

Article 1 - Terms and Conditions for Accommodations

I. Terms and Conditions describe terms of accommodations and related agreements (collectively "Accommodation Agreements") between Neill Wycik Hotel ("Hotel") and its Guests ("Guests"). Any items stipulated in this Terms and Conditions shall be determined according to the laws of Canada or generally established custom.

II. Notwithstanding the above, in cases where Neill Wycik Hotel accepts a special agreement, insofar as such special agreement does not violate the laws of Canada or generally established custom, such special agreement shall have precedence over this Terms and Conditions.

III. Words importing the singular include the plural and vice versa.

IV. All Guests are encouraged to read the Hotel's FAQ page on its website (www.neillwycikhotel.ca) prior to establishing an Accommodations Agreement.

Article 2 - Requesting an Accommodation Agreement

I. When requesting an Accommodation Agreement with the Hotel, guests must provide the Hotel with the following information:

- a) Name and contact information of Guests (including a phone number and email)
- b) Dates of stay
- c) Accommodation fee
- d) Other items as specified by the Hotel

II. If Guests wish to extend their stay beyond the dates specified in the original Accommodation Agreement, the Hotel will process such request as an offer for new Accommodation Agreements at the time such request is made.

III. If a new Accommodation Agreement is made, the following applies:

- a) Front Desk staff must be made aware of the change within 30 minutes of the new Accommodation Agreement.
- b) A new contract must be signed to validate the Accommodation Agreement.



c) Guests may be required to relocate rooms and in turn check out of their current reservation and check into their new reservation and/or room at the Hotel's check-in time (4:00 PM EST).

Article 3 - Effective Date of Accommodation Agreements

I. Accommodation Agreements become effective when the Hotel approves the request described in Article 2 above. However, this will not apply if it is proved that the Hotel did not approve the request.

II. When Accommodation Agreements become effective as described in Article 2 above, Guests shall pay the Hotel the full amount of the Accommodation Agreement, referred to as a "Preauthorisation," and a Security Deposit (if applicable) by the date Hotel specifies. Preauthorisations can be charged up to 120 days in advance.

III. No refund will be provided for reservations that fail to meet the Hotel's 48-hour cancellation policy. The 48-hour cancellation policy commences 48-hours prior from time of check-in (4:00 PM EST). Accommodation Agreements made less than 48-hours prior to check-in are considered non-refundable.

IV. If Guests do not pay the Preauthorisation or Security Deposit fees by the payment due date specified by the Hotel (up to 120 days prior to check-in), their reservation becomes immediately null and void. The Hotel reserves the right to cancel the reservation provided Guest notification of the payment due and provides evidence that an attempt was made to retrieve payment.

Article 4 - Prohibitions

I. Guests will not let others stay at the Hotel, assign or resale Accommodation Agreements, or let others use Hotel's facilities for Guests only without the Hotel's prior written consent.

II. Before the date of stay, the Hotel may contact Guests through the contact information outlined in Article 2 above for confirmation of Agreement. After three attempts to confirm the Agreement, should the guest not respond, the Hotel reserves the right to terminate the Accommodation Agreement.

Article 5 - Refusal to Conclude Accommodation Agreements

In any of the following cases, the Hotel may decline to honour the Accommodation Agreement:

I. The request for accommodation is not made in accordance with the Terms and Conditions.

II. The Hotel is fully booked and there are no rooms available.

III. The person intending to stay at the Hotel is deemed to have violated applicable laws, public order or public morals.

IV. The person intending to stay at the Hotel is clearly infected with an infectious disease.

V. The person makes demands on the Hotel exceeding a reasonable extent.

VI. Accommodation cannot be provided due to Acts of God, failure of facilities or other unavoidable circumstances.

VII. Any of the following items apply to the person intending to stay at the Hotel:

a) Such person is a member of or in any way affiliated with a violent organisation, an

enterprise or organization affiliated with a violent organisation, an organisation that

conducts radical action or other antisocial organisation (hereinafter collectively referred to as a ("Violent Organisation"))

b) Such person is a member of a company or other organisation whose operations are controlled by a Violent Organisation or affiliate thereof

c) Such person is a legal entity which has an officer (director, executive officer, or any other equivalent person), employee, related person, etc. related to a Violent Organisation

d) Such person accepts the use of its name to a Violent Organisation

e) Such person commits significant disturbance of other guests of the Hotel, by words or action

f) Such person makes demands by violence, or otherwise makes demands on the Hotel or its employees exceeding the reasonable extent

Article 6 - The Guests' Rights of Cancellation

I. Guests may cancel Accommodation Agreements at any time by notifying the Hotel.

II. Guests meet the 48-hour Cancellation Policy as outlined in Paragraph III under Article 3.

Article 7 - The Hotel's Rights of Cancellation

I. The Hotel may cancel Accommodation Agreements in the event of any of the following:

a) The Hotel was unable to process a Preauthorised Payment

b) The credit card on file does not match the Guests name on the Accommodations Agreement for which no Preauthorised Form was provided

c) The Guest does not arrive by 11:00 AM EST the day after check-in for which a payment cannot be retrieved and/or the Guest fails to notify the Hotel of their late arrival

d) The Guest is unable to provide sufficient ID upon check in. Acceptable forms of ID are a passport, or Canadian Government Issued ID (Health Card not accepted).

e) Such person is a member of or in any way affiliated with a violent organisation, an enterprise or organisation affiliated with a violent organisation, an organisation that conducts radical action or other antisocial organisation (hereinafter collectively referred to as a ("Violent Organisation"))

f) Such person is a member of a company or other organisation whose operations are controlled by a Violent Organisation or affiliate thereof

g) Such person is a legal entity which has an officer (director, executive officer, or any other equivalent person), employee, related person, etc. related to a Violent Organisation

h) Such person accepts the use of its name to a Violent Organisation

- i) Such person commits significant disturbance of other guests and/or staff of the Hotel, by words or action
- j) Such person makes demands by violence, or otherwise makes demands on the Hotel or its employees exceeding the reasonable extent

Article 8 - Time of Use of Guest Rooms

I. Check-in time is 4:00 PM EST.

II. Checkout time is 11:00 AM EST.

III. Early check-in is available at the sole discretion of management and is dependent on Hotel occupancy. If early check-in is available, it is subject to a CAD \$20.00 charge due upon check-in.

IV. We do not offer late checkout. Any Guests not vacated from their room by 11:00AM EST, will be subject to the late penalty fee of CAD \$40.00.

V. The Guests are entitled to use of their allocated room(s) for the dates as outlined in the Accommodation Agreement. In the event that Guests are required to relocate rooms, the initial room assigned on the first Accommodations Agreement will not be used between the checkout and new check-in period.

VI. If a Guest extends their stay, they may be required to vacate the room and wait until check-in for their new Accommodations Agreement. This rule is subject to availability and occupancy.

Article 9 - Compliance

I. During their stay, Guests shall comply at all times with the Hotel's Terms of Use (including and not limited to guidance, warnings, information, etc.), as posted within the Hotel's premises.

Article 10 - Hours of Operations

I. The hours of operation of main Hotel facilities are listed below and outlined on the Hotel's website. All hours of operations are subject to change without notice; excluding the Hotel's check-in and checkout times.



a) Front desk services: 24 hours

b) Security: 24 hours

c) Breakfast: 7:00 AM - 11:00 AM EST

d) Housekeeping: 11:00 AM - 11:00 PM EST

e) Hotel Visitor curfew: 11:00 PM EST – 8:00AM EST

Article 11 - Payment

I. Breakdown and calculation of the accommodation fees include (a) accommodations/room charge (also referred to as the rack rate), (b) the Harmonized Sales Tax (HST) which is 13% and (c) a Municipal Accommodation Tax (MAT) (if applicable) at 6%.

II. Guests will pay the accommodation fees, etc. as described in Paragraph I above at the front desk by Visa, MasterCard, or cash (CAD or USD). USD is calculated at par. **All cash transactions are non-refundable.**

III. All payments are non-refundable if cancelled after the 48-hour Cancellation Policy has commenced.

IV. After the Hotel provides Guests with access to rooms, even if the Guest chooses not to stay in or use the room(s), the Hotel shall nonetheless charge the accommodation fee to Guests.

V. Refunds are made immediately and may take seven to 24 days to appear in the Guests bank account. This includes Accommodation Agreements made through Booking.com, our website, the front desk, over the phone, or any third-party Online Travel Agent (OTA).

Article 12 - If the Hotel Fails to Provide the Promised Accommodations

I. If the Hotel cannot provide Guests with the contracted rooms, the Hotel shall arrange for another room/room type on the property before assisting in relocation at another Hotel. A refund for the Accommodations Agreement will be provided in full. Neill Wycik Hotel will not be held responsible for the difference in prices should the new Agreement

at the other property exceed the amount stipulated in the Hotel Accommodation Agreement.

Article 13 - Storage of Bailed Goods

I. Hotel rooms are not supplied with safes for storage of personal items.

II. It is the Guests responsibility to lock their room door when leaving the room to use the bathroom, use other facilities, or leave the hotel.

III. In the event of damage to any cash, valuables or other goods bailed at the front desk by Guests, except in the case of acts of God or force majeure, the Hotel shall compensate Guests for such damage. However, if Guests have not indicated the value of such goods when bailed by the Hotel front desk, such compensation shall be limited to CAD \$500.

IV. In the event of damage to any cash, valuables or other goods brought into the Hotel by Guests but not bailed at the front desk, are the responsibility of the Guest and the Hotel is not liable for damages.

Article 14 - Storage of Guests' Hand Luggage and Personal Effects

I. If the Guests' luggage arrives at the Hotel before Guests, only if the Hotel accepts such arrival in advance, the Hotel shall be responsible for storing such luggage, and the Hotel shall return it to Guests when they check in. Guests waive any liability on the hotel for damages. There is a fee of CAD \$15.00 per item (bag or luggage) for every 24-hour period.

II. The Hotel may offer temporary storage for Guests who arrive prior to check-in. However, this is dependent on occupancy and space availability. There is no fee associated with this service if the storage is on the day of check-in.

III. The Hotel may offer temporary storage for Guests upon checkout. However, this is dependent on occupancy and space availability. There is no fee for this service. For storage outside the checkout date, there is a fee of CAD \$15.00 per item (bag or luggage) for every 24-hour period.

IV. When requesting storage, it is the responsibility of the Guest to articulate the duration of storage required. Hotel staff will charge the credit card on file in accordance with the fees as outlined in Paragraph III above.



V. Should items not be picked up within the agreed upon time frame, the Hotel will make three attempts to contact the Guest(s). After doing so, items will be temporarily held for 72 hours before being discarded.

Article 15 - Parking

I. The Hotel does not provide parking to Guests.

II. If the Hotel staff suggests parking locations, the Guest acknowledges that the Hotel is not liable for any fees, fines, or costs associated with parking.

Article 16 – Fans

I. Fans are provided to Guests on a first come first serve basis.

II. Additional fans can be requested. A one-time rental fee of CAD \$20.00 for each additional fan must be paid at the time of request.

Article 17 – Visitor Curfew

I. The hotel has a strict 1 person per bed policy as per Toronto Fire Code.

II. Guests are permitted to have visitors during the day, however guests are strictly prohibited overnight.

III. Visitors must provide government-issued ID to security every 24-hours.

IV. Guests are not permitted to have visitors between 11:00 PM and 8:00 AM.

Article 18 – Pet and Service Animal Policy

I. Pets are not permitted.

II. All service animals must be declared at the time of check-in. Identification of a service animal is preferred, however not required.

III. Damages to hotel property of any kind as a result of service animals are subject to a CAD \$250.00 cleaning fee.

Article 19 - Responsibilities of the Guest

I. Guests are required to report damages to rooms no later than 30 minutes upon entering the room.

II. Guests are recommended to take photos of the room to validate damages upon arrival.

III. In the event of damage to the Hotel during or upon checkout of the Guests' stay due to intention or negligence, Guest(s) shall compensate damages to the Hotel.

IV. The Hotel is a smoke-free property. Smoking is strictly prohibited. Smoking includes cigarettes, marijuana (even if used for medical purposes), vaping, and any other reasonable actions that may be considered smoking. Smoking is only permitted on the 23rd roof deck or outside the property (9-metre distance from entrance). **Guests found smoking inside the Hotel will be subject to the Hotel's Smoking Fine of CAD \$500.00 per offence.** At the sole discretion of management, local authorities may be called and Guests may be charged Municipal fines in accordance with the Municipal Code Chapter 709 – Smoking Bylaw. The fees are CAD \$1,000.00, and will result in immediate removal from the property.

Article 20 - Amendment

I. If the Hotel deems necessary, the Hotel may amend its Terms and Conditions. If the Hotel decides to make amendments, a notice will be sent to all current and future Guests as soon as possible. Please visit the hotel's website (www.neillwyckhotel.ca) under FAQ and Terms and Conditions for updates.