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# INTERNAL REGULATIONS

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## **PREAMBLE**

Chapter I of Andalusia's Decree-law 13/2020, of 18 May<sup>(1)</sup>, establishing, among other items, measures relating to hotel establishments includes arrangements for said establishments and the regulation of their technical and service provision conditions.

In this regard, article 25 of this Decree-Law contains the following provisions:

1. Hotel establishments must have internal regulations that establish mandatory rules for users during their stay, which may not contravene the provisions of Law 13/2011 of 23 December<sup>(2)</sup> or this chapter.
2. The internal regulations will always be available to users and will be displayed in a visible and easily accessible place of the establishment in both Spanish and English, at least. These regulations must be published on the establishment's own website, if one exists.
3. The hotel establishment operating companies may seek assistance from the Security Forces to evict anybody who breaches the internal regulations, breaks the usual rules of social coexistence or who intend to access the hotel establishments or remain inside for a purposes other than the normal use of the service, in accordance with the stipulations of article 36.4 of Law 13/2011, of 23 December.
4. The internal regulations will specify a minimum of the following:
  - a. Admission conditions.
  - b. Rules of coexistence and operation.
  - c. Information about the administrative organization and management personnel to be contacted in matters relating to the operation of the establishment.
  - d. List of supplementary services provided by companies other than the operating entity and identification of the companies responsible for providing them.
  - e. Information to users about the facilities or services that pose a risk and about the safety measures taken in this regard.
  - f. Admission of animals and conditions for their admission.
  - g. In general, all circumstances that allow and favor the normal enjoyment of the facilities, equipment and services.

<sup>1</sup> Published in the Official Gazette of the Andalusia Regional Government, Extraordinary number 27, of 18 May 2020

<sup>2</sup> Law 13/2011 of 23 December on Tourism in Andalusia. July/2020 version 3 Article 1.- Conditions of admission.

To comply with and implement this Decree-Law, this hotel establishment has drawn up these Internal Regulations that set out these mandatory rules that users must follow during their stay; these people are hereinafter known as guests. These regulations are available to you, as a guest, at all times in both their Spanish and English language versions. They can be found on the notice board located in the reception area, as well as on our website.

## **CHAPTER 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 stays may be denied:

- a. Due to a lack of accommodation capacity or facilities.
- b. Due to a failure to meet the admission requirements.
- c. For engaging in behavior that may cause danger or annoyance to other people, whether they are users or not, or that hinders the normal running of the activity.

1.2. Our establishment will seek the help of the Security Forces to evict those who do not follow these Internal Regulations; those who do not follow the rules for social coexistence; or those who intend to access or stay at the Hotel for a purpose other than the normal use of the service.

#### **Article 2. Admission requirements.**

2.1. Properly completing the admission document upon arrival at the hotel will be a prerequisite for making use of the hotel room; this is when you will be informed of your rights and obligations as a guest, as well as of the existence of these Internal Regulations.

2.2. When completing the admission document, you must present an official document that identifies you and that will also allow the Hotel to complete the corresponding check-in entry form in accordance with current regulations on registration books and check-in entries for travelers.

#### **Article 3. Rights.**

You have the following rights as a guest of this establishment:

- a. To be given true, sufficient, understandable and unequivocal information, prior to contracting the accommodation period, as well as information

about the full final price, including taxes, with a breakdown of the amounts of surcharges and discounts and surcharges that may apply to any offer.

- b. To obtain documents setting out the terms of the contract.
- c. To access our establishment under the contracted terms.
- d. To receive the services under the agreed conditions.
- e. To have your safety and that of your property duly guaranteed at our hotel, along with your privacy; to be informed of any circumstantial inconvenience that could affect your rest and peace and quiet.
- f. To be given information on any facilities or services that pose a risk and the safety measures that have been adopted.
- g. To be given an invoice or ticket for the price paid for the services provided.
- h. To make complaints and claims and to obtain information about their filing and processing procedure.
- i. To consult the terms of the privacy policy published on our website.

#### **Article 4. Obligations.**

You have the following obligations as a guest of this establishment:

- a. Follow the coexistence and hygiene rules.
- b. Respect these internal rules.
- c. Respect the agreed date of check-out from the establishment by leaving the room unoccupied.
- d. To pay for the contracted services upon receiving the invoice or within the agreed period; filing a complaint does not imply exemption from payment.
- e. Respect this establishment, its facilities and equipment.
- f. Respect the environment.
- g. Respect any age-restricted areas and facilities, and those subject to contracted rates.

## **CHAPTER II**

### **Rules of operation and coexistence**

#### **Article 5. Booking.**

5.1. All bookings will include the date of the stay, the number and type of room(s) with their meal system, cancellation policy and additionally contracted supplementary services; bookings will also state the total price and its breakdown for each of these items, unless you have been offered an agreed overall price as a package.

5.2. Before making your booking you will be informed of your rights and obligations, including the cancellation policy for your booking, by the same means used to make it, or another means selected by you, as per the following conditions:

- a. If the booking is canceled less than two days in advance, you will be required to pay one night's stay for every ten nights or fraction thereof.
- b. If you leave the booked room before the date until which it was booked, you will be billed for any services provided up until that time, plus a penalty charge of one night of every ten, or fraction thereof, of the uncompleted stay.
- c. Any previously agreed conditions shall be applied in the case of nonrefundable rates.
- d. If the booking is canceled due to circumstances of force majeure, including a health crisis or emergency affecting your place of residence or the place where this establishment is located, the provisions of paragraphs a) and b) will not apply and you will be given a voucher, expiring in one year, for a stay at another time and under the same conditions, albeit subject to availability.

5.3. Our confirmation of your booking shall be considered as a tourist accommodation contract; a physical or electronic record of this will be available to you.

5.4. Once you have received your booking confirmation, we will make the booked room type available to you on the agreed date.

5.5.a. If we confirm your booking without requiring any down payment as a deposit, it will be kept until the agreed time. If not agreed otherwise, the booking will be held until 8 pm on the stated day.

5.5.b. If you have paid the down payment as a deposit, your booking will be held with no time limit for the number of days covered by the amount of the deposit, unless agreed otherwise.

#### **Article 6. Price.**

6.1. You, as the guest, must pay for the contracted services upon receiving the invoice or within the agreed period; filing a complaint does not imply exemption from payment. For stays of more than one week, services may be invoiced weekly.

6.2. Payment of the price can be made by prior bank transfer; bank card <sup>(1)</sup> or in cash up to the amount limit in force at any given time, according to the law.

6.3. If payment for services is required prior to their provision, we will expressly state this in our advertising.

6.4. If you are asked for your bank card details; the advertising will state whether the card is used as a guarantee of compliance with the contract or as a down payment.

6.5. We reserve the right to require that you make a down payment of the price as a deposit when making a booking, which will be understood as a payment on account of the amount resulting from the services provided.

### **Article 7. Occupancy period.**

7.1. As a guest, you will be entitled to occupy the room from 3 pm on the first day of the contracted period until midday on the indicated check-out day. On dates of maximum occupancy of the establishment, the handover of your room may be delayed by a period of time not exceeding three hours. In any case, you will be able to access our establishment's shared facilities from midday on your day of arrival.

7.2. Unless otherwise agreed, if you stay in your room for longer than the contracted time you will be under the obligation to pay the established "late check-out" amount.

7.3. You may stay for more days than those specific on the admission document, provided that this is agreed in advance on the basis of availability. If agreed, it will be understood as an extension of the first contract and this will be stated on the same admission document.

7.4. Two people will not be allowed to occupy and stay in a double room contracted as a single. In this case, the rate established for double use will be paid.

### **Article 8. Room safety deposit box and safe service.**

8.1. The rooms in this establishment are fitted with safes, the rental cost for which is €3.00 per day.

8.2. Our Hotel accepts no liability for the loss or theft of cash or objects of value that are not deposited in the room's safe.

<sup>1</sup> This hotel only accepts the following bank cards: VISA, MASTERCARD, AMERICAN EXPRESS, and DINERS CLUB

**Article 9. Room cleaning service.**

The room cleaning service is provided daily, from 9.30 am to 4.30 pm.

**Article 10. Prohibitions.**

10.1. Two people will not be allowed to occupy and stay in a double room contracted as a single. In this case, the rate established for double use will be paid.

10.2. Smoking is prohibited throughout the establishment, with the exception of authorized areas.

10.3. It is forbidden to bring food or drink into our hotel to be consumed on the premises.

10.4. It is forbidden to hang towels or any other garments from room terrace railings. Terraces have clothes lines for this purpose.

10.5. Ball games and similar games are prohibited in areas not specifically provided for this purpose.

10.6. This establishment does not admit animals, with the exception of people accompanied by guide dogs due to sight impairments.

**Article 11. Restrictions.**

11.1. Access to Hotel zones or facilities will be restricted:

- a. When the established capacity has been reached and there is no access availability due to restricted capacity.
- b. After the closing time of the zone or facility.
- c. If the person in question is younger than the minimum age established for access to the area or facility, according to the regulations in force.
- d. If the person in question has a violent attitude, particularly if he/she behaves aggressively or provokes altercations.
- e. If dangerous or annoying situations are caused to other users, or hygiene conditions are not met. In particular, anybody who is consuming drugs or narcotic or psychotropic substances, or who shows symptoms of having consumed them, as well as anybody showing signs of behavior suggesting that they are drunk, will be prevented from accessing or remaining in the zones or facilities.

- f. If the person in question wears clothing or symbols that incite violence, racism or xenophobia, or does not wear the clothing required for the zone or facility.

11.2. This Establishment may seek assistance from the Security Forces to evict anybody who fails to comply with any of the restrictions listed in the previous section.

11.3. Any guests who find themselves in any of the situations set out in section 9.1 of this article shall be under the obligation to pay any expenses that are generated up until the time that their access to, or stay in the zone or facility of the Hotel is prohibited.

### **Article 12. Basic clothing and cleanliness rules.**

12.1. With the exception of the sunbed, swimming pool and beach areas, guests must wear suitable clothing for the etiquette required for some services, such as dinner.

12.2. It is forbidden to walk barefoot around the establishment.

12.3. Waste bins and ashtrays must be used.

### **Article 13. Advice and suggestions.**

1. Keep an eye on your luggage. Do not leave it unattended.
2. Keep an eye on your belongings when at the beach or pool. Do not leave them unattended.
3. Keep the door closed when you're in your room. Lock the door when you leave your room and try to open it again to ensure that it is properly locked, even if you will only be away for a short time.
4. Close your luggage when not using it and place it in your closet. If your luggage has a lock, always use it.
5. Never leave jewelry, cash or valuables on display in your room.
6. Immediately notify the hotel's management of any abnormal occurrence, such as: people acting in a suspicious way in the corridor, repeated phone calls from people who do not identify themselves, people who you don't know knocking on your room's door, or nobody at the door when you open it.
7. If you forget or lose your key, only the reception staff is authorized to give you a new key to open your room.
8. If you smoke on your room's terrace, our safety measures require you to put out your cigarette before going inside to rest.



9. Don't get annoyed if the reception asks for your ID if you ask for a new key. It's for your own safety.
10. Do not reveal the name of the establishment or your room number when socially interacting with strangers.
11. Never allow people in your room with unsolicited deliveries.
12. Never discuss specific plans for future excursions, outings, etc., in public or with strangers.
13. If you would like your room to be made up, hang the "Please make up the room" sign outside your bedroom door. If you do not wish to be disturbed, hang up the "Please do not disturb" sign.
14. Please contact reception if you discover any type of wear or abnormality.
15. The electrical installation in your room is 220 volts.
16. Respect the room areas during night-time and siesta hours and, in general, avoid making unnecessary noise.
17. Please make proper use of the facilities, with respect for the hotel's furniture and gardens.
18. Please respect the opening hours of all the hotel's facilities.
19. We would appreciate your participation in any incident and evacuation drill while you are staying at the establishment.
20. Some opening hours may change depending on the time of year.

### **CHAPTER III**

#### **Information about the administrative organization of the hotel**

##### **Article 14. Miscellaneous doubts and issues.**

Whenever you have any doubts or questions about the operation of our hotel, just ask the reception or guest services staff who will be happy to clear them up for you. In their absence, please contact the staff authorized to answer your question or clear up your doubt. The hotel's manager is the person with maximum responsibility for this.

## **CHAPTER IV**

### **Information about supplementary services other than those provided directly by the Hotel**

#### **Article 15. Services provided by third parties.**

15.1. Our establishment offers you a range of tours, services and experiences provided by companies other than the Hotel's operator. Information about these is available at reception or guest services.

15.2. This Hotel accepts no liability for services provided by companies other than the operator of this establishment.

15.3. The schedules of activities and musical performances may be changed without prior notice.

## **CHAPTER V**

### **Information about other services provided directly by the Hotel**

#### **Article 16. Services provided by the Hotel**

16.1. This hotel offers the following services to guests: car park and garage; laundry-dry-cleaning; restaurant and bar; Fuerte Splendid all inclusive; swimming pool and beach; and gym.

16.2. The rules for using each service are set out below:

#### **LAUNDRY - DRY CLEANING**

In your room you will find information about the terms and conditions of these services, their prices and delivery and return times.

This establishment accepts no liability for garments that shrink, lose their color or deteriorate due to their conditions or usage compositions.

#### **CAR PARK AND GARAGE**

This service is only available to hotel users and is subject to the availability of parking spaces. This service is subject to the payment of a single daily rate of €15.00 per parked vehicle. Please only use one parking space when parking your vehicle.

Using the disabled parking area must be justified by displaying the appropriate card inside the vehicle.

For security reasons, vehicles are not allowed to park at the main entrance of the Hotel. It may only be used for loading and unloading luggage.

This establishment is not responsible for damage and/or theft caused to a vehicle, except in cases arising from the facilities themselves. The claim for damages is the responsibility of the person causing them.

### **RESTAURANT / BAR**

The buffet restaurant has the following opening hours:

- Breakfast:
  - Medium and low season: from 7.30 am to 10.30 am
  - High season: from 8 am to 11 am.
- Dinner:
  - Medium and low season: from 7.30 pm to 10.30 pm
  - High season: from 8 pm to 11 pm.

The indicated opening hours may be modified for occupancy and operational reasons.

Please consult the opening hours of bar, kiosk and restaurant areas at reception, as they vary according to the season and occupancy.

Room service is available from midday to 11.59 pm (subject to change). As stated on the menu, there is a 20% surcharge on top of the menu prices for this service.

It is not permitted:

- To take food out of the buffet restaurant.
- To enter the restaurant or bar wearing only a swimsuit.
- To enter the restaurant for dinner with sportswear, shorts or tank tops.

### **FUERTE SPLENDID ALL-INCLUSIVE**

This service may only be accessed by guests who have booked it; it is personal and non-transferable.

Fuerte Splendid products are identified on the bar and restaurant menus and price lists. Those not identified will be billed at their listed prices.

The services of some sports facilities, Spa, telephone, laundry, use of beach towels, etc., and other specific services are not covered by the all inclusive.

Fuerte Splendid All Inclusive is available at the following times:

- Breakfast: 8 am to 11 am.
- Between hours: 11 am to 8 pm.
- Lunch: 1:30 pm to 3:30 pm.
- Dinner: 8 pm to 11 pm.
- Drinks: 11 am to 12 am.

It is not permitted:

- To take food out of the buffet restaurant.
- To enter Fuerte Splendid areas wearing only a swimsuit.
- To enter the restaurant for dinner with sportswear, shorts or tank tops.

### **POOL AND BEACH**

The swimming pool is open from 10 am to 8 pm in summer, and from 11 am to 7 pm for the rest of the season.

Children under 18 years of age are not allowed to swim in the adult pool or use the sunbathing area.

Swimming pool access will be restricted to Guests staying at the Establishment and to anybody who has paid the access fee, if one exists.

Street vendors and/or external masseurs are not allowed to enter.

We do not advise using these services, as they are not regulated by law and are not subject to any quality regulations. It is mandatory to shower before using the pool, and to tie up your hair if you have long hair.

No balls, mats, etc. may be used in the pool, with the exception of children's floats.

The use of the pool sunbeds is free of charge. The Establishment has a **"No sunbed reservations"** policy to make sure that all users have access to them. The Establishment's staff may remove any belongings from sunbeds that are not used for at least 50 consecutive minutes, if there are other users waiting to occupy them; in this case the personal belongings will be left at the lifeguard station. The establishment is not responsible for the loss or theft of unattended belongings.

- In mid and high season, pool/beach towels are delivered/collected at the pool from 12:00 to 19:00 h (subject to change).
- In the low season, pool/beach towels are delivered/collected at the hotel reception from 12:00 to 19:00 h.

It is prohibited to use room towels at the pool or beach. We have a card system for providing towels to be used exclusively by the pool or at the beach. Pool/beach towels can be picked up/dropped off every day at the pool area welcome desk in the eastern area. €10.00 per towel will be billed upon check-out for each towel that is not returned.

It is forbidden to bring glasses or other glass objects into the pool and beach area. In the pool/beach area, it is prohibited to consume any food and drink that has not been purchased at any of the hotel establishment's points of sale.

Please use the waste bins and ashtrays.

### **GYM**

The Gym is open from Monday to Sunday from 8.30 am to 8.00 pm.

Presence in the gym will be restricted to people practicing physical exercise. People who are not making use of this area, and those under sixteen years of age, are not permitted in the room.

Sports clothing and footwear appropriate for the facilities must be worn when using the gym equipment.

The use of personal towels is mandatory as a hygiene measure to prevent possible infection, and to protect the machines from wear and tear.

Smoking, eating and drinking alcoholic beverages are strictly forbidden in the gym room.

A maximum of 8 people may be in the gym at any one time.

For everybody's benefit, please leave the sports equipment in the right place when you finish training. In this regard, please take maximum care with the equipment to avoid premature wear and tear.

Please notify reception or guest services as soon as possible if in doubt, or if you notice a fault.

### **SPA**

This service is subject to payment of fees depending on the contracted treatment.

Spa is opened from:

- Medium and low season:
  - Monday and sunday: closed.
  - Tuesday to saturday: from 11 am to 7 pm.
  
- High season:
  - Monday to sunday: from 10 am to 2 pm and from 4 pm to 8 pm.

The indicated opening hours may be modified for occupancy and operational reasons.

Advance bookings are required for the hydrotherapy circuit. Swimming caps are mandatory.

For health and hygiene reasons, sandals are mandatory for accessing the hydrotherapy circuit. They are available for sale at the spa for any guests who do not have them.

Children under 18 years old are not allowed to use the sauna or Turkish bath.

Spa towels are for exclusive use in the center; they may not be used for any of the hotel's other services.

Please let the Spa Reception know of any booking cancellations at least two hours in advance; otherwise 50% of the fee will be charged to your room. If the Spa is closed two hours before your booking, please notify the hotel's reception, stating your room number and the number of people on the spa circuit booking.

**FORTI CLUB**

This service is only available to hotel users and is free of charge.

This service is intended only for children between 4 and 12 years old and its terms and conditions can either be consulted at the hotel reception or requested by email if you are interested in reading them before making your booking.

**CHAPTER VI****Information to users about the facilities or services that pose a risk and about the safety measures taken in this regard.****Article 17. Safety of facilities and services.**

17.1. All of our hotel's facilities are equipped with measures to favor or guarantee your safety at all times.

17.2. However, if you believe that the use of any facility or service could pose any risk to your health or physical integrity, we urge you to contact our guest services department who will be able to advise you and answer any questions you may have regarding this matter.

17.3. In any case, if you are in doubt about whether the use of any facility or service could endanger your health or physical integrity, select another service or facility.

**CHAPTER VII****Health emergencies or crises****Article 18. Action protocols in the event of emergencies or health crises.**

18.1. In the event that the Authorities declare an emergency or health crisis situation that affects the normal running of our Hotel, this will be announced on our web page so that, as a guest, you are aware of the measures to be adopted and comply with them.

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

## **CHAPTER VII**

### **PERSONAL DETAILS**

#### **Article 19. Personal data.**

The personal data of the guests will be processed for the purposes of booking, provision and collection of hotel services and, in the case of having their express consent, sending information about offers and services of the hotel; and they may exercise their rights of access, rectification, deletion (forgetting), data portability, limitation and opposition to their processing, by simply requesting it by any means to the hotel establishment in accordance with Regulation (EU) 2016/679 (RGPD) and Organic Law (ES) 3/2018 (LOPDGDD).