HELICONIA PARK HOTEL & SUITES LIMITED

TERMS AND CONDITIONS FOR THE USE OF THE HOTEL

No. CONDITION

1 Scope

1.1 These Terms and Conditions shall be read together with, and shall be deemed as forming part of, any booking for provision of accommodation or other services at any facility operated by Heliconia Park Hotel & Suites Limited.

1.2 The Hotel undertakes to allow the use of the Hotel suites/rooms by the Guest for the period paid for by the Guest.

1.2 The use of the Hotel shall be based on Requests for reservation issued by the Guest online or in person.

2 Services required

2.1 The reservation made by the Guest shall be inclusive of the room specified and all other leisure facilities (swimming pool, tennis courts, football pitch and basket court)

2.2 Other services are available by accredited providers.

3 Rates and Payment

3.1 Applicable Rates: Rates are specified in the SCHEDULE of Rates. The different types of rooms have different rates. The rates are inclusive of all applicable government taxes and levies. Notwithstanding this provision, any omitted taxes or levies in the rates may be added to bills or charged separately.

3.2 Payment Terms: Rates are payable fully in advance upon confirmation of the reservation or at the point of check-in, all other extra services shall be payable at check-out.

Payments made from foreign countries outside Nigeria may take four (4) to Six (6) working days to be confirmed into the Hotels Bank Account.

Currency of Payment: Payment may either be in United States Dollars (USD) or in Nigerian Naira (NGN).
Mode of Payment: Payment could be via National and International Card (VISA and Master Card) at the rates specified on the hotel's website Or
Bank Transfers to the Hotels bank details to be provided by the Hotel upon request.

3.3 non-refundable payments: Certain rates may require non-refundable pre-payment in order to be confirmed.

4 Requests for Reservation and Confirmation

4.1 Requests for reservations are mandatory and should be made prior to the arrival of the Guest through any of the following reservation channels shown on the website www.heliconiaparkhotels.com or in-person. In all cases, the name and identification details of the Guest making the reservation should be stated as required.

4.2 The Requests for reservation will specify the number of rooms, room type (Standard, Corner, executive or Presidential suites) arrival date, departure date and duration of the stay of each Guest.

4.3 Reservations and payment conditions for events and groups of rooms follow specific conditions that will be reported at the time of the request

5 Cancellation & no-show policy, **Check-in,** Late check-out

5.1 Changes, cancellation of reservations or no-show are subject to extra-charges and need to be communicated either through website directed to www.heliconiaparkhotels.com **or** in-person at least 48 hours before check-in date. Cancellation after 48 hours are subject to extra **charges as may be fixed by the Hotel from time to time.**

NO. CONDITION

5.2 Late check-out is subject to extra-charges. Check-in is effective from 3pm on the day of arrival **and Check-out shall be** until 12noon on the date of departure. The Guest shall advise the Hotel if a late check out is required **before 12noon** on the check-out date.

Late check-out between 12noon and 6pm shall be subject to an extra charge of 50% of the Applicable Rate per night.

For Check-out beyond 6pm, 100% of the Applicable Rate per night shall apply.

6.1 The Guests shall not, use, possess, distribute or sell any intoxicating or mind-altering substance, illegal drugs, firearms, or any item prohibited by law or competent authority within the Hotel. The consumption of alcohol in moderation is permitted.

6.2 Pets are not allowed into the Hotel. Pets brought by Guest must be handed over to the Hotel management at an additional cost. The pets must also be kept on leash.

7 Willful damage to Property

7.1 Guest are liable for all damages to the property of the Hotel caused by the willful and negligent act of Guests. Cost of such properties shall be recovered from the Guests.

8 Security

8.1 Security services are supplied at the Hotel by the Hotel Management. The purpose is the preservation of persons from injury or death, or property from loss or damage from deliberate man-made act. In the absence of gross negligence or willful misconduct, no action shall be undertaken against the Hotel for lack of security

Guests are entirely responsible for the safeguarding of their personal effects. The Hotel is not liable for the loss of any valuables and cash.

Electrical appliances, such as toasters, mini cookers, and portable grills, may not be used in the rooms as they may set off the sensitive fire alarm system. For security reason only the equipment provided in the room may be used.

9 Taxes, Levies and Duties

9.1 Rates are inclusive of all government taxes and levies in accordance with the provisions of the applicable laws, regulations or directives in force in Nigeria. Notwithstanding this provision, any omitted tax or levies may be added to bills or charged separately.

10. Force Majeure

10.1 A party shall be excused from the performance of its obligations under this CONTRACT to the extent that it is caused by force majeure.

10.2 Force majeure includes events such as: acts of public authority, hostilities, war, acts of state, natural disasters, fire, flood, explosion, impact of aircraft, tornado, wilful act of any striker, strikes, earthquakes, volcanic eruption, storm, permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority, etc.

10.3 In all cases of force majeure, the party entitled to be excused from performance due to force majeure shall inform the other party immediately of the occurrence of force majeure event and use its best endeavours to abate any unavoidable delay. Parties shall endeavour to use their best efforts to prevent or reduce the consequences of the non-implementation of this CONTRACT that will result from such an event.

10.4 Each party shall carry its own loss and expense from the Force Majeure event, without any claim against the other.

11 Dispute Settlement

11.1 Any and all disputes between the parties howsoever arising herein shall be settled by either a civil suit in court or arbitration in Nigeria and in accordance with the Arbitration and Mediation Act 2023. Arbitration proceedings and communication shall in the English language.

11.2 The place of arbitration shall be Port Harcourt. Each party shall bear its lawyers' fees and costs and shall deposit such fees as the arbitral tribunal may order, However, the arbitral tribunal may award legal fees and arbitral cost to and in favour of the winning party the arbitral award shall be final and binding on the parties

12.1 The CONTRACT shall be governed by the laws of the Federal Republic of Nigeria.

13 General Legal Provisions

13.1 Waiver: None of the terms and conditions of the CONTRACT shall be considered to be waived by a party unless a waiver in writing is given to the other. No failure on the part of either party to enforce any of the terms and conditions of the CONTRACT shall constitute a waiver of such terms.

13.2 Communications: All communications, including notices, in respect of the CONTRACT shall be given in writing and delivered by hand, by e-mail, by telex, by telefax or by first class post to the relevant address specified in the SCHEDULE and copied to such other office or offices of the parties as shall from be nominated by them in writing to the time to time other. Such notices shall be effective:

a) if delivered by hand, at the time of delivery;

b) if sent by e-mail, telex or telefax, on acknowledgement by the recipient;

c) if sent by first class post, 48 hours after the time of posting.

14.3 Entire Agreement: The CONTRACT constitutes the entire agreement between the parties hereto with respect to the Letting and supersedes all prior negotiations, representations or agreements related to the CONTRACT, either written or oral. No amendments to the CONTRACT shall be effective unless evidenced in writing and signed by the parties to the CONTRACT.

14.4 English language: all correspondence and Documents under the CONTRACT shall be in the English language.

14.5 Confidentiality: Each party shall keep confidential this CONTRACT, together with any information concerning the other, which is not already in the public domain, except if required to be disclosed for a proper purpose to any governmental regulatory public authority or a court of law or tribunal.

15. QHSE Policies: The Hotel operates a 100% Non-Smoking Policy in all the Guest Rooms. Smoking in a room will result in the payment of fine that will be imposed on the Guests.

15.1 Any Guest who violates the non-smoking policy shall be liable to pay 100% room rate as fine. Smoking must be in designated smoking areas.

16. Termination: Either party may terminate this Contract by giving thirty (30) days' notice in writing to the other party.

17 Damage to Property: The Company/Guest is liable for all damages to the property of the Hotel caused by the act of the Guest. All costs arising from such damage shall be borne by the Company/Guest

18 Safe Keeping of Valuables: The Guest shall keep all valuables and Cash in the Safe. The Provider shall not be liable for the loss of any Cash or valuable**s**.

19 Claims: In the event of any disruption or defects in the services of the Hotel, the Hotel shall remedy the same upon notification by the Company/Guest without undue delay. If the Company/Guest fails to notify the Hotel of a defect, this shall not establish the right to reduce the contractually agreed remuneration. The Company/Guest is precluded from making claims for reimbursement of damages.