

AMÀRE

BEACH HOTEL
MARBELLA

INTERNAL RULES AND REGULATIONS

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PREAMBLE

Decree-Law 13/2020 of 18 May,¹ of Andalusia, which, among others, establishes measures relating to hotel establishments, includes in its Chapter I the organisation of these establishments, as well as the regulation of their technical conditions and the provision of services.

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

- 1.** Hotel establishments shall have internal rules and regulations that shall establish mandatory rules for users during their stay, without contravening the provisions of Act 13/2011, of 23 December,² or of this Chapter.
- 2.** The internal rules and regulations shall always be available to users and shall be displayed, at least in Spanish and English, in a visible and easily accessible place in the establishment. This regulation must be published on the establishment's own website, if this exists.
- 3.** The companies operating the hotel establishments may request the assistance of the police to evict from the establishment those who do not comply with the internal regulations, do not comply with the usual rules of social coexistence or seek to access or remain in the establishment for a purpose other than the normal use of the service, in accordance with the provisions of Article 36.4 of Act 13/2011, of 23 December.
- 4.** The internal rules and regulations shall specify at least:
 - a)** The conditions for admission.
 - b)** The rules of coexistence and operation.
 - c)** Information on the administrative organisation and responsible person to whom, where appropriate, they should address any questions relating to the operation of the establishment.
 - d)** List of complementary services provided by companies other than the operator and identification of the companies responsible for their provision.
 - e)** Information to the users about the facilities or services that suppose some risk and of the safety measures adopted in this respect.
 - f)** The admission of animals and conditions for such admission.
 - g)** In general, all the circumstances that allow and favour the normal enjoyment of the facilities, equipment and services.

In compliance with the aforementioned Decree-Law, this hotel establishment has drawn up these internal rules and regulations, which set out the mandatory rules for users during their stay. These people are hereinafter referred to as customers.

These regulations are available to you, as a customer, at all times in both the Spanish and English versions. They can be consulted on the notice board located in the reception area, as well as on our website. It is understood that **the facilities and services provided in this establishment are aimed at a preferred audience of adults over sixteen years of age. Therefore, this establishment lacks facilities and services for people under this age, such as cot or extra bed services. The accommo-**

¹Published in the Boletín Oficial de la Junta de Andalucía, Extraordinario no. 27, 18 May 2020.

² Act 13/2011, of 23 December, of Tourism of Andalusia.

ation policy of this hotel states that the rooms can only be occupied by the number of people assigned to them according to their type and, therefore, cannot be shared by more people than those foreseen for the type of room in question. Consequently, accommodation for children under the age of sixteen can only be in a "Keep The Secret" room, which can be used by a maximum of three people on a bed and buffet breakfast basis, without age restrictions.

CHAPTER I

Conditions of admission

Article 1. Conditions of admission

1.1. This hotel is considered, for all purposes, as a public establishment, although admission or stay may be refused:

- a) Due to lack of accommodation capacity or facilities.
- b) Due to failure to meet the admission requirements.
- c) Due to actions that may cause danger or inconvenience to other people, whether they are users or not, or that hinder normal activity.

1.2. Our establishment shall request the assistance of the police to evict those who do not comply with these internal rules and regulations, who do not comply with the usual rules of social coexistence, or who try to enter or remain in the hotel for any purpose other than the normal use of the service.

Article 2. Admission requirements

2.1. In order to make use of the hotel room, it shall be a prerequisite to properly complete the admission document upon arrival at the hotel, at which time you will be informed of your rights and obligations as a customer, as well as of the existence of these internal rules and regulations.

2.2. When filling in the admission document, you must present an official document that identifies you and that will also be used by the hotel to fill in the corresponding guest form in accordance with the current regulations on registration books and guest forms for travellers.

2.3. Once the admission document has been completed, you will be given a copy of it, which will include as a minimum, the name, classification and registration code in the establishment's tourism register of Andalusia, the identification of the room, the number of people who are going to occupy it, the dates of arrival and departure, the contracted dietary regime and, when the accommodation contract has been signed directly between you and the Hotel, the total price of the contracted stay, in which case you shall be given the corresponding original document as a contract.

Article 3. Rights

Your rights as a customer of this establishment are as follows:

- a) To receive truthful, sufficient, comprehensible, unequivocal information prior to contracting the period of accommodation, as well as the full final price, including

taxes, with a breakdown, where applicable, of the amount of any increases or discounts that may be applicable to any possible offer.

- b) To obtain the documents that accredit 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 their safety and that of their belongings duly guaranteed in our hotel, as well as their privacy; and to be informed of any circumstantial inconvenience that could alter their rest and tranquillity.
- f) To receive information about the facilities or services that pose a risk and the safety measures adopted.
- g) To receive a bill or receipt for the price paid for the services provided.
- h) To formulate complaints and claims and obtain information on the procedure for presenting them and their treatment.
- i) To consult the terms of the privacy policy published on our website.

Article 4. Obligations

Your obligations as a customer of this establishment are as follows:

- a) To observe the rules of coexistence and hygiene.
- b) To respect these internal rules and regulations.
- c) To respect the agreed date of departure from the establishment by leaving the room free.
- d) To pay for the services contracted at the time of the presentation of the bill or within the agreed period, without the fact of submitting a claim implying exemption from payment.
- e) To respect this establishment, its facilities and its equipment.
- f) To respect the surrounding environment.

CHAPTER I I

Rules of operation and coexistence

Article 5. Reservation

5.1. All reservations shall include the date of the stay, number and type of room with its diet, cancellation policy and complementary services additionally contracted. They shall also state the total price with a breakdown for each of these items, unless it has been offered as a package at an agreed total price.

5.2. Prior to making your reservation and by the same means used to make it, or any other means you choose, you will be informed of your rights and obligations, among others, of the cancellation policy of said reservation, which shall be in accordance with the following conditions:

- a) If the reservation is cancelled with less than two days' notice, you shall be charged one night's stay for every ten or fraction thereof.
- b) If you vacate the reserved room before the date up to which it was reserved, you shall be charged for the services rendered up to that point plus a penalty of one night for every ten or fraction thereof of stays not made.
- c) In the case of non-refundable rates, the previously agreed conditions shall be applied.

d) If the cancellation of the reservation is due to circumstances of force majeure, including a health crisis or emergency situation affecting your place of residence or the place where this establishment is located, the provisions of paragraphs a) and b) shall not apply, but you will receive a voucher, with an expiry date of one year, to 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 will be available to you.

5.4. When you have obtained confirmation of your reservation, we shall provide you with the type of room reserved on the agreed date.

5.5.a. If we confirm your reservation without requiring any advance payment as a deposit, the reservation shall be held until the agreed time, and in the event that it has not been agreed, the reservation shall be held until 8 pm on the agreed date.

5.5.b. If you have paid the deposit, your booking shall be held without time limit for the number of days covered by the amount of the deposit, unless otherwise agreed.

Article 6. Price

6.1. Our advertising states that payment for services shall be made prior to the provision of the services.

6.2. In accordance with the above, upon completion of the admission document on arrival at the hotel, you will be presented with the bill corresponding to the services contracted so that you may please proceed to pay it at the same time if you have not done so when making your booking.

6.3. The fact of submitting any claim does not imply that you may be exempt from payment or that you may defer payment.

6.4. The payment of the price may be made by bank transfer, bank card, or in cash up to the limit in effect at any given time in accordance with the law.

6.5. Apart from the services contracted when making your reservation and paid for prior to the provision of the services, you must pay for the services that you contract and enjoy during your stay at the hotel, without the fact of presenting a claim implying exemption from payment. In the case of stays of more than one week, services may be billed on a weekly basis.

Article 7. Period of occupation

7.1. As a customer, you are entitled to occupy the room from 3:30 pm on the first day of the contracted period until 11:30 am on the day of departure. In any case, you will be able to access the communal facilities of our establishment from midday on the day of your arrival.

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

7.3. You may stay longer than the number of days specified in the admission document, provided that prior agreement has been reached on the basis of availability.

In case of agreement, it shall be understood as an extension of the first booking and shall be stated in the same admission document.

7.4. The occupation and stay of two people in a double room that has been contracted as a single room will not be allowed. In this case, the fixed rate for use as a double room will be charged.

Article 8. Safe and safe deposit box service in rooms

8.1. This establishment has a safe deposit box service for the safekeeping of money and valuables, which can be deposited at reception.

The rooms are also equipped with a safe, the use of which is not subject to a rental charge.

8.2. Our hotel is not responsible for the loss or theft of money or valuables that are not deposited in the safe deposit box and whose value must be declared in writing. If not stated, we shall be liable up to the limit of €3,000.

This establishment shall not be liable for money or valuables deposited in the room safe in excess of €3,000

Article 9. Room cleaning service

Room cleaning service is daily from 9 am to 5 pm.

Article 10. Prohibitions

10.1. The occupation and stay of two people in a double room that has been contracted as a single room will not be allowed. In this case, the fixed rate for use as a double room will be charged.

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

10.3. It is forbidden to bring food or drink into our hotel to be consumed inside it.

10.4. It is forbidden to hang towels or any other garment on the railing of the terraces of the rooms. The terrace has a clothesline for this purpose.

10.5. This establishment does not admit animals.

Article 11. Limitations

11.1. Access to an area or facility of the hotel shall be limited:

a) When the established capacity has been reached and in the meantime there is no access available for that capacity.

b) When the closing time of the area or facility has been exceeded.

c) When the minimum age established for access to the area or facility in accordance with the regulations in effect is not met.

d) When violent attitudes are shown or manifested, especially when behaving aggressively or provoking altercations.

e) When it causes situations of danger or nuisance to other users, or does not meet the conditions of hygiene.

In particular, persons who are using drugs, narcotics or psychotropic substances, or who show signs of having used them, and those who show signs of obvious drunkenness, shall be denied access or, where appropriate, shall be prevented from staying in the premises.

f) When wearing clothing or symbols that incite violence, racism or xenophobia, as well as when not wearing the required clothing in accordance with the area or facility.

11.2. This establishment may request the assistance of the police to evict those who do not comply with any of the limitations listed in the previous section.

11.3. Any customer who finds themselves in any of the situations foreseen in Section 9.1 of this article is obliged to pay the expenses incurred up to the moment of the prohibition of access to or stay in the area or installation of the hotel.

Article 12. Basic rules on clothing and cleanliness

12.1. With the exception of the areas of sun-beds, swimming pool and beach, the customer must be wearing clothing and in accordance with the etiquette required for some services, such as dinner.

12.2. It is forbidden to walk barefoot in the establishment, with the exception of the hammock, swimming pool and beach areas.

12.3. The litter bins and ashtrays must be used.

Article 13. Advice and suggestions

1. Keep an eye on your luggage. Do not leave it unattended.
2. Watch and check your belongings both on the beach and at the swimming pool; do not leave them unattended.
3. Keep the door closed when you are in your room. Close the door to your room when you leave it, and try to open it again to make sure it is properly locked, even if you are only gone for a short time.
4. Lock your luggage when you are not using it and put it in your locker. If your luggage has a lock, always use it.
5. Never display jewellery, money or valuables in your room.
6. Immediately notify the hotel management of any abnormal occurrence you notice, such as: suspicious persons in the corridor, repeated telephone calls from unidentified persons, knocks on your room door from persons unknown to you, or not finding anyone at the door when you go to open it.
7. If you forget or lose your key, only the reception staff are authorised to provide you with a new key to open your room.
8. In case of smoking on the terrace of the room, our security measures require you to put out your cigarette before retiring to rest.
9. Please do not be annoyed if you are asked at reception to identify yourself when requesting a new key; it is for your security.
10. When socialising with strangers, do not reveal the name of the establishment or your room number.
11. Never allow people into your room with unsolicited deliveries.
12. Never discuss specific plans for future excursions, outings, etc., in public or with strangers.

13. If you wish to have your room serviced, hang the notice "Please service the room" on the outside of your room door. If you wish not to be disturbed, hang the notice "Please do not disturb".
14. If you discover any damage or anomaly, please contact reception.
15. The electrical installation in your room is 220 volts.
16. Please respect the areas in which the rooms are located during the night and during siesta hours, and in general, avoid making unnecessary noise.
17. Please use the facilities appropriately, respecting the furniture and gardens of the hotel.
18. Please respect the opening hours of all the hotel facilities.
19. We would appreciate your participation in the event that, during your stay in the establishment, any fire and evacuation drill is carried out.
20. Some timetables may change depending on the time of year.

CHAPTER III

Information about the hotel's administrative organisation

Article 14. Doubts and miscellaneous questions

In all cases in which doubts or questions arise regarding the operation of our hotel, you may contact the reception staff or the customer service department on the second floor. They will resolve them or, failing that, will contact the staff authorised to resolve your question or doubt. The hotel manager is the person in charge of the hotel.

CHAPTER IV

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

Article 15. Services provided by third parties

15.1. Our establishment offers excursions, various services and experiences provided by companies other than the hotel operator, which you can find out about directly from the customer service department on the second floor or reception.

15.2. This hotel is not responsible for the services provided by companies other than the operator of this establishment.

15.3. Amàre Art integrates art into the hotel and offers a unique exhibition space. Photography, fashion, design, sculpture, video art or painting find a place to interact with those who enjoy original and transgressive creations. Walking through the corridors, stairs or getting into a lift becomes an overall experience of art in which sensations are awakened. Please respect the works of art on display and do not touch them. If you are interested in acquiring any of them, please ask for information at reception or at the customer service department.

15.4. The timetable of activities and musical performances may be modified 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 its customers: parking and garage, restaurant and bar, The One, pool and beach, spa and gym.

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

PARKING AND GARAGE

This service is available for both hotel users and the general public, and its use is subject to availability.

This service is subject to payment in accordance with hourly rates, which can be consulted in the garage area.

When parking the vehicle, only one parking space must be occupied.

The use of the disabled parking area must be justified by showing the required card inside the vehicle.

For security reasons, vehicles are not allowed to be parked at the main entrance of the hotel, which can only be used for loading and unloading luggage.

RESTAURANT/BAR

The restaurant is open from 8 am to 11 am for breakfast and from midday to midnight for lunch and dinner.

No food may be taken from the buffet restaurant.

Access to the restaurant and bar is not permitted in swimming costumes only.

It is not permitted to enter the Restaurant for dinner wearing sportswear, swimwear, shorts or tank tops.

Room service hours are from midday to midnight. As stipulated in the menu, this service has a 20% charge over the prices of the menu itself.

THE ONE

The opening hours of "The One" are from Monday to Sunday from 11 am to 9 pm.

Access is for "The One" customers only, so other customers who have not contracted the "The One" service are not permitted entry.

All food and beverages available are continuously replenished and are for the enjoyment of persons who have contracted "The One" and may only be consumed within the designated area.

It is not permitted to take food and/or beverages out of "The One" area.

It is not permitted to enter "The One" in swimwear or without a T-shirt.

The maximum number of people that can be in the area is 25 including the terrace.

For the benefit of all, the furniture must not be moved.

In case of doubt, breakdown or lack of any reference, please inform reception as soon as possible.

SWIMMING POOL AND BEACH

The opening hours of the swimming pool are from 9 am to 7 pm

Access to the swimming pool is only allowed to guests staying at the establishment, and to those who have paid the access fee if it has been set.

Street vendors and/or external masseurs are not permitted entry.

The use of these services is discouraged as they are not regulated by law and have no quality regulations.

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

The use of the sun loungers in the swimming pool and on the beach is free of charge. The establishment has a policy of "No reservation of sun loungers" so that all users have access to them. The staff of the establishment may remove items from the sun loungers that are not in use for at least 30 consecutive minutes, provided that there are other users waiting to occupy them; personal belongings will be transferred and deposited at reception. Those users who wish to keep their sun loungers during the lunch break, as long as it takes place in one of the hotel's restaurants, may request assistance from the customer service staff to keep their sun loungers reserved for this purpose for up to two hours.

It is forbidden to use the towels in the room for the pool or beach. We provide free towels for the exclusive use of the pool or beach by means of a free card system. Pool/beach towels are delivered/collected daily at the welcome desk in the swimming pool area after having been handed in at reception with plastic cards which the customers must exchange for the towels. These cards must be handed in at check out as proof of having returned your towels. If the card is not available to be returned at check out, a charge of €10 per card not returned will be made on the bill.

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

It is forbidden to consume food and drinks in the pool/beach area, if they have not been purchased at any point of sale of the hotel establishment.

Please make use of the litter bins and ashtrays.

SPA

The spa is open from Monday to Sunday from 11 am to 7 pm.

You need to book in advance for the hydrotherapy circuit and it is mandatory to wear a cap.

For reasons of hygiene and health, it is compulsory to wear the flip-flops provided at the spa to access the hydrotherapy circuit.

The use of the sauna and Turkish bath requires bathing clothes.

The use of the spa towels is exclusively for the spa centre; they may not be used for any other service of the hotel.

Children under 16 years of age are not allowed to enter.

To cancel a reservation for any type of treatment, it is necessary to give two hours' notice to the spa reception; otherwise, 50% of the treatment will be charged to the room. If the the spa is closed two hours beforehand, you must inform the hotel reception, indicating the room number and treatment booked.

GYM

The gym is open all day from Monday to Sunday.

Presence in the gymnasium is limited to physical exercise. Persons who are not using this area are not allowed in the room.

You must use the gym equipment with appropriate clothing and sports footwear for this type of facility.

The use of a personal towel is compulsory as a measure of hygiene to avoid possible contagion, as well as the deterioration of the equipment.

Smoking and the ingestion of food or alcoholic beverages in the room is strictly forbidden.

The maximum number of people allowed in the gym is eight.

For the benefit of all, please put the sports equipment back in its proper place at the end of the training session. In this respect, please take the utmost care with the equipment in order to avoid premature deterioration.

In case of doubt or breakdown, please inform the reception or the customer service department as soon as possible.

CHAPTER VI

Information to the users about the facilities or services that suppose some risk and of the safety measures adopted in this respect

Article 17. Security of facilities and services

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

17.2. However, if you consider that the use of any facility or service may pose any risk to your health or physical integrity, we kindly ask you to contact our customer service department so that they can inform you and answer any questions you may have in this regard.

17.3. In any case, if you are in any doubt as to whether the use of any facility or service may pose a risk to your health or physical integrity, please opt for 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 website so that you, as the customer, are aware of the measures that will be adopted and comply with them.

18.2. Any customer 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 and their stay shall be cancelled without the right to any refund, and with notice to the competent authority.

CHAPTER VIII Personal data

Article 19. Personal data

The personal data of customers 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. Customers are able to exercise the rights of access, rectification, deletion (forgetting), data portability, limitation and opposition to its treatment by simply requesting it by any means to the hotel establishment in accordance with Regulation (EU) 2016/679 (GDPR) and the Organic Law (ES) 3/2018 (LOPDGDD).