking will be deemed cancelled upon no-show and CML Beach Resort and Water Park shall be entitled to release the booked room(s) for the remaining stay dates to other guests. No refunds will be provided for the cancelled booking.

Check-out

Check-out can be done before 12 noon. If you check-out beyond the stipulated time, CML Beach Resort and Water Park reserves the right, without further notice to you, to charge you an additional one (1) night's stay at the then prevailing room rate or remove your belongings into the luggage storage facility (luggage storage charges may apply) and deny you further access into the room. CML Beach Resort and Water Park shall not be liable for any loss or damage to your belongings as a result of the action(s) taken.

CHANGES, CANCELLATIONS AND REFUNDS

Changes

Change of a guest name on your booking is allowed if made three (3) full days or more before check-in date. Other reservation changes such as changes in check-in and check-out dates is permitted once.

Cancellations

Other than changes of a guest name, bookings which are cancelled or have a no-show will be subject to the following charges:

- Until 4 days before arrival: Full refund of deposited amount
- Within 3 days before arrival:
 - Reservations for 1 night: 50% refund of deposited amount will be refunded.
 - Reservations for 2 nights or more: One-night stay per room will be charged. Any remaining balance of the deposit will be refunded.
- No Show: No refund of deposited amount
- Early-Check-Out (cancellation during stay): 50% of remaining stay will be charged

The above cancellation policy applies to bookings made directly with the Hotel. Cancellation policies may be different if reservations are booked for events, groups, catering, with travel agencies or with online travel agencies such as Expedia, Booking.com and Traveloka.

Refunds

If you are entitled to a full or partial refund, the amount can strictly only be refunded using the same payment method used for the booking. Cash will be refunded in cash and credit or debit card payments will be refunded to the same credit or debit card used for the booking. Payments made through PayPal will be refunded through PayPal.

Refunds may take up to 30 days or more for processing. Credit/debit card refunds may take up to more than 60 days depending on the guest's bank's policies. Guests are responsible for coordinating refunds with their own bank after it has been submitted by the Hotel.

Refund Process

- Refunds through PayPal may take up to 5 working days.
- Refunds through cash may take up to 30 calendar days.
- Refunds through credit/debit card may take up to 30 calendars or more depending on your bank's policies.
- Refunds may be delayed due to weather conditions or government restrictions (e.g. COVID-19 Quarantine, road blocks etc.).

We recommend to use PayPal as a payment method for bookings to avoid long waiting times for refunds.

OFFICIAL RECEIPTS AND CREDIT NOTES FOR DEPOSITS

You will receive a **Credit Note** to acknowledge any deposits/advance payments made for a booking. If you refuse to receive a Credit Note instead of an Official Receipt, we may issue an Official Receipt for deposits/advance payments **HOWEVER**, the amount becomes **NON-refundable**.

We can only issue ONE Official Receipt upon your arrival after the full payment has been received.



BOOKINGS

Bookings may be made online at www.cmlbeachresort.com ("**CML Beach Resort & Water Park's website**"), through our reservation call desk on +63 (0) 43 706 0640 and +63 (0) 917 948 3901 or by email on reservation@cmlbeachresort.com

Guests are required to inform the hotel resort's reservation agents on the total final number of guests in order for the hotel resort to allocate the correct accommodation.

Guest are required to inform the hotel resort's reservation agents if the person responsible for payment is a senior citizen for us to consider the mandatory privileges of senior citizens. If upon arrival, guest will advise that the senior citizen within the group will be the one to settle the bill will not be honored especially if the reservation is not under the name of senior citizen and not the one responsible settling the bill financially.

CML Beach Resort and Water Park is not responsible for any fees or other cost incurred due to cancellation of a reservation made on any non-CML Beach Resort channel.

Bookings will only be confirmed once a deposit of 50% of the total amount due is paid. A payment confirmation credit note will be provided for any deposits made. Outstanding amounts due must be paid upon arrival.

We can only issue ONE Official Receipt upon your arrival after the full payment has been received. For advance payments/deposits, you will receive a Credit Note to acknowledge your advance payment/deposit to us.

We accept payment by Visa or Mastercard credit/debit cards, PayPal, cash, bank deposits or online bank transfers.

Once your booking has been successfully completed, a Booking Confirmation will be issued in respect of each type of accommodation booked and sent to the email address provided. Bookings are accepted subject to room availability.

You are advised to ensure the accuracy of your booking details (guest details, stay dates, room types, room rates, number of guest(s), add-ons etc.). CML Beach Resort and Water Park will not be responsible or liable for errors in booking details.

You must produce your Booking Confirmation(s) upon check-in at the Hotel Resort, together with your original valid photo identification document (national registration identity card, passport, driver's license or other identification card or document as the Hotel Resort may require). If you do not receive your Booking Confirmation(s) within twenty-four (24) hours from the time of booking, please contact us via the CML Beach Resort and Water Park website (Please refer to www.cmlbeachresort.com/contact-us).

Credit card bookings will require presentation of the credit card used for payment of the booking during check-in. Failure to do so may delay your check-in process.

The 'Guest' named in the Booking Confirmation must be the person staying at the Hotel otherwise we reserve the right to cancel the booking.



HOTEL ROOMS

Room rates shown on the CML Beach Resort and Water Park website are charged on a per room per night basis, inclusive of taxes as well as breakfast included for up to the maximum capacity of the hotel room. Other meals and add-ons are not included.

Hotel room rates vary throughout the year. Rates are subject to change without prior notice.

WATER PARK DAY PASS

Water Park rates shown on the CML Beach Resort and Water Park website are inclusive of taxes. Water Park rates vary throughout the year. Rates are subject to change without prior notice.

RESTRICTIONS

You may not bring the following into the hotel rooms:

- Livestock
- Pillows, bed sheets, duvets or other items of bedding
- Any electrical appliances and/or equipment for heating and/or cooking purposes
- Pets or wild animals are not allowed.

CML Beach Resort and Water Park reserves the right to remove and/or confiscate any of the above items found across the hotel resort immediately without notice to you and to charge you for any costs incurred for taking such action or for any loss or damage caused to the hotel resort, premises or property or to any hotel guests or third party as a result of your failure to comply with this policy.

CML Beach Resort and Water Park further reserves the right to ask you to leave the hotel resort and remove your belongings immediately if we shall, in our sole opinion, deem that you have used the hotel resort in an irresponsible manner or in a manner that will compromise the safety of, or cause damage and/or harm to the hotel room, the hotel resort premises, the other hotel guests, our staff or any other persons or the reputation of CML Beach Resort & Water Park, without any compensation and/or any reimbursement to you.

CML Beach Resort and Water Park practices a strict **NO SMOKING** policy ("**Non Smoking Policy**"). Smoking is prohibited in any part of the hotel resort premises including but not limited to hotel rooms, except in any smoking area(s) designated by CML Beach Resort & Water Park. Failure to comply with this policy shall entitle us to terminate your booking and stay at the hotel resort at our sole discretion and you must leave the hotel resort immediately without compensation or reimbursement. You shall be liable for any costs, loss or damage to the hotel room, premises or property, or incurred by hotel resort guests or third party, arising from your failure to comply with this policy and CML Beach Resort and Water Park reserves the right to charge you for any such costs, loss or damaged incurred by CML Beach Resort and Water Park or any hotel resort guests or third party.

DAMAGE

You are liable for any damage howsoever caused to the allocated room(s) or to the hotel resort premises or property caused by you or any persons in your party (whether or not staying at the hotel resort) during your stay. CML Beach Resort and Water Park reserves the right to retain your credit card and/or debit card details and charge or debit such amounts as it shall in its sole discretion deem fit on the said card(s) to compensate or make good the loss, damage, costs or expenses incurred or

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suffered by CML Beach Resort and Water Park as a result of the aforesaid. Regardless, CML Beach Resort and Water Park further reserves the right to commence legal proceedings against you without notice.

RIGHT TO REFUSE ACCOMMODATION

CML Beach Resort and Water Park reserves the right to refuse accommodation to you or any person(s) without any notice and terminate any booking without being liable for any refund or compensation for the following reasons:

- The booking has been paid through fraudulent means
- The booking has been altered by anyone other than CML Beach Resort & Water Park's authorized agent or has been tampered with or the Booking Confirmation has been defaced (in which case CML Beach Resort and Water Park reserves the right to retain such booking documentation)
- The person checking in is not or cannot prove that he/she is the person named in the Booking Confirmation
- As permitted under the provisions of these Terms and Conditions

LIMITATION OF LIABILITY

CML Beach Resort and Water Park is responsible for providing the accommodation and services stated in the Booking Confirmation(s) and according to these Terms and Conditions. We do not accept any liability for failure to provide the services contracted or any of them due to circumstances beyond our control.

To the extent permitted by law, CML Beach Resort and Water Park does not accept any liability arising out of any occurrences beyond its control including but not limited to acts of terrorism, acts of God, flood, war, strikes, riot, theft, delay, cancellation, civil disaster, government regulations or changes in itinerary or schedule (collectively, "**Force Majeure**").

Without affecting any statutory consumer rights or other laws that cannot be lawfully excluded or limited, CML Beach Resort and Water Park will not be liable for loss of any kind whatsoever arising out of, caused by, attributable to or resulting from your booking, use of the CML Beach Resort and Water Park website or stay at the hotel resort even if caused or contributed to by CML Beach Resort & Water Park's negligence, wrongful act / omission or breach of these terms and conditions or breach of duty or otherwise.

All activities have inherent risks to health and safety and CML Beach Resort and Water Park will not be responsible for any eventualities related to any activities or services booked through the CML Beach Resort and Water Park website or during your stay at the hotel resort.

CML Beach Resort and Water Park will not be responsible for any loss or damage of property left in guest's room and/or the hotel resort property at all times. Guests are advised to obtain insurance to cover curtailment, and loss of luggage, personal effects, damages, personal injury and money/valuable belongings.

PRIVACY & DATA PROTECTION

CML Beach Resort and Water Park will retain all personal information you provide during booking. By making a booking with us or using the CML Beach Resort and Water Park website, you consent to our



use and/or disclosure of your personal details to our franchisees, branches, related corporations, associates, subsidiaries, affiliates, assignees, proposed assignees, agents, commercial partners, service providers and/or any other parties engaged by us to enable or assist us in the provision of services or to exercise or enforce our rights hereunder and/or any other party as CML Beach Resort and Water Park may, in our sole and absolute discretion, deem necessary for the following purposes:

- To process your booking and for other administrative purposes
- To provide you customer support and services
- To send you information on products and services, and special or promotional offers, newsletters or customer survey forms and questionnaires. You may unsubscribe from these at any time by clicking on the “unsubscribe link” on the relevant email communications.

We may also be legally obliged to disclose, and you irrevocably consent to our disclosing, your personal information to government and enforcement agencies, regulatory bodies and public authorities or as may be required by law. This may involve sending your personal information between different countries.

We will use our best endeavours to use your personal information in the manner stated herein and will not otherwise disclose your personal information without your prior written consent.

COPYRIGHT & TRADE MARKS

The CML Beach Resort and Water Park website and social media accounts including the booking and other applications, text, graphics, designs, audio and video clips, hotel and destination information and all other content thereon are the property of CML Beach Resort and Water Park and/or its content suppliers.

You may use the CML Beach Resort and Water Park website, social media accounts and its content solely for personal, non-commercial and private use subject always to applicable copyright laws.

All trademarks, trade names, service marks and all other marks, whether registered or unregistered, on the CML Beach Resort and Water Park website and social media accounts are owned by or licensed to CML Beach Resort and Water Park and their respective owners and may not be used, reproduced or modified without the prior written approval of CML Beach Resort & Water Park.

DISCLAIMER

The CML Beach Resort and Water Park website and social media accounts, the services provided and all content thereon are supplied “as is” and “as available”. CML Beach Resort and Water Park provides no guarantee regarding the website and content. You are solely responsible for your use thereof.

While we will make every effort to ensure that the information on the CML Beach Resort and Water Park website is accurate and published in good faith. Without affecting any statutory consumer rights that cannot be lawfully excluded or limited, CML Beach Resort and Water Park does not warrant or represent the accuracy of the information displayed and disclaims to the maximum extent permitted by law all warranties expressed or implied by statute, custom or usage.

CML Beach Resort and Water Park will not be liable for any direct, indirect, consequential, punitive losses or damage (including without limitation loss of revenue, loss of goodwill, loss of reputation and loss of, or damage to data), arising out of the CML Beach Resort and Water Park website and social media accounts or the use thereof or any services purchased from the CML Beach Resort and Water



Park website and social media accounts, or any errors, inaccuracies or omissions in the services or content provided howsoever caused.

GOVERNING LAWS

Your contract with CML Beach Resort and Water Park is governed by the laws of the Philippines and any disputes shall be settled in the Philippine courts.

CHANGES TO THESE TERMS & CONDITIONS

CML Beach Resort and Water Park reserves the right to cancel, amend or vary the arrangements and content featured on the CML Beach Resort and Water Park website and social media accounts and/or change, amend, vary or add to these Terms and Conditions at any time without prior notice. You will be notified of any changes to these Terms and Conditions as made available on the CML Beach Resort and Water Park website. Please check the CML Beach Resort and Water Park website regularly for updates to these Terms and Conditions.

CONFLICT BETWEEN ENGLISH TEXT AND OTHER LANGUAGE TEXT

If there is any conflict or discrepancy between the English text of these Terms and Conditions and any translation thereof into any other language, the English text shall prevail.