



RULES OF PROCEDURE



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PREAMBLE.-

El Decreto-ley 13/2020, de 18 de mayo,¹ of Andalucía, por el que, entre others, the measures relating to hotel establishments are established, includes in chapter I the organisation of the same, as well as the regulation of their technical conditions and provision of services.

In this regard, article 25 of the Decree-Law provides as follows:

1. Hotel establishments must have an internal regulation laying down rules which shall lay down rules which must be complied with by users during their stay, without being able to contravene the provisions of Ley 13/2011, de 23 de diciembre,² ni en el presente Capítulo.
2. The internal regulations will always be available to users and will be displayed, at least, in Spanish and English, in a visible and easily accessible place of the establishment. This regulation must be advertised on the establishment's own website, if it exists.
3. The operating companies of the hotel establishments may seek the assistance of the Security Forces and Bodies to evict from them those who fail to comply with the regulations of the internal regime, fail to comply with the usual rules of social coexistence or intend to access or remain in them for a purpose other than the normal use of the service, in accordance with the establecido en el artículo 36.4 de la Ley 13/2011, de 23 de diciembre.
4. The rules of procedure shall specify at least:
 - a) The conditions of admission.
 - b) The rules of coexistence and operation.
 - c) Information on the administrative organization and responsible person to whom, where appropriate, they must address in those questions relating to the operation of the establishment.
 - d) List of complementary services provided by companies other than the operating entity and identification of the companies responsible for their provision.
 - e) Information to users about the facilities or services that pose a risk and the security measures adopted in this regard.
 - f) Admission of animals and conditions for such admission.
 - g) In general, all the circumstances that allow and favor the normal development of the enjoyment of the facilities, equipment and services.

In compliance with and development of the aforementioned Decree-Law, this Hotel Establishment has prepared this Internal Regime Regulation in which the mandatory rules for users during their stay are established; persons hereinafter referred to as Customers.

These Regulations are available to you, as a Client, at all times in both its Spanish language version and its English language version; Can

¹ Published in the Official Gazette of the Junta de Andalucía, Extraordinary No. 27, of May 18, 2020

² Law 13/2011, of 23 December, of the Tourism of Andalusia.

be consulted on the bulletin board located in the reception area, as well as on our website.

CAPITULO I

Conditions of admission

Article 1.- Conditions of admission.

1.1.- This Hotel is considered, for all purposes, as an establishment for public use, although admission or permanence may be denied:

- a)** Due to lack of accommodation capacity or facilities.
- b)** For failing to comply with the admission requirements.
- c)** For adopting behaviors that may produce danger or discomfort to other people, whether users or not, or that hinder the normal development of the activity.

1.2.- Our Establishment will seek the help of the Security Forces and Bodies to evict those who fail to comply with these Internal Regulations; fail to comply with the usual rules of social coexistence; or intend to access or stay in the Hotel for a purpose other than the normal use of the service.

Article 2.- Admission requirements.

2.1.- It will be a prerequisite to make use of the hotel room to properly complete the admission document upon arrival at the Hotel; being so that at that time you will be informed about your rights and obligations as a Client, as well as about the existence of these Internal Regime Regulations.

2.2.- When completing the admission document, you must present an official document that identifies you and that will also serve so that the Hotel can complete the corresponding entry part in accordance with current regulations on registration books and entry parts of travelers.

2.3.- Once the admission document has been completed, you will be given its copy, which will contain, at least, the name, classification and registration code in the Andalusian Tourism Register of the Establishment, the identification of the room, the number of people who will occupy it, the dates of entry and exit, the contracted food regime and, when the accommodation contract has been signed between you and the Hotel directly, the total price of the contracted stay being given, in this case, the original document corresponding to the contract.

Article 3.- Rights.

The rights of you as a Customer of this establishment are:

- a)** Receive truthful, sufficient, understandable, unequivocal information, and prior to contracting the accommodation period, as well as about the complete final price, including taxes, with a breakdown, where appropriate, of the amount of the increases or discounts that apply to any possible offer.
- b)** Obtain the documents that prove the terms of the contract.
- c)** Access our Establishment in the contracted terms.
- d)** Receive the services under the agreed conditions.

- e) Have duly guaranteed in our Hotel your safety and that of your assets, as well as your privacy; and be informed of any temporary inconvenience that could alter your rest and tranquility.
- f) Receive information about the facilities or services that pose a risk and the security measures adopted.
- g) Receive an invoice or ticket of the price paid for the services provided.
- h) Formulate complaints and claims and obtain information on the procedure for submitting them and their treatment.
- i) Consult the terms of privacy policy that is published on our website.

Article 4.-Obligations.

It is your obligations as a Customer of this establishment:

- a) Observe the rules of coexistence and hygiene.
- b) Respect the present rules of internal regime.
- c) Respect the agreed date of departure from the Establishment leaving the room free.
- d) Pay the contracted services at the time of presentation of the invoice or within the agreed period, without the fact of presenting a claim implying the exemption from payment.
- e) Respect this establishment, its facilities and its equipment.
- f) Respect the environment.
- g) Respect the areas and facilities restricted by reason of age, or contracted rates.

CAPITULO II

Rules of operation and coexistence

Article 5.- Reservation.

5.1.- Any reservation will include the date of stay, quantity and type of room with its diet, cancellation policy and additional complementary services contracted; also including the total and disaggregated price for each of these concepts, unless it has been offered as a package at the agreed global price.

5.2.- Prior to making your reservation and by the same means used to make it, or another that you choose, you will be informed of your rights and obligations, among others, of the cancellation policy of said reservation, which will comply with the following conditions:

- a) If the reservation is cancelled less than three days in advance, you will be required to pay one night's stay for every ten or fraction.
- b) If you leave the room booked before the date until which you had it booked, you will be billed for the services rendered up to that time plus a penalty of one night for every ten or fraction of the stays not made.
- c) In the case of non-refundable rates, the conditions that have been previously agreed will apply.

d) If the cancellation of the reservation is motivated by circumstances of force majeure, including a situation of crisis or health emergency that affects your place of residence or the place where this Establishment is located, the provisions of paragraphs a) and b will not apply, but you will receive a voucher, with expiration of one year, to stay at another time and under the same conditions, although subject to availability.

5.3.- The confirmation by us of your reservation will be considered a tourist accommodation contract; physical or electronic record is available to you.

5.4.- When you have obtained confirmation of your reservation, we will make available the room class reserved on the agreed date.

5.5.a.- If we confirm your reservation without demanding any advance as a signal, it will be kept until the agreed time, and if it has not been agreed, the reservation will be maintained until 20 hours of the day indicated.

5.5.b.- If you have paid the advance as a signal, your reservation will be kept without time limit for the number of days covered by the amount of the signal, unless otherwise agreed.

Article 6.- Price.

6.1.- You, as a Customer, must pay for the contracted services at the time of presentation of the invoice or within the agreed period, without the fact of presenting a claim implying the exemption from payment. In the case of stays longer than one week, services may be billed weekly.

6.2.- The payment of the price may be made by prior bank transfer; bank card; or in cash up to the quantitative limit in force at all times according to law.

6.3.- In case of demanding the payment of the services prior to the provision of the same, we will expressly state it in our advertising.

6.4.- In case of requesting the data of your bank card; in the advertising it will be stated if it is used as a guarantee of compliance with the contract or as an advance payment.

6.5.- We reserve the right to require that, when making a reservation, you make an advance of the price as a signal, which will be understood as payment on account of the amount resulting from the services provided.

Article 7.- Period of occupation.

7.1.- As a client, you will have the right to occupy the room from 12:00 pm on the first day of the contracted period until 12:00 pm on the day indicated as the departure date. On dates of maximum occupancy of the establishment, the delivery of your room may be delayed for a period of time not exceeding two hours.

³ This hotel establishment accepts only the following bank cards: VISA, MASTERCARD, AMERICAN EXPRES, and DINERS CLUB

In any case, you can access the common facilities of our Establishment from 12:00 hours on the day of your arrival.

7.2.- Unless otherwise agreed, the prolongation in the occupation of your room for a longer time than contracted will generate the obligation to pay the amount established "late check-out".

7.3.- You may stay/to more days than those specified in the admission document, provided that there is prior agreement due to availability. In case of agreement, it will be understood as an extension of the first contract and will be stated in the same admission document.

7.4.- The occupation and stay of two people in a double room that would have been contracted as an individual will not be allowed. In that case, the fee fixed for dual use will be paid.

Article 8.- Safe and safe service in rooms.

8.1. The rooms of this Establishment are equipped with a safe with a.

8.2.- Our Establishment will respond up to 500 € of money or objects of value deposited in the safe of the room.

8.3.- Our Hotel is not responsible for the loss or theft of money or valuables that are not deposited in the safe of the room

Article 9.- Room cleaning service.

The cleaning service of the rooms is daily, from 9:00 a.m. to 1:30 p.m.

Article 10.- Prohibitions.

10.1.- The occupation and stay of two people in a double room that would have been contracted as an individual will not be allowed. In that case, the fee fixed for dual use will be paid.

10.2.- Smoking is prohibited throughout the Establishment, except for the areas designated for it.

10.3.- It is forbidden to introduce food or drinks in our Hotel to be consumed inside it.

10.4.- It is forbidden to hang towels or any other garment on the railing of the terraces of the rooms. For this, the terrace has a clothesline.

10.5.- It is forbidden to play with balls and the like in areas not specifically authorized for it.

10.6.- This Establishment does not accept animals, except for people accompanied by guide dogs due to visual dysfunctions.

Article 11.- Limitations.

11.1.- Access to an area or installation of the Hotel will be limited:

- a) When the established capacity has been completed and in the meantime there is no availability of access in attention to said capacity.
- b) When the closing time of the zone or installation has been exceeded.
- c) When the minimum age established to access the area or facility is not required according to current regulations.
- d) When violent attitudes are displayed or manifested, especially when aggressively behaving or causing altercations.
- e) When it causes situations of danger or discomfort to other users, or does not meet the conditions of hygiene.

In particular, access, or where appropriate permanence, to persons who are using drugs, narcotic or psychotropic substances, or show symptoms of having consumed them, and those who show signs of obvious behaviour of being intoxicated, shall be prevented.

- f) When wearing clothing or symbols that incite violence, racism, or xenophobia, as well as when not wearing the required clothing according to the area or installation.

11.2.- This Establishment may seek the assistance of the Security Forces and Bodies to evict those who fail to comply with any of the limitations related in the previous section.

11.3.- The Client who is in any of the situations provided for in section 9.1 of this article is obliged to pay the expenses generated until the moment of the prohibition of access or permanence in the area or installation of the Hotel.

Article 12.- Basic rules on clothing and cleaning.

12.1.- With the exception of the areas of hammocks, beach, the Client must be covered with clothing and depending on the label required for some services, such as dinner.

12.2.- It is forbidden to walk barefoot through the Establishment, except for the areas of hammocks, swimming pool and beach.

12.3.- They have to make use of the bins and ashtrays.

Article 13.- Advice and suggestions

1. Keep an eye on and check your luggage. Don't leave it unattended.
2. Keep an eye on and control your belongings, don't leave them unattended.
3. Keep the door closed when you are in your room. Close your room door when you leave it, and try to open it again to make sure it is properly closed, even if your absence is only for a short time.
4. Close your luggage when not in use and place it in your closet. If the luggage has a lock, always use it.
5. Never display jewelry, money, or valuables in your room.
6. Immediately notify the Hotel Management of any abnormal fact that you appreciate as: people in suspicious attitude in the corridor, repeated phone calls from people who do not identify themselves, calls to the door

of your room from people unknown to you, or not finding anyone at the door when you come to open it.

7. If you forget or misplace your key, only the Reception staff is authorized to provide you with a new key to open your room.
8. In case you smoke on the terrace of the room, our security measures require you to turn off your cigarette before retiring to rest.
9. Do not bother if you are asked at Reception to identify yourself when requesting a new key, it is for your safety.
10. When you establish social relationships with unknown persons, do not disclose the name of the Property or the number of your room.
11. Never allow people into your room with deliveries that have not been requested.
12. Never discuss specific plans for future excursions, outings, etc., in public or with strangers.
13. If you want the room fixed, hang the notice "Please fix the room" on the outside of your room door. If you don't want to be bothered, hang up the "Please don't bother" notice.
14. If you discover any type of deterioration or anomaly, please contact Reception.
15. The electrical installation of your room is 220 Volts.
16. Respect the areas in which the rooms are located during the night and nap hours, and in general, avoid making noise unnecessarily.
17. Please use the facilities properly, respecting the furniture of the Hotel.
18. Please respect the schedules of all hotel facilities.
19. We appreciate your participation in case, during your stay at the Establishment, any mock accident and evacuation is practiced.
20. Some schedule may change depending on the time of year.

CAPITULO III

Information about the administrative organization of the hotel

Article 14.- Doubts and miscellaneous issues.

In any case in which you have doubts or questions relating to the operation of our Hotel, you may contact the Reception staff or the Customer Service, where they will be resolved or, failing that, you will contact the staff authorized to resolve your question or doubt; being the director of the Hotel the maximum responsible for the same.

CAPITULO IV

Information on complementary services other than those provided directly by the Hotel

Article 15.- Services provided by third parties.

15.1.- Our establishment offers you excursions, various services and experiences provided by companies other than the operator of the Hotel, which can be informed at the Reception or in the Customer Service.

15.2.- This Hotel is not responsible for the services provided by companies other than the operator of this Establishment.

CHAPTER V

Information about other services provided directly by the Hotel

Article 16.- Services provided by the Hotel

16.1.- This Hotel offers guests the following services; Laundry; Bar and Beach;

16.2.- The rules of use of each service are as follows:

BAR

The buffet restaurant schedule is:

- breakfast:
 - Middle and low season: from 09:00 h. to 10:30 h.
 - High season: from 08:30 h. to 10:30 h.

It is not allowed:

- get food out of the buffet.
- access to the Bar with swimsuit only.

It is forbidden to use the towels of the room for the beach.

CHAPTER VI

Information to users about the facilities or services that pose a risk and the security measures adopted in this regard.

Article 17.- Security over facilities and services.

17.1.- All the facilities or services of our Hotel are equipped with measures that favor or guarantee your safety at all times.

17.2.- However, if you consider that the use of any facility or service may pose any risk to your health or physical integrity, we strongly urge you to contact our Customer Service to inform you and dissipate any question you have raised in this regard.

17.3.- In any case, if you feel doubts that the use of any facility or service may pose risks to your health or physical integrity, opt for another service or facility.

CAPITULO VII

Emergencies or health crises

Article 18.- Protocols of action in cases of emergencies or health crises.

18.1.- In the event that the authorities declare an emergency situation or health crisis that affects the normal development of our Hotel, will be announced in our website so that, as a Client, you know the measures that are adopted and comply with them.

18.2.- The Client who in a situation of emergency or health crisis declared by the Authorities fails to comply with the measures, mandatory or recommended, that have been adopted in this Establishment may justify the immediate termination of his accommodation contract; his stay being canceled without the right to any refund, and with notice to the competent Authority.

