



MILLENNIUM
HOTEL

No 7, 54th St
Yangon, Myanmar

phone: +95(01-299024)
fax: +95(01-9010476)

website: myanmarmillenniumhotel.com email: reception@myanmarmillenniumhotel.com

Terms and Conditions

1. Background

Welcome to Millennium Hotel. This document sets out the Terms and Conditions on which we will give you access to our services and facilities. All Guest(s) must agree to the Terms and Conditions listed in this document.

Our rules, privacy policy and the Accommodation Agreement form part of this Term and Conditions and a breach of them is a breach of our Terms and Conditions.

We may amend our Terms and Conditions at any time by posting the amended Terms and Conditions on site or on our website (www.myanmarmillenniumhotel.com). Skyriver Restaurant is a subsidiary of Millennium Hotel and as such all Terms and Conditions for Millennium Hotel is applicable to Skyriver Restaurant. We operate on the premises that we have the right to enter any room for routine inspections. The term "Guest" is applied to any registered guests who will be lodging at Millennium Hotel. A maximum of 2 guests per room is allowed. Additional charges may be applied for family traveling with young children.

2. Lodger Eligibility

You may only use our facilities or become a Guest if you are:

- (a) Able to form a legally binding contract with us and agree to the Terms and Conditions;
- (b) Over 18 years of age with proper Passport and VISA;
- (c) Not temporarily or indefinitely suspended from using our services or facilities or have been evicted from this or other hotels;
- (d) Not a member of an organized crime group or any person related to such gang or any other anti-social forces;

Please note that maximum of 2 guests are allowed per room. Additional charges may be applied for family traveling with young children.

3. Accommodation Agreement

See Accommodation Agreement for details. All guests must sign Accommodation Agreement. By signing the Accommodation Agreement, all Guest(s) hereby agree to the Millennium Hotel Terms and Conditions, which is available on site and on our website (www.myanmarmillenniumhotel.com).

4. Contribution to your shared living community

(a) The followings are **prohibited**:

- (i) Smoking on hotel premises, including Skyriver Restaurant, balconies, anywhere within 5 feet of the hotel grounds.
- (ii) The use of any naked flames of any sort including candles, incense or oil burners or any heaters or fans other than those provided by Millennium Hotel.
- (iii) Tampering or interfering with the hotel public computers, the internet access, hotel electrical wiring, or items that are property of Millennium Hotel (e.g. furniture).
- (iv) Bringing your own furniture(s) onto hotel premises, including Skyriver Restaurant and balconies.



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- (v) Bringing your own food and drinks to the Skyriver Restaurant.
 - (v) Creating disruption, noise, and any means of violence.
 - (vi) Disrespecting Millennium Hotel and its Guests in anyway.
 - (vii) Prostitution and solicitation activity of any kind.
 - (vii) Pets, Hazardous materials, and Durian food products
- (b) The Guest is liable for any actions committed by his/her visitors and any charges incurred.
- (c) If Guest(s) and their visitors are found to have committed the prohibited action of smoking, a \$500.00 USD plus restoration and cleaning fee shall be charged and payable.
- (d) If the Guest(s) and their visitors are found to have committed and/or participated in the prohibited action of prostitution and solicitation in any way on hotel premises, including Skyriver Restaurant and balconies, the Guest(s) and their visitors will be forced to vacate the hotel premises, including Skyriver Restaurant and balconies, without any refund. As such Millennium Hotel will terminate any contract and agreement with the Guest(s). The Guest shall still be liable to complete payment for reserved accommodation stay.
- (e) Please note that if the Guest(s) and visitors are found to have committed the prohibited actions listed above with the exception of the act of smoking (see clause 4(c) for smoking), the amount of \$150 USD shall be fined and payable.
- (f) If the property or anything of Millennium Hotel is damaged by the Guest(s) and/or visitors, the Guest(s) is liable to contribute towards the cost of the repairs of the damage. The cost may vary depending on the extent of damage.

5. Visitors

- (a) Visitors are only allowed in common areas such as hotel lobby and Skyriver Restaurant & balconies. Visitors are not allowed in guest(s) rooms for security purposes.
- (b) Visitors must be accompanied by the Guest(s) at all times.
- (c) The Guest is liable for any actions committed by and any charges incurred by his/her visitors.

6. Noise control

- (a) We expect all guests to respect and be considerate of other registered guests. Accordingly, loud televisions and music must be turned off no later than 11:00 pm.

7. Refusal of Accommodation by Millennium Hotel

Millennium Hotel reserves the right to refuse service/accommodation to any person(s). In addition, Millennium Hotel will refuse accommodation to Guest(s) who meets any of the following conditions:

- (1) When the Hotel guest for accommodation does not conform with the provisions of the Terms and Conditions;
- (2) When the Hotel is fully booked and no room is available;
- (3) When the Guest seeking accommodation is deemed liable to conduct himself in a manner that will contravene the laws or act against the public order or good morals in regards to his accommodation;
- (4) We suspect that you have engaged in or are a part of fraudulent or criminal activity/organization of any kind.



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- (5) When the Guest seeking accommodation has conducted himself / herself in a manner which would cause significant inconveniences to other guests;
(6) When the Guest seeking accommodation has acted unjust acts such as violence, threat or blackmail towards accommodation facilities or accommodation facilities staff (employees), OR has requested the Hotel to assume an unreasonable burden, OR proven to have conducted himself / herself in a similar manner in the past;
(7) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;
(8) When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes;
(9) When the person desiring the accommodation is in a state of intoxication that may disturb other guests or when the person behaves in a manner which gives disturbance to other guests.

8. Right to Cancel Accommodation Agreement by Guest(s)

- (1) The Guest is entitled to cancel the Accommodation Agreement by notifying the Hotel.
(2) Cancellation Charges for Hotel

Table with 2 columns: Date When Cancellation of Reservation Notified, Charges. Rows include No Show (100%), Check-in day/ Accommodation Day (100%), Within 7 days of Check-In Day (50%), Within 14 days of Check-In Day (25%).

9. Registered Guests who do not comply with this agreement

We may terminate your agreement with us without notice and at our discretion, retain all or part of the paid accommodation charges under any of the following cases:

- (1) The Guest(s) failed to follow the Accommodation Agreement and/or Terms and Conditions;
(2) We are unable to verify or authenticate any information you provide to us;
(3) We believe that your actions may attract legal liability for you, other guests, or us;
(4) We suspect that you have engaged in or are a part of fraudulent or criminal activity/organization of any kind.
(5) When the Guest(s) is deemed liable to conduct and/or has conducted himself in a manner that will contravene the laws or act against the public order and good morals in regard to his/her accommodation;
(6) When the Guest can be clearly detected as carrying an infectious disease;
(7) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
(8) When the person desiring the accommodation is in a state of intoxication may disturb other guests or when the person behaves in a manner which gives disturbance to other guests.
(9) When the Guest has made any conduct which would cause significant inconveniences to other guests;
(10) When the Guest seeking accommodation has acted unjust acts such as violence, threat or blackmail towards accommodation facilities or accommodation facilities staff (employees), OR



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has requested the Hotel to assume an unreasonable burden, OR proven to have conducted himself/herself in a similar manner in the past;

- (11) When the Guest violates prohibited actions such as smoking, prostitution, and other prohibitions listed above.

10. Registration

The Guest shall register the following particulars at the front desk of the Hotel at Check-In:

- (1) Name, age, sex, address and occupation of the Guest(s);
- (2) A copy of passport, passport number, a copy of VISA, route of entry into Myanmar, flight/train/ship number, and date of entry into Myanmar;
- (3) Date and estimated time of departure; and
- (4) Other particulars deemed necessary by Millennium Hotel.

11. Occupancy Hours of Guest Rooms

The Guest is entitled to occupy the contracted guest room of the Hotel from 3:00 p.m. to Noon the next day. However, in the case when the Guest is accommodating on consecutive days, the Guest may occupy it all day long, except for the days of arrival and departure. Please note that maximum of 2 guests are allowed per room. Additional charges may be applied for family traveling with young children.

The Hotel, notwithstanding the provisions prescribed in the preceding paragraph, may permit the Guest to occupy the room beyond the time prescribed in the previous paragraph. In this case, extra charges shall be paid as follows:

- (1) Up to 3 hours: one third of the room charge
- (2) Up to 6 hours: one half of the room charge
- (3) More than 6 hours: room charge in full

12. Business Hours

The business hours of the main facilities of the Hotel are as follows:

- (1) Service hours of front desk: Open 24 hours.
- (2) Complimentary Breakfast for **Registered Guests** only: 6:00 a.m. – 9:00 a.m. daily at Skyriver Restaurant
- (3) Skyriver Restaurant: regular business hours 6:00am – 10:00 pm daily
- (4) Room Service: 6:00am – 10:00pm daily

The business hours specified above are subject to temporary changes due to unavoidable causes of the Hotel. In such a case, the Guest shall be informed by appropriate means.

13. Payment of accommodation charges.

- (1) The breakdown and method of calculation of the Accommodation Charges and Extra Charges that the Guest shall pay is as listed below:



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Total Amount to be paid by the Guest	Accommodation Charges	Contents	Amount
		1. Basic Room Charge	Basic Room Rate per day
		2. Service Charge	5% of Basic Room Rate per day
		3. Accommodation/Hotel Tax	5% of Basic Room Rate per day
	Extra Charges	4. Meals and Drinks and other expenses	
		5. Service Charge	5% of total meals & drinks and other expenses
		6. Consumption/Restaurant Tax	5% of total meals & drinks and other expenses

*These above charges are subject to change depending on revisions of Myanmar Laws.

(2) Total Accommodation Charges shall be paid upon check-in with the Extra Charges incurred may be paid at check-out or upon request by Hotel staff. The charges shall be paid with U.S. Dollars or VISA/MasterCard (if available) at the front desk. Hotel staff will direct guest to a currency exchange service facility if needed. Millennium Hotel is not a currency exchange service facility; front office staff may exchange U.S. Dollars for Myanmar currency at Millennium Hotel discretion for only payment of Hotel charges incurred. However, the exchange rate may be higher than of outside facilities.

14. Liability of Hotel and Guest(s)

- (1) Millennium Hotel does not assume any responsibilities for the Guest(s)' and visitors' belongings.
- (2) The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilizes the parking spaces within the premises of the Hotel, as is shall be regarded that the Hotel simply offers the space for parking, whether the key of the vehicle has been deposited to the Hotel or not.
- (3) The Guest shall compensate the Hotel for the damage caused through intention or negligence on the part of the Guest.
- (4) Millennium Hotel does not assume any responsibilities for any bodily harm that have occurred on property that may be described as self-inflicted and/or where the Guest is at fault for the injury.

15. Force Majeure

No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of power sources. No party is entitled to terminate Terms and Conditions, including the Accommodation Agreement in such circumstances. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described as above.



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16. Waiver for Computer Communication Service

Please be informed that we are not responsible for any possible damage that may be caused by a systems failure or for other reasons while the computer communication services are being used. In addition, the guest may be required to compensate the Hotel and a third party for any possible damage caused by acts that we judge to be an inappropriate use of our computer communication system.

17. Observation of House Regulations

The Guest shall observe the House Regulations established by Millennium Hotel.

18. Indemnity and release

The Guest(s) is liable to keep us and our related entities and subsidiaries indemnified from and against all damages, costs, losses, damage and expenses, including legal fees incurred or suffered by us and/or the relevant related entity and subsidiaries consequent upon, arising directly or indirectly out of or relating to your actions on our Premises or a breach or non-observance by you of our Terms and Conditions, and Accommodation Agreement.

19. Disputes

Any dispute with Millennium Hotel and its subsidiaries will be settled in the court systems of Yangon city municipality under Myanmar Law. The party who is determined to be at fault in relation to the dispute must pay the costs of the arbitration.

20. No transfer

We enter into this Terms and Conditions with you personally. You are not entitled to assign or transfer your rights and obligations under this Terms and Conditions.

21. Terms used in this agreement

The terms used in this agreement have the meanings given to them below except where a different meaning is implied by the context in which it is used:

We or **Us** mean the Millennium Hotel and its subsidiaries or any assignee or successor in title;

Guest(s) means registered guest(s) of Millennium Hotel and its subsidiaries who has/have entered into a contract for the provision of occupation of a bed in one of our rooms;

Visitors mean any individuals of the Guest(s) who are not registered to be lodging as a Guest of Millennium Hotel and its subsidiaries.

Related entities or **Subsidiaries** mean our parent entity, businesses, affiliates, officers, directors, agents and/or our employees;

Facilities means a property owned or leased by us and used for the purpose of operating the business of the Millennium Hotel and subsidiaries;

You mean the person(s) who signs this agreement who is/are seeking to become a guest(s)/lodger(s).

22. Interpretation

These Terms and Conditions as well as the Accommodation Agreement apply to all states and territories in which Millennium Hotel and its subsidiaries operate.