



CHARLESTON HOTELS SAS CODE OF CONDUCT

INTRODUCTION

To provide our services, Hoteles Charleston has integrated into its quality policy a set of values, principles and guidelines that guide the behavior of guests, visitors, officials, and hotel suppliers, which will apply to those to whom the Hotel Charleston Santa Teresa provides its services, whether temporarily or permanently.

The purpose of this code of conduct is to ensure that all customers receive a service of the highest quality standards, in accordance with our warranty policy, commitment and innovation, allowing all our customers to enjoy a comfortable and pleasant stay.

Compliance with this code is mandatory for all actors involved directly or indirectly in the administration and operation of Charleston Hotels; therefore, they must act in accordance with its provisions.

Failure to observe and comply with this code by any user of the facilities of Charleston Hotels and its establishments will result in the corresponding administrative measures and sanctions provided herein.

COMMITMENT TO COEXISTENCE, TRANQUILITY AND HARMONY

To be able to provide our hotel service within the standards mentioned in this code of conduct, Charleston Hotels will provide its services, striving for normal coexistence, tranquility and harmony within its facilities, including restricted, concessioned, and/or exclusive use areas for clients and/or employees.

To this end, Charleston Hotels will take all measures within its reach, including the possibility of refusing or ceasing the provision of its services to guarantee the rules of coexistence, tranquility and harmony mentioned above, especially when, under the reasonable analysis of Charleston Hotels, it is evident that there is a clear violation of them on the part of any of the persons or individuals to whom this code applies.

Events that violate the rules of coexistence at the Charleston hotels:

- Behavior that has the potential or is actually risky or represents a real or potential danger to the safety of employees, guests, customers and/or other visitors or suppliers of Charleston Hotels and its establishments.
- Use of offensive or insulting language towards other guests, visitors, employees and managers of Charleston Hotels.
- Use of offensive or insulting language when expressing opinions related to Charleston Hotels and the services provided.
- Use of any means of communication (radio, press, television, social networks)etc.) to express opinions or statements that are not in accordance with reality, are defamatory or disrespectful against Charleston Hotels, its employees or managers.

- Discriminatory or harassing behaviors due to age, race, sex, physical condition, beliefs, nationality, language, political affiliation or sexual orientation.
- Offensive or inappropriate behavior, but not limited to cases of non-consensual physical contact; expressly observable violence; openly immoral acts; acts of provocation; damage to property belonging to other travelers, guests and/or visitors, Charleston Hotels or their establishments.
- Illegal behavior includes, but is not limited to: proven theft; use of false identification; identity theft; illegal use of means of payment such as credit cards, debit cards, bank accounts, transfers, etc.; promoting or facilitating the consumption of alcohol by minors; possession, distribution and/or consumption of illegal substances/articles; promotion of sex tourism, transport, possession, trafficking, trade, exploration, exploitation or personal gain from local fauna and flora species, illegal trade of cultural goods.
- Discourteous and conflictive behavior towards guests, employees, clients, suppliers and/or visitors of Charleston hotels and their establishments, which threaten harmony, disrupt order, normal operation of the place, disturbance of tranquility, carried out at any time, in public and/or private areas intended for the development of activities within the framework of the corporate purpose, such actions must be verifiable and demonstrable, such as, but not limited to: excessive noise caused by the use of music equipment at high volume and circulation of people, holding parties in spaces not intended and contracted for such purpose, failure to comply with the maximum number of people allowed inside rooms and other areas, failure to comply with the established schedules for service areas, among others.
- Openly verifiable behaviors that violate laws 679 of 2001 (Art. 16, 17 and 19), 1336 of 2009, Law 599 of 2000 and resolution 3840 of 2009 which aim to dictate protection measures against exploitation, pornography, sex tourism and other forms of sexual abuse against children and adolescents.
- Transit or visits to the Charleston Hotels facilities in inappropriate attire, such as, but not limited to: walking around in underwear, bathrobes, partial or total nudity, clothing that threatens, manifests or promotes actions against other people.
- Parents and guardians are responsible for the behavior and appropriate supervision of minors within the Hotel premises.
- Visitors, customers, and guests who consume alcoholic beverages in designated areas such as restaurants, bars, lounges, and guest rooms must do so responsibly. Hotel staff may refuse to serve alcoholic beverages to anyone who, in the supervisor's or manager's judgment, is not consuming alcohol responsibly.
- Firearms, explosive materials, flammable materials, narcotics, or similar substances are not allowed in the hotel.

Violations of this Code shall, to the extent possible, be corrected immediately, and shall be sanctioned, in accordance with current labor, civil or criminal regulations, without prejudice to other liabilities that the offender may incur and of the timely exercise of any legal actions that may be appropriate.

Employees, supervisors, area managers, and directors will be responsible for identifying any of the behaviors described above and notifying their immediate superior, who may then implement the following protocol:

- Direct communication with clients, guests, employees or suppliers who, based on evidence, are participating in any of these behaviors.
- Notification to the human resources, management and security departments of Charleston Hotels and its establishments.
- Notification to the relevant legal, police and judicial authorities.
- Request to vacate the areas or establishments of Charleston Hotels.
- Imposition of sanctions or fines in accordance with those established in this code, which are detailed below:
- Any damage caused by the client to the hotel's movable or immovable property must be paid to Charleston Hotels, in accordance with the value established by the Hotel.
- Damage to physical facilities: penalty of four current legal monthly minimum wages (4 SMLV);
- Damage to electrical, electronic and technological equipment: penalty in accordance with the current and public sale price of the affected asset;
- Damage to furniture or decoration: penalty according to the price paid plus transport, freight, import and tax costs.
- Damage to heritage assets: penalty according to the cost of restoration.

In accordance with Law 1335 of 2009, the Charleston Santa Teresa hotel is a smoke-free environment; therefore, smoking is prohibited within the hotel premises. Failure to comply with this law will result in a penalty of USD \$500 or COP \$1,500,000, which will be charged to the guest's account.

PROTECTION OF MINORS

In compliance with Law 679 of 2001, Law 1336 of 2009, Law 1098 of 2006 and other related regulations, Charleston Hotels and its establishments adopt a zero tolerance policy towards any form of exploitation, abuse, violence or violation of the rights of children and adolescents.

In furtherance of this policy, Charleston Hotels, its administrators, employees, contractors, suppliers and other persons linked in any capacity to the organization must observe the following provisions:

- Refrain from offering, promoting, facilitating, marketing or allowing, expressly or surreptitiously, programs, tourist plans, activities or services that involve or may facilitate the commercial sexual exploitation of children and adolescents.
- Refrain from providing information to guests, tourists or third parties, directly or through an intermediary, about persons, establishments or places where commercial sexual exploitation activities of children and adolescents are practiced, promoted or facilitated.

- Refrain from driving, transporting or facilitating access of tourists to establishments or places where commercial sexual exploitation of children and adolescents takes place, as well as facilitating access of minors to places where guests or visitors are staying for such purposes.
- Take the necessary measures to prevent any person linked to Charleston Hotels from offering or facilitating tourist services that promote, allow or encourage sexual activities with children and adolescents.
- Apply enhanced due diligence measures regarding the accommodation of minors, to verify their identity, the legitimacy of the accompaniment and the existence of sufficient authorizations where appropriate.
- Any minor who intends to stay at any of the Charleston Hotels establishments must be accompanied by their parents, legal representative, person who legally exercises their custody or by a duly authorized third party.
- When a minor stays accompanied by a person other than their parents or legal representative, Charleston Hotels may require the presentation of authorizations, identity documents, civil records, court decisions, certifications or any other support that reasonably allows verification of the minor's identity, the legitimacy of the accompaniment and the existence of sufficient authorization from the person exercising parental authority, custody or legal representation.
- Charleston Hotels reserves the right to refuse registration, entry or stay to any minor when:
 1. It is not possible to adequately verify the identity of the minor or their companion;
 2. The documentation presented is insufficient, inconsistent, or raises reasonable doubts about the legitimacy of the accompaniment;
 3. There are indications of risk to the integrity, safety or well-being of the minor;
 4. Identify circumstances that may be related to behaviors of exploitation, abuse or violence against children and adolescents.
- The following are among the warning signs:
 1. Inconsistencies between the information provided by the minor and that provided by the accompanying adult;
 2. Unjustified refusal to submit supporting documentation;
 3. Documentation allegedly altered, incomplete, or contradictory;
 4. Evasive, suspicious or inconsistent behaviors with the relationship shown between the minor and the accompanying adult;
 5. Any circumstance that reasonably allows one to infer a possible risk to the minor.
- When an alert signal is identified, staff must suspend the registration or entry process, immediately inform the person designated by the establishment and follow internal escalation and reporting procedures.

- Charleston Hotels will report to the competent authorities any facts or reasonable suspicions of which it has knowledge related to commercial sexual exploitation, abuse or any form of violation of the rights of children and adolescents, including, as appropriate, the National Police, the Child and Adolescent Police, the Colombian Institute of Family Welfare (ICBF), the Attorney General's Office, the Ministry of Commerce, Industry and Tourism and other competent authorities.
- Charleston Hotels will maintain internal mechanisms that allow its employees to immediately report any fact, conduct or situation that may constitute a threat to the integrity or rights of children and adolescents.
- The documentation collected for the verification of identity, kinship, legal representation or authorizations will be kept in accordance with the personal data processing policies of Hoteles Charleston and current regulations, exclusively for security purposes, regulatory compliance and, attention to requirements of competent authorities.

Charleston Hotels employees, officials and representatives will have the power to reject or cancel reservation requests, deny entry or request the removal of guests, visitors or third parties when there are reasonable grounds to consider that their conduct may violate this policy or the applicable regulations regarding the protection of children and adolescents.

Therefore, the following reservation policies are established:

General Information and Services

Some rooms may have balconies, terraces, patios, or other open spaces that may not be suitable for children. Please check with the hotel in advance regarding options available for children. Connecting or adjoining rooms are subject to availability and must be requested by the guest before or during the booking process.

The Hotel accepts payments by cash (up to \$5,000,000 COP), debit cards and credit cards authorized by the establishment.

Additional services, including breakfast, airport-hotel-airport transportation, local transportation or other complementary services, may generate additional charges, which will be informed to the guest at the time of booking, request or provision of the service.

Booking Conditions

The rate shown applies to the dates of stay, room type/night, and number of passengers confirmed during the booking process. Changes to room type, number of nights, or additional passengers may result in variations in the amounts confirmed under this code.

Cancellation Policies

Cancellation or modification notices must be received by the hotel 72 hours prior to arrival to avoid penalty charges for the first night on flexible rates (public and through agreements). For non-refundable rates (promotional and package rates), a charge of 100% of the stay will apply at any time of cancellation. If you have a corporate or agency agreement, please refer to the policies established in that agreement.

Penalty for no show

Failure to appear by the guest on the reserved date will give the Hotel the right to release the room or keep it according to negotiation criteria; in any case, the missed night or the total stay will be charged according to the type of rate purchased.

Additional Person Policy

Accommodation and breakfast included for a maximum of 1 child between 0 and 3 years old, at no extra charge, sharing a room with their parents.

Children aged 4 to 11 will be charged COP \$150,000 per night, plus taxes (if applicable).

Children 12 years and older will be charged COP \$250,000 per night, plus taxes. These additional charges include breakfast. These prices are current as of 2026.

If an extra bed is required, it will be provided free of charge, subject to room size. Requests must be made 24 hours prior to arrival via email, phone, or WhatsApp.

Requests for bed and breakfast (as applicable to the booked rate) for one additional person beyond those confirmed in the reservation will incur a charge of COP 250,000 plus taxes, using existing beds or an extra bed if room space allows. Requests must be made 24 hours prior to arrival via email, phone, or WhatsApp.

Minors policy

If traveling with children, you will need to present certain documents at the property for child registration. Please note the following information:

Minor accompanied by both parents

1. Minor's identity document.
2. Identity document of both parents.
3. Additional document that reasonably allows verification of the family relationship.

Minor accompanied by one of his/her parents

1. Minor's identity document.
2. Identity document of the accompanying father or mother.
3. Any additional document that reasonably allows verification of the family relationship

Minor accompanied by a guardian, curator or legal representative

1. Minor's identity document.
2. Identity document of the guardian, curator or legal representative.
3. Document proving legal representation or custody.

Minor accompanied by an authorized third party

When the minor is accompanied by a person other than his parents, legal representative or person who legally exercises his custody.

1. Minor's identity document.
2. Companion's identity document.
3. Written authorization signed by the person exercising parental authority, custody or legal representation of the minor, authenticated by a notary.
4. Copy of the identity documents of the person granting the authorization.
5. Any additional support that the Hotel reasonably considers necessary to verify the legitimacy of the escort.

The authorization must clearly identify the following information:

1. The name of the minor.
2. The name of the person authorized to accompany him.
3. The dates of the trip or stay.
4. The hotel establishment or intended destination.
5. The contact details of the father, mother or legal representative granting the authorization.

Charleston Hotels reserves the right to deny registration, entry or stay to minors when it is not possible to adequately verify the legitimacy of the accompaniment, the identity of those involved or when there are circumstances that may represent a risk to the safety, integrity or well-being of the minor.

Use of Hotel facilities and services

Use of the pool, gym, spa, terrace, and other hotel facilities is subject to the hotel's internal policies and schedules. Access to and use of the pool, gym, terrace, and other restricted areas is exclusively for guests duly registered at the hotel.

Guests under eighteen (18) years of age must be accompanied and supervised at all times by a responsible adult in areas where their access is permitted. Access to the spa by minors may be restricted or subject to the conditions established by the Hotel for each service.

The Hotel may restrict or suspend access to any of its facilities when necessary for reasons of security, maintenance, capacity, regulatory compliance or non-compliance with the establishment's internal policies.

Spa

Massage services, spa treatments, and other specialized services may require prior reservation and are subject to availability. The treatments and services offered by the Spa are exclusively for individuals over the age of 18. Therefore, treatments are not permitted for minors.

Gym

The gym is available to our guests 24 hours a day and is for the exclusive use of registered hotel guests.

To ensure the safety of all users, minors are not permitted. Users must use the facilities and equipment properly, respecting safety regulations and maintaining order and cleanliness in the area. The Hotel is not responsible for injuries or accidents resulting from improper use of equipment or failure to comply with these regulations.

19% VAT

This tax will be charged to all national passengers residing in the country, on all applicable consumption.

19% VAT on accommodation (exemption for foreigners and non-residents, according to stamp).

The 19% VAT accommodation tax exemption applies to tourist services originating from packages sold to non-resident Colombians and foreigners with an entry stamp to the country no older than 90 days, whose reason for travel is tourism.

Consumption tax 8%

Tax levied on the consumption of food and beverages for all Hotel guests, regardless of their nationality or residence.

Non-refundable rates

Rates marked "non-refundable" are those that, according to the Hotel's policies, are non-refundable, except in cases of warranty, right of withdrawal, or payment reversal. Therefore, if the client does not fall under one of these categories, as indicated for each in these Terms and Conditions, their refund request for the contracted service will not be processed, and the terms of the bookings cannot be modified.

Entry and exit policy

Rooms are available from 3:00 PM, except for confirmed early check-in. Check-out time is 12:00 PM (noon), except for confirmed late check-out approved by the property. Early check-in and late check-out are subject to availability and additional charges may apply.

Currency conversion policy

The confirmed rate in dollars will be converted to Colombian pesos at the time of payment, based on the exchange rate used by the hotel and is subject to exchange rate fluctuations without prior notice.

Early departure policy

Early departure notified during the stay will generate a full charge for the remaining nights booked, at the confirmed base rate and VAT (if applicable), excluding optional charges.

Security policy

For security, control, and regulatory compliance reasons, only duly registered guests may access the hotel rooms and guest-only areas. All guests and visitors must be informed during the booking process and/or

register during check-in, as applicable. Individuals who are not duly registered or authorized will not be permitted to enter the rooms or guest-only areas.

The Hotel may request identification from individuals on its premises at any time, as well as verify their status as guests or authorized visitors. Consequently, the Hotel reserves the right to deny, restrict, or revoke access to those who do not comply with the registration, identification, or authorization procedures established in its internal policies.

The Hotel guarantees that its facilities, services, and operations comply with the applicable provisions of the National Code of Security and Citizen Coexistence (Law 1801 of 2016). Therefore, by making a reservation, staying at, or entering the Hotel's premises, the guest and their visitors agree to comply with current legal provisions, the Hotel's internal policies, and these Terms and Conditions.

Failure to comply with these provisions may result in the restriction or denial of access to certain areas, the request to leave the premises, the termination of the reservation or accommodation and, where appropriate, notification to the competent authorities and the adoption of other measures permitted by Colombian legislation and by the Hotel's internal policies.

Pet Policy

Pets are welcomed on the premises of the Hotel Charleston Santa Teresa, including assistance, guide, service, and emotional support dogs and cats. To ensure the comfort and safety of all our guests, we request that pets weigh no more than 27 kilograms and remain on a leash in all designated public areas.

It is important to review and request the hotel's pet policy when making your reservation. For more information, please email res@charlestonsantateresa.com or call +57 605 6649494

Operation of the facilities

Hoteles Charleston may unilaterally determine the total or partial closure of its facilities for the proper provision of its services and for the safety and privacy of guests who, due to their condition and under the reasonable opinion of Hoteles Charleston, so warrant.