

RULES OF INTERNAL REGIME

1. General regulations

The people that have access to this hotel establishment will be obliged to comply with the present Rules of Internal Regime, which does not violate **Decree-law 13/2020**, of the 18th of Mai, which establishes extraordinary and urgent measures regarding hotel establishments, alert coordination's, telematization drive, reactivation of the cultural sector and flexibility in diverse sectors due to the situation generated by the **coronavirus (COVID-19)**, **Law 13/2011 of the 23rd of December of Andalusia Tourism**, the **Decree 47/2004 of the 10th of February of the hotel establishments** , and other rules and perceptions of application.

2. Access, admission and occupancy in the establishment

This hotel establishment is open to public use and has no restrictions other than those arising from the legal provisions and regulations.

Admission and stay in this institution shall be refused only for the following reasons:

- a) For lack of accommodation or facilities.
- b) When the closing hours have been exceeded.
- c) When the minimum age for access to any part of the hotel is not met.
- d) When the person does not meet minimum hygiene requirements
- e) Failure to comply with the admission requirements laid down in these regulations.
- f) For adopting behaviour's that may cause danger or discomfort to other people or users, or for hindering the normal development of the activity. It will also be cause of expulsion when they induce malicious damage to the facilities, scandals, noises, especially when other users complain that it disturbs their peace and privacy.
- g) When the person is using drugs, narcotic or psychotropic substances, or show obvious symptoms or behaviours of being intoxicated.
- h) When the person carries weapons and objects that may be used as such, unless they are members of the Security Forces or private escorts and enter the establishment in the exercise of their functions.

When the circumstances are met or when one or more of the restrictions referred to above are imposed by persons, the staff responsible for the establishment may require them to vacate the premises, subject to payment, where appropriate, of accounts outstanding for the provision of services and consumption. If necessary, assistance will be requested from the State Security Forces in accordance with article 36.4 of Law 13/2011 on Andalusia Tourism.

It is expressly stated that free access to the facilities, services and accommodation of this hotel establishment shall not be denied or restricted to persons who wish to do so, for reasons of sex, disability, with or without guide dog, religion, opinion or any other personal or social circumstance

3. Check-in and admission document

The person or people wishing to make use of the accommodation units, common facilities and the additional services detailed in this Regulation must present their **identification documents** for the purpose of admission and entry in the register of the establishment.

This establishment, once the person or people have been registered, shall draw up an admission document containing the name, category and registration number of the establishment, the number or identification of the accommodation allocated, the number of persons to occupy it, arrival and departure dates and agreed diet and, when directly contracted, also the price of the accommodation. This admission document must be signed by the interested party to formalize their admission, once informed of the existence of this Regulation and of their rights and obligations.

The hotel establishment may request prior guarantee of payment, regardless of any of these means, credit card and bank transfer for the contracted services, both for the entire reservation and for the extras.

The complementary services that are offered and provided by this establishment or by other persons or entities are detailed in reception, will be formalized in their corresponding documents and will be settled up according to the agreed conditions.

RULES FOR COEXISTENCE AND OPERATION

4. Users' rights and obligations

Users may freely access and remain in the establishment, subject to the limitations contained in the rules of submission referred to in paragraph 1 and in these Regulations.

Users have the right to receive truthful information, complete and prior to contracting the services offered. That, in these services, they are guaranteed their security, privacy and tranquillity, that they correspond to the agreed conditions, that they are given an invoice, with the regulatory formalities, for the services contracted directly and that, if you wish to make a complaint, the complaint forms will be handed to you.

Users are obliged to observe the rules contained in these Regulations, which expressly accept by the signature of the admission document, and those issued by the Directorate on safety, coexistence and hygiene, for the proper use of the establishment. Users must prove their condition, showing the admission document, when required, respect the facilities and equipment of this establishment and pay the amount of the services contracted at the time of presentation of the invoice or according to the agreed conditions. The submission of a claim does not exempt the obligation of payment for the contracted services.

5. Rights and obligations of the hotel company

This establishment may seek the help of the agents of the authority to evict from its premises users who violate these regulations, who intend to access or remain in them for a purpose other than the normal use of the hotel service and also, where applicable, to persons who are not registered as users, attending banquets, conventions, etc. or who incur in the cases provided for in paragraph 2 above.

This establishment can request guarantee of payment for the contracted services, according to the regulations of application and to make the corresponding charge on the account of the users for causing damage or defacement to the facilities, furniture and elements of the establishment due to negligence or misuse of those. Inconvenience charges will also apply to third parties if compensation is given to the third party involved.

The schedules of the different services, use and enjoyment, throughout the seasons, depending on seasonality, reserving the right not to admit users outside such hours, also where the maximum permitted capacity is exceeded or where it is requested within the limits of admission, thereby prejudicing the work schedule of those services. The aforementioned services, the details of their scheduled schedules, their prices and the conditions of use, are exposed in the accesses to them and, in summary form, in the directories existing in the accommodations, which also contains information on the emergency evacuation plan and services that are free of charge.

To inform such users, prior to their hiring, of the conditions and provision of the services and their prices. To provide them with the highest quality, according to their category and the contracted terms. To take care that users are treated correctly. To attend and maintain the facilities and services in good condition. To have the complaint sheets and to report their existence. To provide users who cannot attend, due to excessive bookings, an accommodation in an establishment of the same area, of the same group, modality, if any, specialty, and of the same or higher category. Costs or surcharges arising from such cause will be charged by this establishment which, on the contrary, will return to the user the differences that in their favour occur.

6. Occupancy periods of accommodation units

Users of this establishment have the right to occupy the accommodation unit from 15 hours on the first day of the contracted period until 12 hours on the day designated as the date of departure. By agreement between the parties, a different regime of occupancy of accommodation units may be agreed which; it should be reflected in the admission document. The prolongation in the occupation of the accommodation unit for longer than the contracted time will cause the obligation to pay one more day and, in the event that the user wants to stay more days than contracted and specified in the admission document, there must always be agreement between the parties

7. Prices, invoices and information

The hotel establishment is not responsible for the price, nor for the use of tools, utensils and other services, provided outside the premises of the hotel establishment, nor for the behaviour of staff outside the establishment, unless expressly stated in its conditions and rates.

The rates with the prices and conditions of the different types of accommodation, catering services, bars, congress events, banquets, laundry, deposits for the use of objects or equipment provided by the hotel and complementary services provided by the hotel itself and by persons or entities of others who are available to users who request them.

The billing of accommodation rates will be computed by days and according to the number of overnight stays. The minimum billing for accommodation will be the amount of an overnight stay or working day, meaning it ended at 12 o'clock on the day following the date of entry.

The establishment may require its users, at any time and prior to the presentation of the invoice and its vouchers, the payment of services provided outside the accommodation, even if the payment of this would have been agreed in advance.

Legal or natural people, who, on their own, provide complementary services in the premises of this hotel establishment, are responsible for their personnel and their behaviour, their operation, maintenance, pricing and all that is inherent in their own services. The owner of each unit shall be clearly identified.

In the accommodation units there is also a directory with information on the prices of the most common services.

Invoices will only be provided for accommodation and services contracted directly by users

USE AND ENJOYMENT OF FACILITIES, EQUIPMENT AND SERVICES

8. Reception

At the reception, the necessary procedures will be carried out for the admission of the people to the establishment and the cards will be kept to access the accommodations. The Management, together with the reception and guest service staff, are responsible or contact persons for all internal affairs of the hotel establishment and information and advice thereof.

9. Exchange of currency

Service not available

10. Safety deposit boxes

A safe deposit box is available in each accommodation. In the directories that exist in these accommodations this service is indicated and its conditions of acceptance and use. The establishment is not responsible for the loss of objects or values that are not deposited in these boxes.

11. Laundry - dry cleaning

In each accommodation you will find information with the conditions of these services, prices and times of delivery and return of clothing. The establishment is not responsible for clothing that, due to their conditions or compositions of use, shrink, discolour or deteriorate.

12. Food and beverage service

Before entering, the guests must show, to the responsible ones, the document of admission or card, in order to be able to control the charges that correspond to them for the consumption that they make.

All the guest must access to the restaurants and bars through the main entrance to be attended by our staff.

It is not allowed to lay clothes on the railings of the terraces; existing clotheslines should be used on the terraces of each accommodation.

If a guest has their departure before the restaurant's opening time, they can enjoy a cold breakfast. To access this cold breakfast you must notify the reception the day before the date on which this service is to be provided.

It is forbidden to introduce food or drinks in the hotel establishment to be consumed inside it.

Food is not allowed to be taken from breakfast restaurant.

Guests are not allowed to enter the restaurant in swimsuits and without T-shirts.

13. Pools and Garden

The following schedules and conditions of use are specified in the directories in the accommodation:

Towels are available to guests in the rooms or in the shed located in the garden. Delivery is free upon identification of the user.

The use of swimming pools is prohibited when closed. The establishment is not responsible for injuries or damage to people or their belongings for neglecting such hours.

The use of floats, balls and the like is prohibited in swimming pools, except for floats or swimmers for children. It is forbidden to jump into the swimming pools in inverted position, with the head ahead, and play with balls or similar in the gardens for the good of people, meadows and plants.

The use of instruments or music players at a volume which disturbs the sleep of other users is prohibited.

For reasons of hygiene, the consumption of food in swimming pools and gardens is prohibited, except in areas under the control of bars and restaurants. It is completely prohibited to introduce glasses or other glass objects into the bathing area.

The swimming pools have a lifeguard service; their schedule is exposed in the indicators located in the enclosure of said swimming pools and in the accommodation directories. Parents or guardians of minors must ensure that minors do not use swimming pools when the rescuer is not present or do so under their own guardianship and responsibility.

For reasons of hygiene, it is mandatory to shower before making use of the swimming pools, always use a swimsuit and not get into the swimming pools with diapers or similar

It is forbidden to use towels, blankets, etc., from the facilities of the accommodation, in the areas of swimming pools and gardens.

The use of the single sunbeds in the pool area is free, not the bali bed which have a minimum spent attached depending on the season. It is not allowed to reserve sunbeds by placing on the same clothes or other personal items for an indefinite time, not by making continuous use of them. If necessary and in the circumstances described, the staff of the establishment may remove the clothes or objects from the sunbeds to be occupied by other users.

Areas designated as 'adults only' shall not be allowed under 18.

14. Gym, sauna and Turkish bath

The establishment has this facility for free enjoyment for its users. For safety reasons, only persons over 18 years of age with a towel, clothing and sports shoes are allowed to wear them. Minors must be accompanied by their parents or legal guardians.

15. Parking

Parking service starts with the signing of the accommodation contract and ends at the end of the stay. Its use is conditional on the payment of the rate stipulated therein and the availability of places therein.

When parking your vehicle occupies a single parking space, otherwise you will be required to pay 2 parking units.

The use of the parking area intended for disabled persons must be justified by the display of the required card inside the vehicle.

The use of the parking area for electric vehicles will only be used for this purpose.

The establishment does not take responsibility for the damage caused and received in the vehicles that use this service, nor for the objects deposited therein, as well as for the theft of the vehicle itself.

16. GDPR

In order to guarantee the security, privacy and tranquillity of users, this hotel has technical electronic surveillance devices, with permanent recording elements, in gardens, corridors and other general or common areas.

The personal data of the users will be treated for the purpose of booking, providing and charging hotel services and in the case of having their express consent, sending information about the hotel's own offers and services. Being able to exercise the rights of access, rectification, deletion (forgetting), portability of the data, limitation and opposition to its treatment, by only requesting it by any means to the hotel establishment in accordance with Regulation (EU) 2016/679 (RGPD) and the Organic Law (ES) 3/2018 (LOPDGDD).

17. Varios

The use of elevators is not allowed to minors without accompanying a responsible adult.

It is not allowed to wander through the common areas without footwear and naked torso.

From 22 hours, it is mandatory to keep the proper silence in the corridors and accommodation so as not to disturb the rest of the users.



MARBELLA

Bicycles are not allowed in the rooms if they are not properly stored in a bag or suitcase. We have a bicycle rack at the entrance of the hotel for your parking, in case of a high-end bicycle; you can store it in one of the luggage lockers.

The use, consumption or possession of dangerous products and substances is expressly prohibited in all areas and units of this establishment, in accordance with current public health legislation.

It is totally forbidden to cook in the rooms, as well as the use of electrical appliances without authorization of the Management.

Smoking is prohibited in the establishment, except as permitted by Law 28/2005 on measures against smoking, as well as by Law 42/2010 of 30 December, which amends it. The same rule applies for electronic devices or similar.

Immediately notify the staff of the establishment of any abnormal event you notice such as: suspicious persons in the hallway, repeated telephone calls from unidentified persons, calls to the door of your room from unknown persons, or not find anyone at the door when he comes to open it.

Do not be taken aback if you are asked at reception to identify yourself. It is for your safety.

In case you want the room to be cleaned, hang the notices: "Please clean the room", outside the door of your room. If you wish not to be disturbed, hang the notice: "Please do not disturb".

If you discover any deterioration or anomaly, please contact reception.

The electrical installation in your room is 220 Volts.

Please use the facilities properly, respecting the furniture and gardens of the hotel.

We appreciate your participation in case, during your stay at the hotel, any disaster and evacuation drill is practiced.

The Hotel Management