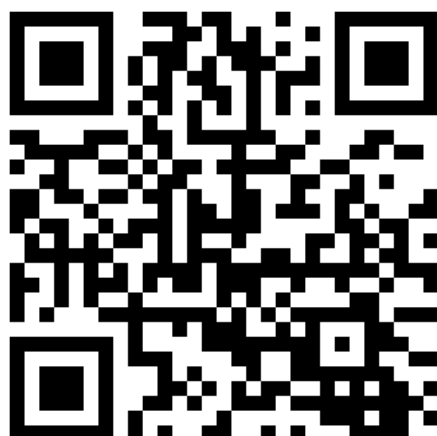




## INTERNAL RULES AND REGULATIONS



## General provisions

The Hotel avails of these “INTERNAL RULES AND REGULATIONS” which contain the policy, regulations and rules which govern the relationship between the Hotel and its Customers.

The Regulations shall also be applied and mandatory for:

- Visitors and/or occasional companions of Hotel Customers.
- Users of Hotel services and facilities that are open to the general public.
- Everyone who, although occasionally, visits or enters the Hotel.
- Attendees at events held in the Hotel.
- Employees, organisers and staff involved in the organisation and development of events held in the Hotel.

The Regulations shall apply to all the spaces and areas of the establishment, whether for exclusive or common use, without any distinction.

These Regulations are provided to the Customers at the Hotel Reception and they may be consulted whenever they wish to do so and at the Hotel’s website.

Ignorance of these Regulations does not exempt you from their compliance as these Regulations are based on the regulations and legislation in force.

The Regulations shall be in force without interruption and continuously until they are changed or replaced by others. In the case of doubt, that contained in the regulations and rules shall be considered.

The rules and prohibitions contained in these Regulations and which should be fulfilled by its recipients, should not be understood as excluding any other identical or similar behaviour not contained within them, though they clearly arise from the spirit and intention of these Rules.

The flaunting of these Regulations, may be corrected immediately insofar as is possible and, where appropriate, may be sanctioned in line with the labour, civil or criminal regulations in force, regardless of other responsibilities in which the offender may incur and the timely exercise of legal actions that may occur.

The Hotel reserves the right to admission and to cancel the reservation, without the right to a refund, of any Customer who breaches these Regulations, as well as the regulations for co-habitation and common sense, or by acting disrespectfully towards the facilities of the Hotel or the rest of the people found therein, whether Hotel staff or Customers.

We appreciate your preference for staying with us, as well as strictly observing our Regulations, which have been prepared for your benefit.

In any case, if you require additional information, do not hesitate to contact Reception. For these purposes, we remind you that the Hotel Manager, along with the Reception Manager and, where appropriate, Guest Service, are the ones responsible or centres for relating to the internal components of the Hotel establishment and the related information and evaluation.

## **Applicable legislation**

The Internal Regime Regulations are governed by Spanish law.

Law-Decree 13/2020, of the 18<sup>th</sup> of May (1) of Andalusia, which, among others, establishes the measures regarding Hotel establishments, includes their organisation in its Chapter I, as well as the regulations of its technical conditions and the provision of services.

Regarding this, article 25 of this Law-Decree states the following:

Hotel establishments should have internal regime regulations in which the mandatory regulations are detailed for the users during their stay, without contravening that stated in Law 13/2011, of the 23<sup>rd</sup> of December (2) or in this Chapter.

The internal regime regulations shall always be available for the users and it shall be displayed, at least, in Spanish and English, in a visible and easily accessible place in the establishment. These regulations should be publicised on the establishment's webpage, in the case of there being one.

The operating companies of the Hotel establishments may call on the help of the Security Forces and Corps in order to remove those who breach the internal regime regulations, breach the usual rules of social co-habitation or intend to access or remain in them with a purpose other than the normal use of the service, in accordance with that established in article 36.4 of Law 13/2011, of the 23<sup>rd</sup> of December.

The internal regime regulations shall specify, at least:

The admission conditions.

The rules for co-habitation and functioning.

Information on the administrative organisation and people in charge whom, where appropriate, they shall have to address in these matters regarding the functioning of the establishment.

Summary of complementary services that are provided by companies other than the operating company and identification of the companies responsible for this provision.

Information for the users on the facilities or services that involve a risk and the safety measures adopted accordingly.

Admission of animals and conditions for this admission.

In general, all the circumstances that allow and favour the normal undertaking of the enjoyment of the facilities, equipment and services.

In compliance and development of the aforementioned Law-Decree, this Hotel Establishment has prepared these Internal Regime Regulations in which the mandatory regulations for users during their stay are detailed; these people shall subsequently be called Customers.

These Regulations are available for you, as a Customer, at all times both in a Spanish version as well as an English version; they may be consulted at the notice board located in the Reception, as well as at our webpage.

(1) Published in the Official Gazette of the Andalusia Regional Government, Extraordinary no. 27, of the 18<sup>th</sup> of May 2020

(2) Law 13/2011, of the 23<sup>rd</sup> of December, on Tourism in Andalusia.

### **Language**

These Regulations are available in various languages, but only the text in Castilian-Spanish is the sole legally-binding text and this shall prevail over any difference of interpretation or any other nature.

## Index

General provisions .....	2
Admission .....	6
Registration .....	10
Access .....	12
Billing and payment.....	13
Prior guarantees of payment .....	14
Occupancy period in the accommodation unit.....	15
Capacity per accommodation unit and visits .....	17
Rules for functions and co-habitation.....	19
Smokers.....	19
Animals.....	19
Stay of Children .....	19
Dress code .....	20
Services.....	21
Cleaning.....	21
Laundry.....	22
Safe.....	22
Parking.....	22
Outdoor swimming pools.....	23
Spa.....	24
Gym .....	25
Bars and Restaurants .....	26
Events and meeting rooms .....	27
Lost and abandoned objects .....	28
Privacy policy. Organic Law for Data Protection and Guarantee of Digital Rights.....	29
Recommendations for safety and medical assistance .....	31
Various .....	33
Act to approve the internal regime regulations of the Hotel .....	35
Notification of the representation of the workers of JUSPE S.A.....	36

# Admission

## Conditions for admission

This Hotel has the consideration, for all purposes, of a public use establishment, even though it may deny admission or stay:

- Due to a lack of capacity in the facilities.
- Due to breaching the admission requirements.
- Due to adopting behaviour that may endanger or disturb other people, whether users or not, or who make the normal development of activity difficult.

Our Establishment shall request the help of the Security Forces and Corps to remove anyone who breaches these Internal Regime Regulations; who breaches the usual rules of social cohabitation; or intends to access or remain in the Hotel with a purpose other than that of the normal use of the service.

## Admission requirements

It shall be a requirement, prior to using the Hotel room, to appropriately complete the admission document upon arrival at the Hotel; with this being the moment that they shall be informed of their rights and obligations as a Customer, as well as the existence of these Internal Regime Regulations.

By completing the admission document, you should present an official document that identifies you and that shall serve, at the same time, for the Hotel to be able to complete the corresponding arrival note in accordance with the regulations in force on registers and the arrival of travellers.

Once the admission document has been completed, you shall receive a copy, which shall state, at least, the name, classification and registration code of the Establishment in the Andalusia Tourism Registry, the identification of the room, the number of people who are in it, the arrival and departure dates, the food regime hired and, when the accommodation contract has been signed between you and the Hotel directly, the total price of the agreed stay, in this case, by submitting the original corresponding document as a contract.

## Rights

As a Customer, your rights in this establishment are to:

- Receive information that is correct, sufficient, understandable, unmistakable and prior to agreeing the accommodation period, as well as information on the full final price, including taxes, a breakdown, where appropriate, of the amount of supplements and discounts that are to be applied to any eventual offer.
- Obtain the documents that accredit the agreed terms.

- Access our Establishment through the agreed terms.
- Receive the services in the agreed conditions.
- Have duly guaranteed your safety and that of your assets in our Hotel, as well as your privacy; and to be informed of any situational inconvenience that may change your rest and peace.
- Receive information from the facilities or services that causes some risk to the safety measures adopted.
- Receive a bill or ticket for the price paid for the services provided.
- Formulate complaints and claims and obtain information regarding the procedure for filing them and their processing.
- Consult the terms on the privacy policy that is publicly recorded on our webpage.

### **Obligations**

As a Customer, your obligations in this establishment are to:

- Observe the co-habitation and hygiene rules.
- Respect these internal regime regulations.
- Respect the agreed departure date from the Establishment, leaving the room at the established time.
- Pay the services agree at the moment of paying the bill / purchase ticket within the agreed period, without the filing of a complaint implying the exemption of payment.
- Respect this Establishment, its facilities and its equipment.
- Respect the environmental surroundings.

### **Right to admission**

The Hotel is for public use and free access, with no further restrictions than those established in the current regulations, the regulations of these Regulations, and, in any case, the rules of good co-habitation and hygiene.

The Hotel is not responsible for the behaviour of Guests, or subjects, substances or material that they may bring into the room, as it is not authorised to review luggage.

The public may not enter or remain in the Hotel and its facilities without fulfilling the requirements that the Company has in relation to the right to admission.

The access and remaining of people shall be impeded in the Hotel in the following cases:

When the capacity established has been completed with the users that are inside the establishment.

When the closing time of any sales point has ended. When you are not the minimum age established to access the services of the establishment, the regulations in force shall be followed.

When people display a violent attitude, particularly, when they behave aggressively or cause altercations.

When people carry weapons and objects susceptible to being used as such, except for, in accordance with that stated at all times by the specific regulations applicable, in the case of members of the Security Forces and Corps or private bodyguards for private companies and they access the establishment in the exercise of their functions.

When people wear clothes or symbols that incite violence, racism or xenophobia in the terms stated in legislation regarding the protection of citizen safety and in the Criminal Code.

When people cause dangerous or disturbing situations for other visitors, or they do not meet the conditions of personal hygiene in accordance with the predominant social uses in current society and which, accordingly, may disturb other people.

Specifically, access shall be impeded, or in the case of staying in the establishment, to those who consume drugs, narcotics or psychotropics, or show symptoms of having consumed them, and those who show signs or behaviour evident of being drunk.

Additionally, when the person does not display the due respect to the Hotel employees or to other Customers. When they proceed to not conduct themselves modestly, they shout or make too much noise that disturb other Guests, disrupts the peace in the Hotel or the normal development of the establishment.

When people adopt measures or attitudes against sanitation and cleanliness of the establishment. When they make an attempt against the normal social co-habitation of the establishment or they cause, themselves or people who they should be responsible for, any type of disturbance to other Guests or visitors or third parties or they perform any act that may affect the peace and privacy that the Guests expect to find during their stay in the Hotel.

When they perform, promote or encourage discriminatory acts against other Customers, visitors or employees of the Hotel and even their own companions or act disgustingly or aggressively against anyone.

When they do not pay for services or provisions when required to do so.

When they proceed to remove objects from the Hotel or assets belonging to it, whether from the room or other sectors without the express consent of the Hotel.

When they proceed to damage or deteriorate, wholly or partially, the facilities, accessories, assets, services and supplies of the Hotel, or any other recipient of these Regulations.

When they proceed to reveal or spread details of a confidential nature of the Hotel which they have obtained on occasion or with motive of their stay or passing through the Hotel establishment.

When the circumstances indicated or the people cause one or more of the previously listed restrictions, the staff responsible for the establishment may request them to leave, after paying, where appropriate, the accounts they have pending for the provision of services and consumption.



It is expressly stated that the free access to the facilities, services and accommodation of this Hotel establishment shall not be denied or restricted to people who wish to avail of them on the grounds of sex, disability, having a guide dog or not, religion, opinion or any other personal or social circumstance.

The Hotel may request the help of the authorities to remove from their rooms the users who breach 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 appropriate, the people who are not registered as users, attendees of banquet, conventions, etc. or who perform the matters stated in this section as reason for denying access.

## Registration

The procedures required for registration and admission shall be performed in the Reception and the swipe cards to access the accommodation shall be stored.

Check-in shall be done from 14:00h onwards and Check-out until 12:00h on the day of departure.

If the Guest arrives before the Check-in time and the Hotel has rooms available, they may enter as early as 8:00h.

The Hotel shall abstain from providing accommodation to legal minors who arrive alone and no reservations for rooms or stays by legal minors will be accepted either.

However, legal minors between 16 and 18 years of age may be authorised in writing by their father, mother or guardian to stay in the Hotel as long as they are responsible for them and pay the bill that arises. In the case of minors under the age of 16, it is compulsory to be accompanied by a father, mother or guardian.

### **Police File**

The person or persons who wish to use the accommodation units, from the common facilities and, where appropriate, the complementary services offered in the Hotel should present their identification documents for the purpose of the corresponding registration and entry.

In Spain, a Passport, Spanish Identification Number and a Driver's License are considered to be valid identification. In the case of being a foreigner, you may register presenting a Passport or Identity Document if you come from a country in the European Union or one of the following countries: Andorra, Iceland, Switzerland, Norway, Malta, Monaco or San Marino.

You may also register with a valid Spanish Residency Permit if you are a foreigner residing in Spain.

Only the original document in physical format shall be valid, with photographs, digital images or photocopies not being valid.

This is a mandatory regulation in accordance with the Order of the Ministry of Interior of the Government of Spain 1922/2003 of the 3<sup>rd</sup> of July, which establishes the registration of Check-in Guests in Hospitality Establishments, Royal Decree 933/2021 of the 26<sup>th</sup> of October and within that stated in article 12.1 of Organic Law 4/2015, of the 30<sup>th</sup> of March, regarding the Protection of Citizen Security.

In compliance of it, any Guest, whether individual or in a group should have an individual registration sheet.

The registration sheet should be personally signed by all Guests over the age of 14.

The accommodation is non-transferable due to which the Hotel shall deny accommodation to the Guest who does not fulfil this requirement of registration and it is enabled to demand, if it

deems appropriate, the identification of the requesting party and the people who accompany them in their stay. Additionally, the entry to the Hotel of anyone not entered in the Police Registry is forbidden, unless under the express decision of the Hotel Management.

The Hotel Administration is not responsible for any false or incomplete data that the Guest may provide when completing the registration card whose details should be covered by the user entirely or by the Hotel on the basis of the details that appear in the identification documents provided by the Customer for these purposes.

In compliance with the regulations in force, the identification details provided shall be notified to the Authorities by the Hotel.

### **Admission document (welcome)**

This establishment, once the person or persons have registered, shall form an admission document which shall bear the name of the Customer who formalises the admission (one person is enough), the trading name of the establishment, its tourist classification, the identification of the assigned accommodation, the method and the arrival and departure dates.

The users should accredit their condition, showing the admission document, when requested to do so.

The admission sheet serves to accredit the tourist accommodation contract and shall have the value of evidence for administrative purposes, due to being signed by the interested party to formalise their admission. The original signed document shall be held by the establishment who shall preserve it for the legally set period at the availability of the tourist inspection, submitting a copy to the Guest who signs it.

By signing the document, the Customer confirms that all the data provided and stated therein is correct and accepts the terms and conditions expressed in the document.

Additionally, with the signature of the admission document, it is confirmed that the Customer expressly accepts these Rules, their rights and obligations and shall be compelled to observe the rules contained within and those dictated by the Hotel Management regarding safety, co-habitation and hygiene for the appropriate use of the establishment, its facilities and the equipment of the Hotel.

## Access

The users may freely access the establishment and remain there, within the restrictions contained in the legislation and in these Rules.

The users have the right to receive truthful and complete information prior to hiring the services offered.

Additionally, they have the right to, in these services, guarantee their security, privacy and peace for a stay without disturbances, which the conditions agreed correspond to, to the bill being submitted to them with the regulatory formalities in the bill for the services hired directly from the Hotel, to the privacy in the processing of their information in accordance with Data protection regulations, and which, if they wish to formulate a complaint, claim or report a crime, they are handed complaint forms established by the Andalusia Regional Government, which may be completed by the Customer and submitted in the Hotel Reception.

The filing of any claim or complaint does not exempt the observance of these Rules and the payment of the services.

They may not use the rooms or the common spaces of the Hotel for uses other than staying and/or the services hired, nor by the Customers or their companions, or third parties. As a result, they may not use these rooms and/or common spaces for activities such as interviews, filming, taking photos for promotional activities, photo sessions, etc., unless they have the prior and express authorisation of the Hotel Management of the establishment and as long as they comply with the rest of these Internal Regime Regulations, the conditions set by the Management and the regulations that are to be applied to the activity concerned.

## Billing and payment

The billing of the accommodation fees shall be calculated by days and in agreement with the number of nights stayed.

The minimum billing for accommodation shall be the amount for one overnight stay or day, this being understood as finishing at 12:00h on the day following the arrival date.

The payment methods accepted by the Hotel are:

- Prior bank transfer
- Cash, Debit cards and Credit cards.
- Personal cheques are not accepted.

When you wish to pay in cash, you should do so in euros, up to the quantitative limit in force at all times according to the law.

The users have the obligation to pay the amount of the services hired at the moment of filing the bill or according to the conditions agreed.

Due to the foodstuffs and other property assets that shall be found in the Hotel room (for example, the content of the minibar, towel, dressing gown), which you consume or take with you when leaving the room, you shall be charged the value that appears in the price list available in the room or, where appropriate, in the Hotel Reception.

In the case that the Customer leaves their room and these foodstuffs or property assets are not found in the room, it shall be considered that there were consumed or taken by the Customer.

The establishment may demand from its Customers, at all times and prior to filing the bill and its receipts, the payment of the services provided outside the accommodation, even when the payment has been agreed beforehand.

The Customer's early departure before completing the hired stay shall not exempt this Customer from the payment of the entirety of the days reserved and the services hired.

If the Customer intends to leave the establishment without paying the bill, entirely or partially, the Hotel shall be empowered to request the help of the authorities.

The request for the bill once the stay has ended may only be made in writing by the owner.

## Prior guarantees of payment

The Hotel may request a prior guarantee of payment by credit card for the services hired, in accordance with the legislation applicable both for the entirety of the reservation including taxes and tourist fees that may be applied, as well as any extras.

This guarantee may request to be extended to cover damages or impairments caused in the facilities, property and elements of the establishment due to negligence or improper use.

For these purposes, the Hotel may request the Customer upon arrival, or when making the reservation, to provide a credit card number where, in the case of failing to pay a bill, they may be charged the amount.

This request may be done even in the case of accommodation with a voucher or pre-payment, in order to guarantee the charging of extra services that may be used, as well as paying for damages and impairments.

The Hotel reserves the right, before any type of imperfection, deterioration or robbery caused in the room or any other facility of the Hotel by the Customer to claim the corresponding compensation.

The Hotel may also charge to the credit card number indicated, even in the days before the Customer's arrival, and with the aim of verifying its validity, a charge or a pre-authorisation for the amount of the first night hired.

In the case of not providing a card, pre-payment shall be requested for the stay, as well as the direct payment of the extra services requested.

## Occupancy period in the accommodation unit

The Hotel rooms should be used on the basis of the number of nights reserved.

The occupancy of the accommodation unit begins at 14:00h on the first day hired (Check-in) and ends at 12:00h on the day indicated as the departure date (Check-out)

However, on dates of maximum occupancy, when there are more arrivals and departures, it is possible that not all the rooms are available at this time due to availability and cleaning times, which means that the availability of an accommodation unit for the user may be delayed for up to four hours. The availability may also be delayed in the case of exceptional circumstances which impede, due to matters beyond the Hotel's control, having the room that corresponds to each Customer at the agreed time for the beginning of the occupancy in accordance with the normal occupancy rules.

In the case of groups of 20 or more people, the establishment may set the departure time at 10:00h.

For possible changes, both for occupancy as well as prolonging the time indicated, consult the Reception, remembering that you should immediately inform the Hotel staff, in the case that you wish to extend your stay and always before 12:00h on the departure date.

The Hotel shall address your request as long as availability allows it, duly informing the Customer who has requested it and in the case of agreement between the parties, you may agree a different occupancy regime of the accommodation units, which should be reflected in the admission document.

You may request late Check-out based on the establishment's availability and with an additional cost in relation to the time agreed.

The extension of the occupancy for a time greater than that described, without there being a prior agreement, should result in the obligation to pay an extra day.

Notwithstanding the above, the Customer may not extend the days of the stay hired without agreeing with the Hotel, due to the serious problems that this may cause to other Customers with reservations, with the Hotel staff being able to request the help of the authorities to remove Customers who fail to comply with the above.

In the case that the Customer leaves the room on the departure date, before the time established for Check-out, no kind of refund for the total amount of the stay shall be provided. If the Customer reduces, entirely or partially, the number of Guests in the reservation, it is the Hotel's decision to apply a refund or not, even though in the case that the room is marked as non-refundable or similar, a charge for the entirety of the reservation shall be made.

When Guests are absent for more than 48 hours without prior warning, the Hotel, may suspend or rescind the Guest's contract, accordingly, and proceed to gather the luggage, which shall be held according to the regulations of the establishment regarding lost objects.

In the case of the death of someone occupying a room, their heirs or attorneys shall be responsible for paying the costs incurred as a result, including, if necessary, the costs this circumstance causes.



## Capacity per accommodation unit and visits

### **Number of people per accommodation unit**

As a general rule, the stay of people in a room which exceeds the amount of the hired quota is not allowed.

Capacity of the accommodation units:

- Double (maximum 2 adults or 1 adult and 1 child)
- Triple (maximum 3 adults or 2 adults and 1 child or 1 adult and 2 children)
- Junior Suite (maximum 3 adults or 2 adults and 1 child or 1 adult and 2 children)
- Suite (maximum 4 adults, 3 adults and 1 child or 2 adults and 2 children or 1 adult and 3 children)

For safety reasons, an occupancy greater than the maximum possible number is not allowed according to the room format and the reservation type.

Upon arrival at the Hotel and in the case that the Customers exceed the maximum capacity of the accommodation unit reserved beforehand, the Hotel reserves the right to reassign them to a new room type which corresponds to the real people who are going to stay in the establishment, according to availability and with the subsequent surcharge that shall always apply and, where appropriate, the Customer. On the other hand, and given the circumstance of not having enough room to accommodate the real people that arrive at the establishment, the Hotel reserves the right to unilaterally cancel the reservation, as well as apply the corresponding costs in the case of being a non-refundable reservation.

The Customers with infants between 0 and 3 years of age may request, subject to availability, a cot at no additional cost, as long as it does not exceed the maximum accommodation of the room. The maximum number of cots per room is one. The cots are available by request and should be confirmed by the accommodation.

A child older than 3 years of age or an adult may stay in a supplementary bed that has been reserved in a triple room. This supplementary bed may be occupied by one person, with one being the maximum number of supplementary beds in triple rooms. This bed shall be different from the standard one.

No one has the right to give accommodation to another person without the prior consent of the Hotel and if this is agreed, the corresponding registration and entry movements should be performed.

**Visits**

The Hotel reserves the right of admission to occasional visits and in no case shall access be allowed to the rooms. If the user wishes to receive visits, the Hotel may provide spaces for this.

These visits should follow the rules set out in the registration section of these regulations.

In the case of a breach, the Hotel Management reserves the right to organise the immediate departure of the visitor.

## Rules for functions and co-habitation

### Smokers

This Hotel is a “Smoke Free Zone” which means it is forbidden to smoke inside the establishment, with the Smoke Free area extending to all the rooms.

Smoking is only allowed in the external areas of the Hotel so we recommend that you put out your cigarette before going inside, using the ashtrays that you shall find for this purpose.

Remember that all the rooms and common areas are equipped with smoke detectors, with the tampering of these with the aim to cancel their function being completely forbidden.

In the case that a Guest is smoking in the room or in any other internal area of the Hotel, their stay may be impeded, they may be reported and/or they may be sanctioned for loss and damages.

In any case, an additional charge shall be added to the account when Check-out for cleaning and deodorising the room or area in question.

In the case of smoking in the room’s balcony, our safety measures require you to put out your cigarette before entering the room.

### Animals

The access of or staying with pets, domestic animals of any kind, birds or any other type of animal is forbidden, with the exception of people accompanied by guide dogs or for assistance in accordance with the regulations regarding the use of guide dogs by people with diminished vision, whether total or partial.

In any case, the person who brings an animal and/or its owner, shall be solely responsible for any deterioration, damage or breakages that the animals cause to the things, assets and/or facilities of the Hotel and/or the Guests and/or the visitors.

### Stay of Children

It is very important for the Hotel to protect all the Guests, especially the children. In order to do so, it is necessary that the person responsible for their care is aware of the areas they visit, the activities they perform and also their behaviour in public area of the Hotel so as to not affect third parties.

The parents and guardians are responsible for the behaviour and the corresponding supervision of legal minors inside the facilities of the Hotel during their stay, as such, they should be vigilant that they make good use of the facilities and, most of all, respects the common areas:

“DO NOT USE THE ELEVATOR WITHOUT THE COMPANY OF A RESPONSIBLE ADULT, DO NOT RUN IN THE HALLWAYS, DO NOT SHOUT IN THE RESTAURANT, DO NOT PLAY ON THE BALCONY, DO NOT JUMP UNCONTROLLABLY...”

Any damage caused by the minors in the absence of this supervision shall be the sole and exclusive responsibility of their parents or legal guardians, with the Hotel being exempt from any responsibility.

In accordance with the legislation in force, legal minors who access the establishment, may not be allowed to be sold, served, gifted or permitted to consume alcoholic drinks.

The sale of tobacco to them is also forbidden.

### Dress code

As a general dress code, it is required that to enter or move through the Hotel facilities, the apparel or dress shall be that established for the purpose and usual in every case.

Additionally, the rules for dress should be respected where required, especially in specific areas of the Hotel, such as the Bar, the Restaurants, or where special occasions or events being organised inside the Hotel facilities require it.

The entry or stay in the Hotel is not allowed while wearing clothes or symbols that incite violence, racism and/or xenophobia.

The passage or visit to the Hotel may not be allowed when not wearing any clothes or when wearing inappropriate clothing, such as but not limited to: wearing a dressing gown or pyjamas in Reception, walking around the Hotel topless.

Access to the restaurant or buffet or dining rooms of the Hotel, and the other common areas, is not allowed when wearing bathing wear, wet clothes, shorts, flip-flops, torn t-shirts or without a t-shirt or footwear.

Staying in any of the areas of our Beach Club Restaurant in uncovered bathing wear is not allowed.

Aside from the previously detailed exceptions, the dress code for our restaurants is casual.

## Services

The Hotel offers the services and provisions according to its category. Whatever these may be, there are specified in the official page of Hotel IPV Palace & SPA, <https://www.hotelipvpalace.com>.

The supplies water, electricity, heating, refrigeration, use of bedclothes and bath and cleaning the accommodation shall be considered in the price per accommodation unit.

Some of the services have an additional cost, being forbidden in this case from using them or receiving their provisions without having previously hired them; these being paid beforehand or after being used, however it is agreed.

The people who hold the representation of the company of the Hotel or provide the services belonging to hospitality, shall have for these purpose, free access to the areas occupied by the Customers.

This establishment, in the provision of services, shall comply with the requirements established by Civil Responsibility considered in the Hotel insurance, being exonerated from any responsibility in the case of personal accidents due to negligence or imprudence of the Guests or their companions.

In the case of technical deficiencies beyond the control of the Hotel, a solution is managed while causing the least inconvenience possible for the Customer.

The property and appliances of the rooms, as well as the rest of the areas, are part of the services provided and they have been made available with the intention of making the Customers' stay as pleasant as possible, for which we recommend the appropriate and respectful use of them.

In any case, they belong to the establishment, which, in the case of loss, subtraction or unjustified deterioration, the establishment reserves the right to demand its corresponding payment.

Notwithstanding the right of admission, the Hotel Customers may, in general, access the services and equipment offered by the establishment, unless restrictions of access are established which are justified and in no case shall be contrary to the constitutional rights and principles.

## Cleaning

The cleaning of the rooms is done every day. The time for cleaning the rooms is between 9:30h and 16:00h. For Customers who do not leave their room available for cleaning, it is not possible to clean the room, except for the minimal cleaning services upon request.

If you wish for the room to be tidied, place the "please, tidy the room" sign outside the room door.

If you do not wish to be disturbed, place the “please do not disturb” sign outside the room door. When the sign surpasses 48 hours uninterrupted, the maximum limit allowed by the Hotel, the room shall be called.

If there is no answer, the room shall be entered in order to clean it and to verify its perfect condition.

If during the telephone call, an answer is obtained from the Customer, apologies are made and it shall be confirmed with the Customer when it shall be possible to clean, something which should not be delayed beyond the following day and this with the verification that the area is found to be in perfect condition and the cleaning may be delayed.

The changing of towels and sheets is done when the Customer deems convenient or, at least every 3 days. In the case of requiring towels, a change of sheets, resetting the welcome set or cleaning the room at a specific time within the cleaning schedule, you should contact Reception.

In the case of a deep clean of the room being necessary due to its improper use by the Customer, the amount in euros for this task (both for staff and products) shall be repaid one hundred percent by the Customer. We recommend that you use the facilities and amenities responsibly.

## Laundry

In every accommodation, you shall find information about laundry, dry cleaning and ironing services, their prices, delivery times and returning of items.

The Hotel is not responsible if the items which, due to their conditions or compositions of use, shirk, lose colour or deteriorate.

## Safe

In every accommodation unit, there is a safe for storing valuables free of charge.

Place your valuable objects and/or money in the safe in your room, as long as the amount or value is less than 1.500 euros.

The Hotel is not responsible for any robbery, theft or loss of objects or sums of money not stored in this safe.

The Hotel shall not be responsible either in the case of armed robbery or any other *force majeure* event.

## Parking

The outside parking is an exclusive service for Customers of the Hotel whose use is free of charge and subject to availability of parking places.

The covered parking is an exclusive service for Hotel Customers, with prior reservation, subject to availability and payment.

When parking the vehicle, you should only occupy a single parking space.

The use of the parking area for disabled people should be justified with the display of the required card inside the vehicle.

For safety reasons, it is not permitted to park cars at the Hotel's main entrance.

Do not leave money or valuables inside the vehicles.

The Hotel is not responsible for the robbery, theft or damage caused to vehicles, including all the objects or belongings contained within them, regardless of being parked in the spaces enabled for parking by the Hotel itself.

The charging points for electric cars shall only be for the sole and exclusive use of this type of car.

It is not permitted to park bicycles, Scooters, wheelchairs, walkers and other means of mobility in the common areas or the Hotel entrance.

## Outdoor swimming pools

The use of the Hotel's outdoor swimming pools is exclusively for the Customers staying in the establishment.

The swimming pool opening hours are from 10:00h to 20:00h in summer. It shall be closed for the rest of the season.

Using the swimming pool outside the opening hours and calendar established by the Hotel shall be under the responsibility of the Customer.

The entry of outside vendors and/or masseurs is not permitted.

You are advised not to use these services due to them not being regulated by law or having any quality control.

It is compulsory to use the shower before swimming in the pool.

In the swimming pool you may not use balls, air mattresses, etc. except for floating devices for children.

The use of the sun loungers is free. The Establishment has a "No Reservations for Sun Loungers" policy so that all the users have access to them, as such the staff of the Establishment may remove personal belongings from these sun loungers when they are not in use, with the personal belongings being transferred and stored by the swimming pool staff until they are collected.

The use of room towels for the swimming pool or the beach is forbidden. We provide towels to be used exclusively in the swimming pool or at the beach free of charge. The swimming pool/beach towels are submitted/collected at the Hotel Reception, with a prior deposit. In the

case of not returning the towel by “Check-out”, a charge shall be added to the bill for every towel that is not submitted.

The Hotel may make a relevant charge established for the concept of “towel cleaning” and the replacement of them by other clean ones.

It is forbidden to bring glasses or any other glass objects into the swimming pool and beach areas.

The consumption of food and drinks in the swimming pool is forbidden, if they have not been acquired from one of the Hotel establishment’s sales points.

It is forbidden to launch into the swimming pool from an inverted position, head forward, and to play with balls or similar in the gardens for the good of the people, the common facilities and plants.

It is forbidden to use devices, instruments or music players at a volume that disturbs the other users, with the exception of that established in the Hotel’s animation programme.

The parents or those responsible for legal minors should be vigilant so that they only use the swimming pool under their supervision, guidance and responsibility. For hygiene reasons, it is a good idea to shower before using the swimming pool, always using a swimsuit and not getting into the swimming pool with inappropriate clothing (as deemed by the establishment), nappies or similar.

It is forbidden to use beach furniture (tables, chairs, parasols...) in the external area of the swimming pool and gardens.

Please, use the bins and ashtrays.

## Spa

### **Timetable**

Tuesday to Saturday: 10:00h to 20:00h (Circuit and treatments).

Sunday and Monday: 10:00h to 14:00h (Circuit only).

For security reasons, its use is only allowed for people over 16 years of age.

It is recommended to make a prior reservation to guarantee the availability of the services.

The amount of the services will be paid at the time of confirming the reservation of the treatment and in no case after the treatment has been done.

Please, in case you need to cancel your reservation, do it in advance. The Hotel reserves the right to apply expenses in case of late cancellations or no-shows.

Punctuality is requested to ensure the enjoyment of the full treatment. In case of delay, the Hotel reserves the right to reduce the time of the treatment and not alter the rest of the calendar.



It is mandatory to use a cap and flip-flops, as well as appropriate swimwear, to maintain hygiene and a relaxing environment. The SPA has slippers and caps upon request and payment. The use of loose clothing or street clothes in these areas is not allowed.

One towel per person and per circuit will be provided or a bathrobe in the case of other treatments. Each extra towel will have a cost of €1

Before using the facilities, it is important to shower and use the toilets before entering the water areas. It is essential to dry off before entering the sauna and sit down with a towel.

It is forbidden to head dive or run in the facilities. Please pay attention when walking to avoid slipping.

Use a low tone of voice and respect the peace of other Customers. The SPA is a place of relaxation and rest, so any excessive noise must be avoided.

To keep things calm, turn off or silence phones or other electronic devices during your visit. It is not allowed to take photographs or videos.

Please inform the staff of any relevant medical conditions or allergies you may have, so they can recommend treatments according to your needs.

The use of the lockers will be only allowed during the use of the facilities, its blocking for prolonged use is forbidden. The establishment will not be responsible for the objects deposited inside them.

Deposit used towels and/or bathrobes in the baskets you will find at the entrance.

Smoking is totally forbidden in the facilities. Access or consumption of drinks or food is not allowed.

The establishment reserves the right of admission in case of intentional misuse of the facilities.

## **Gym**

### **Timetable**

Open daily: 07:00h to 23:00h

The presence in the gym shall be restricted to performing physical exercises.

People who are not using this area are not allowed to be in the room, in addition to those under the age of 16.

You should use the gym equipment with sports clothing and footwear that are appropriate for the facilities.

Please use your own towel for hygienic reasons and to avoid deterioration of the equipment.

For the benefit of all, it is recommended to hang the sporting material in the corresponding place upon finishing training. Therefore, it is recommended to take the utmost care with the material for the purpose of avoiding premature deterioration.

In case of doubts or breakdowns, we recommend that you report them as soon as possible at the Reception or Guest Service.

Electronic devices or mobile phones without headphones are not allowed, with the exception of the room's sound system.

The establishment reserves the right of admission in case of intentional misuse of the facilities.

## Bars and Restaurants

- “Doña Lola” Buffet Restaurant
- “La Alacena” *a la carte* restaurant
- “La Taurina” Tapas Bar
- Beach Club
- Lobby Bar
- Room Service

All these services shall be subject to changes in the timetables depending on the seasons, availability and operation of the establishment.

You are not allowed to remove food from the Doña Lola Buffet Restaurant.

Drinks are not included in any of the accommodation regimes offered by the establishment, which means they shall be paid at all the points of sale.

If a Customer has a departure before the functioning time of the buffet, they may enjoy a cold breakfast to go (picnic). In order to access this cold breakfast, you should notify the Reception the day before on the date in which this service should be provided, always before 22:00h.

If a Customer has their arrival after the functioning time of the buffet, they may enjoy a cold dinner. To avail of this cold dinner, you should notify Reception, always before 22:00h.

The board regime hired is personal and non-transferable.

Half-board contains a breakfast and dinner.

Before entering the consumption centres, the users should display, to those in charge, their admission document or card, for the purpose of controlling the charges that correspond to them due to their consumption.

The consumption of drinks and food in the common areas of the establishment is forbidden if they have not been acquired from points of sale in the Hotel.

The uncorking service, ice or glasses for any drink not purchased inside the establishment shall have an additional cost that should be paid by the Customer.

The Hotel may impede the access to any external business service of food delivery, even if breaching that established herein, it has been requested by a Customer staying here.

Additionally, the Hotel is not responsible for merchandise that may be brought into the Hotel in contravention of that stated here.

The Guests who consume alcoholic drinks should do so responsibly. The Hotel staff may refuse to serve alcoholic drinks to Guests who do not consume responsibly.

## Events and meeting rooms

### **Events**

In the meeting halls and common areas, the speaker/operator is committed to complying with the regulations regarding safety in the rooms, especially those referring to maximum capacity, emergency exits and measures against fires. Materials and objects shall not be placed against walls and seats, they shall be placed stably and well stacked in the places specified for them. Materials and objects that may damage the floor shall not be dragged. A carpet or some other material should be used for transport. Signs or any other elements shall not be stuck or anchored onto the walls.

Access with food or drinks from outside shall not be permitted, without prior the knowledge and authorisation of the establishment, before signing of the document corresponding to the exemption of responsibility and contribution of the Health Registry of the products.

### **Renting rooms**

The rental or lending of any space for any natural person or legal entity does not exempt the person responsible from using it purely for activities that are compatible with the legislation and with the space, forbidding any illegal, loud, disturbing, unhealthy, dangerous and/or harmful behaviour. The person who signs the rental or leasing contract shall be responsible for any activity that is developed, as well as the damages caused and should state so prior to the purpose of establishing a Co-ordination of Business Activities (Royal Decree 171/2004). Any breach or lack of solvency, shall lead to expulsion from the Hotel.

### **Collaboration**

If the Customer deems that the use of any facility or service may cause any risk to the health or their physical integrity, we recommend that they contact our staff to inform them and dispel any concern that has arisen regarding this.

## Lost and abandoned objects

The objects that are found in the rooms or Hotel areas, once the accommodation period of a Customer or the rental of spaces has finished or, where appropriate, been suspended, shall be removed once inventory has been taken.

The objects shall be available for the Customer that has lost and/or left them, being able to be collected at the Hotel. In order for the location of the object being easier and more effective, the Customer should report all the details referring to the description of the object that has been lost and any other circumstances surrounding its loss or abandonment.

In the case that the Customer requests that the objects be sent to them, they should pay the price of transport that is due and, additionally, they should pay the costs that the deposit may cause for the Hotel.

Personal identification documents (Spanish Identification Number, Passports, etc.), in the case of not being claimed, shall be submitted to the police authorities.

Perishable merchandise, if not claimed, shall be destroyed the day after being found. The remaining objects found shall remain in storage in the Hotel for a maximum period of 180 days.

In the case that it may be known they belong to, this period shall be counted from when this fact was faithfully notified to the address provided by the user of the establishment to return the forgotten object (request to return with their address that has been done in writing).

In the case of not availing of an address for the aforementioned purposes or not knowing who the object may belong to, the period shall be counted from when it was found.

Similarly, it shall occur in the matters of abandonment of belongings in the case of removal and/or expulsion from the establishment due to failure to pay, breach of the rules contained within these Regulations, death or any other reason.

Once this period of 180 days has passed, the establishment may freely avail of the belongings not claimed, in accordance with that deemed convenient.

## Privacy policy. Organic Law for Data Protection and Guarantee of Digital Rights

The data processor is JUSPE S.A. We inform you that we have a data protection delegate, who you may contact in writing.

The purpose is for the management of Customer data, for administrative tasks, billing and accounting, in addition to sending information regarding our services and promotions.

No international transfers of data shall be performed, nor shall data be assigned to third parties, except for the compliance with legal obligations, among others those matters regarding “travellers’ files”.

The data shall be processed by virtue of your consent, as well as the execution of contractual relationships, for compliance with a legal obligation and legitimate interest.

You may access, rectify and erase the data, in addition to the rest of the rights recognised in the regulations, you may exercise them at the address or by e-mail, which is recorded at the beginning of the clause.

You may use the models made available by the Spanish Data Protection Agency, to exercise your previous rights.

Complaint to the Data Protection Officer of the Spanish Data Protection Agency: if you believe there is a problem in how Juspe S.A is processing your data, you may address your claims to the Data Protection Delegate, who shall mediate for the best conflict resolution:

Email Data Protection Officer: [dpo@Hotelipvpalace.com](mailto:dpo@Hotelipvpalace.com)

Address: Carretera A7, Km. 1018 (beside the Sohail castle) 29640 Fuengirola, Málaga

If it is not possible to resolve the conflict, you may always visit the corresponding control authority, the relevant one for this in Spain being: the Spanish Data Protection Agency.

You have more information regarding our privacy policy at our website: [www.hotelipvpalace.com](http://www.hotelipvpalace.com)

### **Photograph cameras and other image-taking devices**

It is forbidden to take photographs-videos in which other Guests or employees of the Hotel appear, and much less so if they are minors, people in swimsuits or topless, or other people with special characteristics, such as physical or mental difficulties. It is forbidden to make photographs-videos of the establishment staff while in the exercise of their functions, unless the employee has given their consent, for example, to make a photo-video with an animator, waiter and others, in which the employee is clearly seen to be posing for the photo.

The use of photo-videos made by Guests in which other Guests or employees of Hotel IPV Palace & SPA may be identified shall only be allowed in the family home, and their publication

in any physical means (documents, articles, brochures...), electronic (example: e-mail), Internet (Website, Social media, blog, establishment rating websites such as Tripadvisor or similar) is completely forbidden.

Any unauthorised use of the image of a Guest or an employee may lead to a Crime against honour, privacy and their own image.

## Recommendations for safety and medical assistance

All the facilities or services at our Hotel are equipped with measures that favour or guarantee your safety at all times. However, if you believe that the use of any facility or service may cause some risk to your health or physical integrity, we strongly recommend that you contact us so that we can inform you and dispel any concern that you have regarding the matter. In any case, if you have doubts that the use of any facility or service may suppose risks for your health or physical integrity, choose another service or facility.

### **Self-protection Plan**

The Customer has indications available regarding how to act in the case of an emergency, as well as sign posting indicating the evacuation routes and fire prevention measures. In the case of an emergency, you should follow additional indications from the Hotel staff. The obstruction of emergency exits and fire prevention means (fire extinguishers, fire hoses, buttons...) as well as their improper use may cause your expulsion from the Hotel.

### **Safety and surveillance devices**

With the aim of guaranteeing safety, privacy and peace for the users, this Hotel establishment avails of technical devices with elements, some of them of permanent recording, in hallways and other general and common areas, whose images may be provided to the authorities in the legally-stated cases.

### **Safety devices for the prevention of fires**

At the Hotel, a sufficient number of fire extinguishers and smoke detectors have been installed to be used in the case of an incident. In these circumstances, the instructions indicated should be followed and the Guests should inform the Hotel Reception.

Remember that all the rooms and common areas contain smoke detectors, with the tampering of them with the purpose to render them functionless being completely forbidden.

### **Electrical current**

The electrical installation of your room is 220 volts. It is strictly forbidden for the Guests to use the electrical current and the mechanical equipment installed in your room for purposes other than those they are assigned for. The safety measures of the Hotel strictly forbid the use of hair straighteners, curlers and other electrical, gas or other type of devices that may cause a fire in any part of the Hotel and the rooms.

### **Medical attention and first aid**

If your physical ability is restricted or you suffer complaints or contagious illnesses, inform the staff at Reception upon arrival as soon as possible so that the Hotel may take the timely measures that are required. This establishment avails of a duly indicated medical kit and it is available at the convenience of our Customers who may require it.

If any Guests gets sick, the Hotel Reception shall contact the medical service with the express request of the Guest who requires to be attended or, where appropriate, moved to a proper place, the cost of this being charged to the Guest themselves. In the case that the Customer who is sick is not capable of acting for themselves or there is no person who may act for them, the Hotel shall manage the pertinent process so that they may receive medical assistance. The Hotel may demand that the Customer or, otherwise, the family members or the Paying Party, pay the costs incurred that the Hotel has had to pay.

In the case that the Customer suffers (or is likely to suffer) from an infectious process or another illness or they are found in conditions that are (or may be) dangerous for people to stay in the Hotel, the establishment has the right to withdraw the contract immediately and compel the Customer to immediately leave the Hotel.

The Hotel is not responsible in any way for any accident and/or event that the Guests suffers within the facilities of the Hotel such as falls, knocks, animal bites, among others. The costs that this accident or event may incur shall be paid by the Guest, exempting the Hotel of any legal responsibility.



## Various

### **Towels**

It is forbidden to use towels and other items from the room outside.

Clothes washing and drying. You are not allowed to wash clothes in the rooms or hang items in the windows, terrace railing or inside them, from clotheslines or in the hallways. The Guests have a clotheshorse in the balcony of the room for this use (except for rooms on the ground floor).

### **Umbrellas**

We provide an umbrella service, with a deposit charged to the room account until it is returned. In the case of not being returned, this deposit shall be charged to the Customer's account upon departure.

### **Silence**

After 22:00h, it is requested that you are silent in the hallways and accommodation so as not to disturb the other Hotel Customers. Please moderate the volume of the Television and your voice.

### **Mobile devices**

Additionally, it is specially requested in the case of using mobile devices in any public area of this Hotel, to have the volume set to a minimum or in silent mode out of respect for the other Guests or visitors.

### **Energy saving**

In order to contribute to saving energy, you should turn on the air conditioning with the room doors and windows closed.

### **Any doubts and questions**

For any doubts or questions related to the Hotel function, you may address them to our Reception staff, who shall help you and, where appropriate, contact you with the person enabled to resolve your doubts or question.

**Services provided by third parties**

You may get information from Reception regarding excursions, services and experiences provided by companies other than that operating the Hotel.

This establishment is not responsible for the services provided by companies other than that operating the Hotel.

**Safety inside the rooms**

The use of any device that may cause a risk to the facilities and people (knives, ovens, irons, portable gas, water pipes, etc.) is forbidden.

It is recommended that you properly dispose of any medical or injectable items after their proper use.

# Act to approve the internal regime regulations of the Hotel

In Fuengirola, 09<sup>th</sup> April 2024

By and between

Ignacio Manuel Cantos Soto, with Spanish Identification Number 44295481-B, with an address for these purposes in Hotel IPV Palace & Spa, at Playa del Ejido, 3, A-7 Km 1018, 29640, Fuengirola, Málaga, as DIRECTOR of the aforementioned Hotel

And

Ignacio Pérez Valero, with Spanish Identification Number 44653364-Z, with an address for these purposes in Hotel IPV Palace & Spa, at Playa del Ejido, 3, A-7 Km 1018, 29640, Fuengirola, Málaga, as ATTORNEY and REPRESENTATIVE OF THE OWNER of the aforementioned Hotel.

They agree

To approve the Internal Regime Regulations of Hotel IPV Palace & Spa written and approved on this date, which shall be publicised to our Customers on the Webpage of the Hotel and is available in the Hotel Reception, being mandatory for the Customers.

Similarly, they agree to provide this document, as well as the aforementioned Internal regime regulations, to the legal representation of the workers of JUSPE.SA, that is to say, this company.

Signed,



Ignacio Manuel Cantos Soto

44295481-B

DIRECTOR

[www.hotelipvpalace.com](http://www.hotelipvpalace.com)



Ignacio Pérez Valero

44653364-Z

OWNER REPRESENTATIVE

Page 35 | 36

# Notification of the representation of the workers of JUSPE.SA

In Fuengirola, 09<sup>th</sup> April 2024

Ignacio Manuel Cantos Soto, with Spanish Identification Number 44295481-B, Hotel Director, and Ignacio Pérez Valero, with Spanish Identification Number 44653364-Z, representative of the company owner, notify the representation of the workers of JUSPE.SA (Hotel IPV Palace & Spa) that the Internal Regime of Regulations for Customers of our Hotel has been approved 09<sup>th</sup> April 2024. It is submitted to them in this act and they are notified of its publication on the Hotel's webpage and that it is available for whoever needs it at the Hotel Reception.

We recommend that they sign this document for the purposes of acknowledgement



LARBA D<sup>A</sup> ROSA SANTATARIA  
26817629C