

HOTELES-MARES

# **REGULATIONS OF THE INTERNAL REGIME OF THE AMERICAS HOTEL**

**MARES HOTELES**

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## INTRODUCTION

The Hotel has the present 'INTERNAL REGULATIONS' which contains the policy, norms and rules that will govern the relationship between the Hotel and its clients.

These regulations shall also apply to and must be complied with by:

- Visitors and/or occasional companions of the hotel's clients.
- Users of the hotel services and facilities open to the general public.
- Any person who, even occasionally, visits or wanders within the hotel.
- Attendees at events held at the hotel.
- Contractors, organisers and personnel involved in the organisation and development of events held at the hotel.

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

These Regulations are available to guests at the hotel reception desk and may be consulted by them whenever they wish and on the hotel's website.

Ignorance of these Regulations does not exempt them from being complied with, as these Regulations are based on the regulations and legislation in force.

The rules and prohibitions contained in these Regulations and which must be complied with by those to whom they are addressed shall not be understood to exclude other similar or analogous conduct not set out herein, but which clearly arise from the spirit and intention of these Regulations.

Infringements of these Regulations may, as far as possible, be corrected immediately and, where appropriate, may be sanctioned in accordance with current labour, civil or criminal legislation, regardless of any other responsibilities that the offender may incur and the appropriate exercise of any legal actions that may be applicable.

The Hotel reserves the right to refuse admission and cancel the reservation, without the right to a refund, of any client who contravenes these Regulations, as well as the rules of coexistence and common sense, or in any way acts disrespectfully towards the Hotel facilities or the rest of the people who are in it, whether staff or clients of the Hotel.

We thank you for your preference to stay with us, as well as for strictly observing our Rules and Regulations, drawn up for your own benefit.

In any case, should you require any further information, please do not hesitate to contact Reception. For this purpose, we remind you that the Hotel Manager, together with the reception staff and, where appropriate, the concierge, are responsible for relations with hotel guests and for providing them with information and advice.

#### Applicable legislation

The Internal Regulations are governed by Spanish law.

#### Language

These Regulations are available in several languages, but only the Spanish-Spanish text is the only legally binding text, and it is the one that will prevail in the event of any difference of interpretation or of any other nature.

## I. REGISTRATION AND ENTRY RULES

### **ARTICLE 1.- ENTRY REGISTRATION (POLICE CARD) AND ADMISSION DOCUMENT (WELCOME)**

The necessary formalities for registration and admission will be carried out at Reception and the magnetic cards for access to the accommodation will be kept.

Check-in will take place from 14:00 p.m. until 24:00 hours on the day of arrival and check-out until 12:00 p.m. on the day of departure.

If the guest arrives before the check-in time and the hotel has rooms available, it is possible to check in from 11:00 a.m. onwards.

In the event that for personal reasons the guest has to check-in after 24:00 hours, he/she must give 24 hours notice prior to arrival.

The Hotel will refrain from providing accommodation for minors who come alone, so room reservations and stays in the same by minors are not allowed.

However, minors between 16 and 18 years of age may be authorised in writing by a parent or guardian to stay at the Hotel provided that they are responsible for the same and assume the payment of the corresponding bill. In the case of minors under 16 years of age, they must always be accompanied by a parent or guardian.

### **CHECK-IN (POLICE FORM)**

The person or persons wishing to make use of the accommodation units, the communal facilities and, where appropriate, the complementary services offered at the Hotel, must present their identification documents for the purpose of registration and entry in the establishment's guest register.

When the guests are a previously contracted group (group bookings are considered to be bookings of 10 or more rooms), their representative shall provide lists together with the identification documents of the members of the group.

Valid identification in Spain is considered to be a passport, national identity card, and driver's license. If you are a foreigner, you can register by presenting a passport or national identity card if you are from an EU country or any of the following countries:

- Andorra, Iceland, Switzerland, Norway, Malta, Monaco, or San Marino.

You can also register with a valid Spanish residence permit if you are a foreigner residing in Spain.

This regulation is mandatory based on Order 1922/2003 of the Ministry of the Interior of the Government of Spain, dated July 3, which establishes the registration of travelers in hospitality establishments in books and entry forms, Royal Decree 933/2021 of October 26, and under the provisions of Article 12.1 of Organic Law 1/1992, dated February 21, on the Protection of Citizen Security.

In compliance with this requirement, all guests, both individual and group, must have an individual registration form.

The registration form must be personally signed by all travelers over the age of 14.

Accommodation is non-transferable, and the hotel will deny accommodation to any guest who does not comply with this registration requirement and is empowered to request, if deemed appropriate, identification of the applicant and any accompanying guests. Furthermore, entry to the hotel is prohibited for anyone not registered with the police, except by express decision of management.

The Hotel Administration is not responsible for any false or incomplete information provided by the guest when completing the registration card, which must be fully completed by the guest or by the Hotel based on the information appearing on the identification documents provided for this purpose by the guest.

In compliance with current regulations, the identification information provided will be communicated to the Authorities by the Hotel.

#### ADMISSION DOCUMENT (WELCOME)

Once the person or persons have registered, this establishment will issue an admission document stating the name of the guest formalizing the admission (one person is sufficient), the establishment's business name, its tourist classification, the identification of the assigned accommodation, the price per day or per day, the type and price of any additional services contracted, and the check-in and check-out dates.

Guests must prove their status by showing the admission document when requested.

The admission form serves to confirm the tourist accommodation contract and will be used as proof for administrative purposes. It must be signed by the interested party to formalize their admission. The establishment will retain the original signed document for the legally established period of time, making it available for tourist inspection. A copy will be given to the guest who signs it.

By signing the document, the guest confirms that all the information provided and recorded therein is accurate and accepts the terms and conditions stated in the document.

Likewise, by signing the admission document, the client will be deemed to have expressly accepted these Regulations, their rights and obligations, and will be obliged to observe the rules contained therein and those issued by Management regarding safety, coexistence, and hygiene for the proper use of the establishment, its facilities, and the hotel's equipment.

## **ARTICLE 2.- ACCESS TO THE HOTEL AND ITS SERVICES**

Users may freely access and remain in the establishment, subject to the limitations set forth in the legislation and these Regulations.

Users have the right to receive truthful and complete information prior to contracting the services offered.

They also have the right to be guaranteed security, privacy, and peace of mind for a trouble-free stay in said services, to have these services comply with the agreed conditions, to be provided with an invoice with the required formalities for the services contracted directly from the Hotel, to confidentiality in the processing of their information in accordance with data protection regulations, and to be provided with the complaint forms established by the Competent Authorities of the corresponding Autonomous Community, which can be completed by the customer and delivered to the Hotel Reception, if they wish to file a complaint, claim, or report. The filing of any claim or complaint does not exempt you from compliance with these Regulations or from payment for services.

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

The rates, including the prices and conditions for the different accommodation options, the restaurant services, bars, safe rentals, and complementary services offered by the hotel itself, are detailed at reception and available to users upon request.

Services at the hotel or in the accommodation units may not be reserved for non-conforming prices.

Additional services offered and provided at this hotel by other persons or entities, including their scheduled hours, prices, and conditions of use, are also detailed at reception. These services will be formalized in their corresponding documents and settled according to the agreed terms.

Legal entities or individuals who, on their own behalf, provide complementary services in hotel facilities are responsible for their staff and their behavior, their operation, maintenance, pricing, and everything inherent to their services. The owner of each facility is clearly identified.

You will find summarized information about all services and entertainment activities, where applicable, in the directories. These include emergency evacuation plans, accommodation prices, menus with prices, and a list of free services, such as Wi-Fi.

In any case, the hotel may offer its guests, at no additional cost, additional services such as tourist information, wake-up calls, security deposits in the hotel's general cashier (provided their content is declared and signed by the guest), luggage storage, and taxi hailing services.

Likewise, the Hotel may be responsible for managing certain services outside of its scope, such as car rentals, excursions, restaurants, or other services related to the stay.

The Hotel may vary the hours of consumption, use, and enjoyment of the various services throughout the season, depending on the seasonality. It reserves the right not to admit users outside of these hours, also when the maximum authorized capacity is exceeded or when requests are made within the admission limits, thereby affecting the business schedule of said services.

Any processing of messages, calls, packages, or any other item intended for a hotel guest will be initiated whenever the guest's prior consent to proceed with said processing is verified, and in this case, the communication or delivery will be carried out.



If the guest is not at the establishment or cannot be located, staff will ensure that the message or package is received upon their return, verifying this with the guest.

The hotel's rooms and common areas may not be used for purposes other than the accommodation and/or contracted services, neither by the guest nor by their companions nor by third parties. Consequently, these rooms and/or common areas may not be used for activities such as interviews, filming, taking pictures for promotional activities, photo sessions, etc., except with the prior and express authorization of the establishment's management, always in compliance with the rest of the Internal Regulations, the conditions established by said management, and the regulations applicable to the activity in question.

### **ARTICLE 3.- BILLING AND PAYMENT**

Accommodation rates will be billed on a per-day basis and based on the number of overnight stays.

The minimum billing amount per accommodation will be the amount of one night or per day, with the amount ending at 12:00 noon on the day following the check-in date.

The Hotel accepts the following payment methods:

- Cash, Debit Cards (Maestro), and Credit Cards (MasterCard, Visa).
- Personal checks are not accepted.

When paying in cash, payment must be made in Euros.

Payment may not exceed 1,000 euros, and since rights must be exercised in accordance with the requirements of good faith, banknotes must be used in accordance with the amount payable. Therefore, the Hotel may refuse to accept large denomination banknotes if the amount payable is much lower.

Payments in amounts exceeding 50 euros will also not be accepted.

Users are required to pay the amount for the contracted services upon presentation of the invoice or according to the agreed terms.

The hotel may present the invoice before the end of the contracted stay if the services provided (whether for accommodation, extras, or both) reach or exceed the sum of 600 euros.

The hotel may require its guests, at any time and upon presentation of the invoice and supporting documents, to pay for services provided outside of the accommodation, even if payment for these services was agreed in advance.

The guest's early departure before the end of the contracted stay will not exempt said guest from paying for all the reserved days and contracted services.

Should a guest attempt to leave the establishment, leaving their invoice unpaid, in whole or in part, the hotel will be authorized to request the assistance of law enforcement officers.

#### **ARTICLE 4.- PRIOR PAYMENT GUARANTEE**

The Hotel may request a prior payment guarantee by credit card for the contracted services, in accordance with applicable law, both for the entire reservation, including any applicable taxes and tourist tax, as well as for any extras.

This guarantee may be extended to include damage or defects in the facilities, furnishings, and other elements of the establishment due to negligence or misuse.

For this purpose, the Hotel may request a credit card number from the guest upon check-in or at the time of booking. This guarantee may be used to charge the amount due in the event of non-payment.

This request may be made even in the case of accommodation with a voucher or prepaid reservation, to guarantee payment for any additional services that may be used, as well as to cover any damages or defects.

The Hotel reserves the right, in the event of any damage, deterioration, or theft caused to the room or any other Hotel facility by the guest, to use the damage deposit and/or claim the corresponding compensation.

The Hotel may also charge or pre-authorize the amount of the first night booked to the card number provided by the guest, even days before the guest's arrival, in order to verify its validity.

If a credit card is not provided, prepayment for the stay and a security deposit of 500 euros will be required, as well as direct payment for any additional services requested.

#### **ARTICLE 5.- OCCUPANCY PERIOD OF ACCOMMODATION UNITS**

Hotel rooms must be occupied based on the number of nights reserved.

Occupancy of the accommodation unit begins at 12:00 noon on the first day of the contracted period and ends at 12:00 noon on the day indicated as the departure date.

However, on peak occupancy dates, when there are more arrivals and departures, it is possible that not all rooms may be available at that time due to availability and cleaning time reasons. Therefore, availability of the accommodation unit may be delayed by up to four hours. Availability may also be delayed if exceptional circumstances arise that, for reasons beyond the control of the Hotel, prevent the room assigned to each guest from being available at the scheduled start time in accordance with normal occupancy standards.

Please inform the guest of their arrival time and travel plans so the hotel can provide advance notice. Please also note that if the guest does not arrive at the hotel by midnight (local time) on the scheduled arrival day without prior notice, the hotel will consider the reservation as a "no show" and will automatically cancel the reservation in full, charging 100% or the remaining amount of the reservation. However, the reservation will be maintained provided the guest notifies us before the aforementioned time.

For groups of 20 or more people, the hotel may set a check-out time after 10:00 a.m.

For possible changes, both in occupancy and for extensions of the indicated time, please inquire at reception. Please note that the hotel staff must be informed immediately if you wish to extend your stay, and always before 12:00 p.m. from the date of departure.

The hotel will accommodate your request as long as availability allows, duly informing the guest who requested it. If agreed between the parties, a different occupancy regime for the accommodation units may be agreed upon, which must be reflected in the admission document.

Extending occupancy beyond the stated timeframe, without prior agreement, will result in the obligation to pay for an additional day.

Without prejudice to the foregoing, the guest may not extend the contracted stay without prior agreement with the Hotel, due to the serious harm this may cause to other guests with reservations. Hotel staff may request assistance from law enforcement officers to evict guests who fail to comply with the foregoing

If the guest vacates the room on the day of departure before the established check-out time, no refund of the total amount of the stay will be issued. If the guest reduces the number of guests in the reservation by all or part, it is at the Hotel's discretion whether to apply refunds. However, if the room is marked as non-refundable or similar, the full amount of the reservation will be charged.

When guests are absent for more than seventy-two hours without prior notice, the Hotel may suspend or terminate the accommodation contract, as appropriate, and proceed to collect the luggage.

Luggage collection will be carried out as provided in Article 18 of these Regulations, except in the event that the actual value of the guest's luggage does not cover the amount charged. In this circumstance, the stay may be terminated or suspended if the guest is absent for more than twenty-four hours.

In the event of the death of the person occupying a room, their heirs or representatives will be responsible for paying the expenses incurred as a result, including, if necessary, redecorating and disinfecting the room and replacing linens and equipment.

## **ARTICLE 6.- NUMBER OF PEOPLE PER ACCOMMODATION UNIT and VISITS**

### **NUMBER OF PEOPLE PER ACCOMMODATION UNIT**

As a general rule, no one will be allowed to stay in a room that exceeds the contracted capacity. Thus, no more than two people will be allowed in a double room booked as a single room. Likewise, no more than two people will be allowed in a double room or suite, nor more than three people in a room booked as a triple room.

For security reasons, no more than four people per room are allowed, or, where applicable, the maximum possible number depending on the room type and reservation type.

Otherwise, the Hotel will have the right to charge the fixed rate for the actual number of people using the room and, at the same time, terminate the guest's stay immediately.

Guests staying with babies from 0 to 2 years old may request a crib at no additional cost, subject to availability. The maximum number of cribs in a room is one. Cribs are available upon request and must be confirmed by the property.

One child over 2 years old or an adult can be accommodated in an extra bed. The provision of an additional or extra bed will incur an additional charge and is only available in double rooms and always upon request.

Unless previously requested, the hotel reserves the right to request an extra reservation if the property does not have the requested extra bed. This extra bed may only be occupied by one person, with one being the maximum number of extra beds in the room.

No person is entitled to accommodate another person without the hotel's prior consent. If this is granted, the corresponding registration and entry in the guest book must be completed.

## **VISITS**

The Hotel reserves the right to refuse occasional visitors and will under no circumstances be allowed into the rooms. If the guest wishes to receive visitors, the Hotel has designated areas for this purpose.

In the event of non-compliance, Hotel Management reserves the right to order the visitor's immediate departure.

## II. OPERATING RULES FOR THE SERVICES PROVIDED BY THE HOTEL

### ARTICLE 7 - PROVISION OF HOTEL SERVICES

The Hotel offers services and amenities appropriate to its category, regardless of the type at any given time.

The price of the accommodation unit includes water, electricity, heating, cooling, use of bed and bath linens, and cleaning of the accommodation.

Some services have an additional charge. In this case, it is prohibited to use them or receive their services unless previously contracted. Payment must be made beforehand or after use, as agreed.

For these purposes, individuals representing the hotel company or providing services inherent to the accommodation will have free access to rooms occupied by guests.

This establishment, in providing its services, will comply with the requirements established by the Civil Liability insurance established in the hotel, and is exempt from any liability in the event of personal accidents due to negligence or imprudence of guests or their companions.

In the event of technical deficiencies beyond the control of the hotel, it undertakes to resolve them with the least inconvenience to the guest.

The furniture and utensils in the rooms, as well as in the rest of the rooms, are part of the services provided and have been arranged with the intention of making guests' stays as pleasant as possible. Therefore, we ask that you use them properly and respectfully.

In any case, they are the property of the establishment, so in the event of loss, theft, or unjustified damage, the establishment reserves the right to demand payment.

Without prejudice to the right of admission, hotel guests may, as a general rule, access the services and facilities offered by the establishment, unless access restrictions are established, which must be fully justified and in no case be contrary to constitutional rights and principles.

## ARTICLE 8 - CLEANING SERVICE

Room cleaning is done daily. Room cleaning hours are generally from 8:00 a.m. to 4:00 p.m. Guests who do not make their rooms available during these hours will not be allowed to have their rooms cleaned.

If you would like your room cleaned, please hang the "please clean your room" sign outside your room door.

If you wish not to be disturbed, please hang the "please do not disturb" sign outside your room door. When the call exceeds 48 uninterrupted hours, the maximum tolerance limit allowed by the hotel, a phone call will be made to the room.

If no response is received, the room will be entered to clean it and verify its perfect condition.

If the guest receives an answer to the phone call or check-in, an apology will be issued and a time will be confirmed with the guest when cleaning can be carried out. Cleaning cannot be delayed beyond the following day, provided that the room is in perfect condition and the cleaning can be delayed.

Towels and sheets are changed whenever the guest deems appropriate, or at least every three days. If you require towels, sheets, a replacement of the welcome kit, or a room cleaning at a specific time during cleaning hours, please contact reception.

## ARTICLE 9 - GARAGE SERVICE

The garage is not located on the hotel premises; it is a service for hotel residents. Use of the garage may be free of charge or subject, where applicable, to payment of the hotel's stipulated fee.

Do not leave money or valuables inside vehicles.

The hotel is not responsible for theft, robbery, or damage to vehicles, including any objects or living beings contained therein, regardless of whether they are parked in spaces designated for parking by the hotel.

#### ARTICLE 10 - SAFE SERVICE (DOES NOT EXIST)

A free safe is installed in each accommodation unit for the safekeeping of valuables.

Deposit your valuables and/or money in your room's safe, provided their total amount or combined value is less than 900 euros.

If you are staying with sums of money and/or valuables of a higher value, please deposit them for safekeeping, upon presentation of a receipt, in the hotel's General Safe, which you can request at Reception.

The Hotel is not responsible for any type of theft, robbery, or loss of objects or sums of money not deposited, with a receipt, in said General Safe or at Reception.

The Hotel will also not be liable in the event of armed robbery or other force majeure.

#### ARTICLE 11 - MEDICAL ASSISTANCE AND FIRST AID

If your physical abilities are limited or you suffer from contagious illnesses or diseases, please inform the reception staff upon arrival as soon as possible so that the Hotel can take any necessary measures. This establishment has a permanent, properly marked and properly stocked first-aid kit available to our guests who may need it.

If a guest becomes ill, the Hotel reception will contact the medical service at the express request of the guest so that they can be treated or, if necessary, transferred to an appropriate location, at the guest's expense.

If a guest who becomes ill is unable to act on their own behalf and there is no one available to act on their behalf, the Hotel will make the necessary arrangements to ensure they receive medical care. The Hotel may require the guest or, failing that, their family members or the Paying Party to pay any expenses incurred by the hotel.

If the guest is suffering (or is likely to suffer) from an infectious process or other illness, or is in such a condition that it is (or may be) dangerous for anyone staying at the Hotel, the Hotel has the right to terminate the contract with immediate effect and require the guest to leave the Hotel immediately.



The Hotel is not responsible for any type of accident and/or incident that the guest may suffer within the Hotel's facilities, such as falls, blows, animal bites, among others. The expenses resulting from this accident or incident will be borne by the guest, exempting the Hotel from any legal liability.

In the event of the guest's death, the Hotel may require the guest's family, heirs, or the Paying Party, in addition to payment of the outstanding bill for services, to compensate the Hotel for expenses incurred due to or related to the death. The expenses that the hotel may claim include cleaning expenses, in addition to normal cleaning costs, incurred by the hotel due to illness, death, or any other event or incident suffered by the guest on the hotel's premises.

## III. RULES OF COEXISTENCE AND HYGIENE

### ARTICLE 12 - 100% SMOKE-FREE HOTEL

This hotel is a "Smoke-Free Area," and smoking is prohibited throughout the establishment. The smoke-free area extends to all rooms.

The use of electronic cigarettes and vaporizers is also strictly prohibited.

Remember that all rooms and common areas are equipped with fire detectors. If a guest smokes in their room or any other area of the hotel, they may be denied entry, prosecuted, and/or charged damages.

In any case, a fee of €250.00 per day + VAT or equivalent tax will be charged to your account upon check-out for cleaning and deodorizing the room or area in question.

The cleaning and smoke removal fee may be subject to change.

## **ARTICLE 13 - MEAL AND BEVERAGE REGIME (AT HOTEL TORREMAR)**

### **HOURS**

For guidance purposes, we inform you that the hours of the food and beverage services offered or that may be offered at the hotel will generally fall within the following time ranges:

☐ Bar hours:

☐ Monday to Sunday: 8:00-23:00

☐ Dining room hours:

☐ Lunch: 1:30-16:00

☐ Buffet Breakfast:

☐ Monday to Sunday: 8:00-11:00

**Some hours may change depending on the season or any other circumstance that makes it necessary.**

The contracted boarding plan is personal and non-transferable.

Food, meals, or beverages may not be taken out of the hotel's dining rooms.

Food and beverages (except baby food) are also not permitted in the hotel rooms and/or public areas unless purchased within the hotel premises, at the bar, or restaurant. Otherwise, the hotel, at its discretion, may require the removal of said food and/or charge an additional fee (for bottle uncorking, cutlery requests, or other services provided by the hotel in this regard).

The hotel may deny access to any external food delivery service provider, even if their service, in violation of the provisions herein, was requested by a guest staying at the hotel.

Furthermore, the hotel is not responsible for merchandise that may be brought into the hotel in violation of the provisions herein.

Guests who consume alcoholic beverages must do so responsibly. Hotel staff may refuse to serve alcoholic beverages to guests who do not consume responsibly.

## **ARTICLE 14 - CLOTHING AND DRESSING ROOM**

As a general dress code, it is established that for transit or movement within the Hotel facilities, the clothing or attire shall be those established for this purpose and customary in each case.

Furthermore, any dress code that may be specifically required in certain areas of the Hotel, such as the Bar and Restaurants, or that may be required for special occasions or events held within the Hotel facilities, must be respected.

Entry to or stay in the Hotel wearing clothing or symbols that incite violence, racism, and/or xenophobia is prohibited.

Transiting or visiting the Hotel facilities without wearing any clothing or wearing inappropriate attire is also prohibited, such as, but not limited to: going to reception in a bathrobe or pajamas, or walking around the Hotel topless.

Access to the restaurant, buffet, hotel dining rooms, and other common areas is prohibited, including work attire, swimwear, wet clothing, shorts, flip-flops, torn t-shirts, tank tops (for men), or no t-shirts and no shoes.

Aside from the exceptions listed above, the dress code for our restaurants is casual.

## **ARTICLE 15 - ACCESS OF ANIMALS**

Access or stay of persons accompanied by pets, domestic animals of any kind, birds, or any other type of animal is prohibited, with the exception of persons accompanied by guide or assistance dogs, as established by the sector regulations regarding the use of guide dogs by persons with total or partial visual impairments.

In any case, the person bringing an animal and/or its owner shall be jointly liable for all damage, loss, or breakage that the animals cause to the property, assets, and/or facilities of the Hotel and/or to its guests and/or visitors.

## **ARTICLE 16 - CHILDREN'S STAY**

The protection of all its guests, especially children, is very important to the Hotel. Therefore, those responsible for their care must be vigilant regarding the areas they visit, the activities they engage in, and their behavior in public areas of the Hotel to avoid harming third parties.

Parents and guardians are responsible for the behavior and appropriate supervision of minors within the Hotel facilities during their stay. Therefore, they must ensure proper use of the facilities and, above all, respect the common areas:

"DO NOT USE THE ELEVATOR WITHOUT THE ACCOMPANY OF A RESPONSIBLE ADULT, DO NOT RUN IN THE HALLWAYS, DO NOT SHOUT IN THE RESTAURANT, DO NOT PLAY ON THE TERRACE, DO NOT JUMP UNCONTROLLED..."

Any damage caused by minors in the absence of such supervision will be the sole and exclusive responsibility of their parents or legal guardians, and the Hotel is exempt from any liability.

According to current regulations, minors under the age of eighteen who enter the establishment may not be sold, served, given away, or permitted to consume alcoholic beverages.

The sale of tobacco to minors is also prohibited.

## **ARTICLE 17 - LOST AND/OR ABANDONED ITEMS**

Items found in the rooms or other areas of the Hotel, once a guest's stay has ended or, where appropriate, been suspended, will be removed after an inventory has been completed, signed by two witnesses.

The items will be available to the guest who lost and/or abandoned them and may be collected from the Hotel, from 8:00 a.m. to 2:00 p.m., Monday through Friday.

In order to ensure the location of the item is as quick and effective as possible, the guest must provide all information regarding the description of the lost item and any other circumstances surrounding its loss or abandonment.

If the guest requests that the item be sent to them, they must pay the shipping cost, which will be postage due, and must also cover any costs that the Hotel may incur in storing the item.

Personal identification documents (ID cards, passports, etc.), if not claimed, will be handed over to the police authorities.

If unclaimed, perishable goods will be destroyed the day after they are found. All other items found will remain in storage at the Hotel Offices for a maximum period of 90 (ninety) days.

The period will begin from the date of discovery. The same procedure will apply in the event of abandonment of belongings in the event of eviction and/or expulsion from the establishment

due to non-payment, non-compliance with the rules contained in these Regulations, or any other reason.

After this 90-day period has elapsed, the establishment may freely dispose of unclaimed belongings as it deems most appropriate.

## **ARTICLE 18 - RULES OF USE**

- **TOWELS:** It is prohibited to use towels and other items in the room for outdoor use.
- **WASHING AND DRYING:** It is not permitted to wash clothes in the rooms, nor to hang clothes on windows, on balcony railings, or inside the rooms, on clotheslines, or in the hallways.
- **SILENCE:** After 10:00 PM, it is mandatory to maintain silence in the hallways and rooms to avoid disturbing the rest of other hotel guests. Please moderate the volume on your television and voice.
- **MOBILE DEVICES:** Likewise, we especially request that if you use mobile devices in any public area of this hotel, please do so at a minimum volume or in silent mode out of respect for other guests or visitors.
- **COMPUTER EQUIPMENT:** When using the computer equipment and internet connection located at the Hotel, the Guest must comply with current legislation (especially intellectual property laws) and maintain the state of the hardware and software.
- **FIRE EXTINGUISHERS:** The Hotel has installed a sufficient number of fire extinguishers and smoke detectors for use in the event of an accident. In such circumstances, the instructions marked on them must be followed, and guests must notify the Hotel Reception.
- **ELECTRICAL CURRENT:** The electrical system in your room is 220 volts.
  - o Guests are strictly prohibited from using the electrical current and mechanical equipment installed in their rooms for purposes other than those for which they are intended.
  - o The Hotel's security measures strictly prohibit the use of hair straighteners, curling irons, and other electrical, gas, or other appliances that could cause a fire anywhere in the Hotel and in the rooms.
  - o To contribute to energy savings, you must turn on the air conditioning with the doors and windows closed.
- **CAMERAS AND OTHER IMAGE-TAKING DEVICES:**
  - o Taking photographs or videos of other guests or hotel employees is prohibited, especially if they include minors, people in swimsuits or topless, or other people with special characteristics, such as mobility difficulties, Down syndrome, or other characteristics, for example, those that may indicate beliefs.

o Taking photographs or videos of hotel staff in the performance of their duties is prohibited, unless the employee has given their consent, for example, taking a photo or video with an entertainer, waiter, or other staff member, in which the employee is clearly seen posing for the photo.

o Photos or videos taken by guests that identify other guests or an employee are only permitted for use within the family home environment. Their publication in any physical medium (documents, articles, brochures, etc.), electronic media (e.g., email), or on the Internet (website, social media, blogs, hotel rating pages such as Tripadvisor, or similar) is strictly prohibited.

o Any unauthorized use of a guest's or employee's image may result in a crime against honor, privacy, and personal image, with penalties of up to four years, and, in the case of public dissemination, up to five years.

#### **IV. ADMISSION RULES**

##### **ARTICLE 19 - RIGHT OF ADMISSION OF PERSONS AND PETS.**

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

The Hotel is not responsible for the behavior of guests, nor for any objects, substances, or materials they may bring into the room, as it is not authorized to inspect luggage.

The public may not enter or remain in the Hotel and its facilities without meeting the requirements to which the Company has conditioned the right of admission.

PEOPLE: Access to and permanence of persons in the Hotel will be denied in the following cases:

- When the established capacity has been reached by the number of guests inside the establishment.
- When the hotel's closing time has been exceeded.
- When the minimum age required for entry to the establishment is not met, according to current regulations.
- When the person attempting to enter has not paid the entrance fee or ticket, where this is required.

- When the person displays violent behavior, especially when behaving aggressively or causing disturbances.

- When the person carries weapons or objects that could be used as such, unless, in accordance with the provisions of the specific applicable regulations, they are members of the Security Forces or private escorts integrated into private companies, and are entering the establishment in the exercise of their duties.

- When wearing clothing or symbols that incite violence, racism, or xenophobia as provided for in the legislation on the protection of citizen security and the Penal Code.

- When it creates dangerous situations or causes discomfort to other attendees, or does not meet the personal hygiene standards in accordance with the prevailing social customs in today's society and, for this reason, may cause discomfort to other people.

In particular, those who are using drugs, narcotic drugs, or psychotropic substances, or who show symptoms of having used them, and those who display obvious signs or behaviors of being intoxicated, will be denied access to or, where appropriate, from the establishment.

Likewise, when the person disrespects hotel employees or other guests.

- When they behave immodestly, shout, or make loud noises that disturb other guests, disrupt the peace of the hotel, or disrupt the normal operation of the establishment.

- When they adopt measures or behave in ways that are detrimental to the health and cleanliness of the establishment.

- When they fail to comply with the rules for preventing COVID-19 infection (use of masks, social distancing, etc.), or any other virus that may emerge in the future, established by the applicable regulations at all times.

- When the normal social interaction of the establishment is violated or when, by themselves or through persons for whom they are responsible, they cause any type of disturbance to other guests, visitors, or third parties, or any act is carried out that may affect the tranquility and privacy that guests expect during their stay at the Hotel.

- When they carry out, promote, or encourage discriminatory acts against other guests, visitors, or employees of the Hotel, including their own companions, or act rudely or aggressively toward any of them.

- When they fail to pay for services or benefits when requested to do so.

- When they remove objects or property belonging to the Hotel from the room or other areas without the express consent of the Hotel.

- When they damage or deteriorate, in whole or in part, the facilities, accessories, goods, services, and supplies of the Hotel, or of any other recipient of these Regulations.

- When you disclose or disseminate confidential Hotel data that you have obtained during or in connection with your stay or transit at the hotel establishment.

Likewise, those who refuse to comply with the legal obligation to complete and sign the Traveler Entry Form forms, including all the required information (including the type and number of their identity document), will be denied entry and/or presence, in accordance with the provisions of Organic Law 1/1992, of February 21, on the Protection of Citizen Security, and Order Int/1922/2003, of July 3, of the Ministry of the Interior, on registration books and traveler entry forms in hospitality establishments and other similar establishments.

When the aforementioned circumstances occur or individuals incur one or more of the aforementioned restrictions, the establishment's staff may require them to leave, after payment, where applicable, of any outstanding bills for services and consumption.

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

The Hotel may request the assistance of law enforcement officers to remove from its premises any users who violate these regulations, who attempt to enter or remain there for any purpose other than normal hotel service, and also, where applicable, any persons who are not registered as users, attendees of banquets, conventions, etc., or who incur in the situations provided for in this article as grounds for denial of access.

**ANIMALS:** Regarding the admission of animals and the conditions of such admission, the provisions of Article 16 of these Regulations shall apply:

Access or stay of persons accompanied by pets, domestic animals of any kind, birds, or any other type of animal is prohibited, with the exception of persons accompanied by guide or assistance dogs, as established by the sector regulations regarding the use of guide dogs by persons with partial or total visual impairments.

## **ARTICLE 20. OBLIGATION TO PAY IN THE EVENT OF PROHIBITION OF ACCESS OR EVACUATION.**

However, in the cases described above, the person is obligated to pay the expenses incurred up to the moment of the prohibition of access or stay at the Hotel.

## **ARTICLE 21.- CIRCULATION AND STAY IN THE HOTEL.**

Circulation and stay within the Hotel will be in areas reserved for guests. Guests may not, under any circumstances, access reserved or private rooms or spaces. Lounges are expressly excluded, as access is limited to those who book them and to the guests they determine.



Reserved or restricted areas are those for the exclusive use of the hotel's staff, corridors leading to administrative offices, kitchens, storage rooms, warehouses, staff locker rooms, and other service areas.

## **ARTICLE 22 - SECURITY RECOMMENDATIONS**

The hotel's management recommends:

- Monitor and control your luggage and personal belongings in public areas to prevent loss and/or theft. Do not leave them unattended.
- Close your room door when you leave and try to open it again to ensure it is properly locked, even if only for a short time.
- Keep the door closed when you are in your room.
- Lock your luggage when not in use and place it in your closet. If your luggage has a lock, always use it.
- Protect your key or, failing that, your room key card or access system. Do not simply leave the key at the reception desk. Always return your key, in person, when you leave the hotel.

If you forget or lose your key, only reception staff are authorized to provide you with a new key to open your room.

- Immediately report to Management any unusual occurrences you notice, such as: suspicious people in the hallway, repeated phone calls from people who don't identify themselves, knocks on your room door from people you don't know, or no one at the door when you go to open it.
- Please don't be upset if Reception or any other department asks you to identify yourself, as this is for your safety.
- Do not display jewelry, money, or valuables in your room.
- Do not invite strangers into your room or tell them your room number.
- Do not allow repair staff to enter your room without prior request or authorization from Hotel Management.
- Do not allow anyone into your room with unsolicited deliveries.
- When socializing with strangers, do not reveal the name of your hotel or your room number.
- Do not discuss specific plans for future excursions, outings, etc., in public or with strangers.
- Do not keep the room key card you may have been given with any document indicating the establishment or room number.
- Do not display your room key in public places.
- If you discover any damage or anomaly, please contact reception.
- Please respect the areas where the rooms are located during nighttime and afternoon hours, and in general, avoid making unnecessary noise.

- Please use the facilities appropriately, respecting the hotel's furnishings and grounds.
- Please respect the opening hours of all hotel facilities.

Some opening hours, such as those for food and beverage services, may vary depending on the season.

- To avoid the risk of accidents, please do not use glasses or other glassware and/or crockery in the pool area.
- We appreciate your participation in any disaster or evacuation drills during your stay at the hotel.

### **ARTICLE 23 - HOTEL POWERS**

Total or partial non-compliance with any of the rules of these Regulations authorizes the Hotel to carry out, at its sole discretion, any of the following procedures:

- Invite the offender to modify their behavior or habits;
- Require due respect and compliance with the rules of behavior, etiquette, and dress;
- Insist on compliance with the provisions of these Regulations;
- Apply specific sanctions to the offender, such as a warning, suspension of the use of all or part of the facilities and/or services provided by the Hotel, or exclusion from the hotel establishment.
- The Hotel reserves the right to refuse admission and permanence and, in exercising its rights, may deny entry to those who have previously violated these Regulations and/or those who do not comply with the aforementioned requirements.
- Communicate and notify the competent public authorities so that they may carry out any necessary intervention.

Hotel management will apply sanctions based on the following criteria: the severity and nature of the violation and the circumstances surrounding it; the repeated conduct of the offender; their criminal record; and the application of previous sanctions to the offender.

The Hotel reserves the exclusive right to apply or not the sanctions provided for in these Regulations. Under no circumstances may the failure to apply a sanction to the offender be considered by the offender, or by other clients or visitors, as a right not to be sanctioned in the future for similar reasons or for other violations committed.

In the event that any recipient fails to comply, in whole or in part, with the rules or regulations of these Regulations, in addition to being subject to sanctions, the offender shall be obligated to compensate for any damages caused.

In any case, the offender must hold the Hotel harmless from any claim or demand made by any third party against the hotel establishment as a result of its failure to comply with the provisions of these Regulations or current legislation.

The rules contained in these Regulations may in no way be construed as discrimination against any type of ethnicity, nationality, gender, religion, race, age, or political ideology of the recipients, but rather as a suitable means of guaranteeing the excellence and quality of the Hotel's services to all its guests.

Under no circumstances may these Regulations be construed as limiting or restricting the individual rights of anyone who voluntarily enters the establishment, aware of its characteristics and that the Hotel's authority to issue any other rules or regulations (that complement, expand, modify, or replace the rules established herein, or establish new rules to regulate the use or utilization of specific areas of the establishment or the manner in which the recipients of these Regulations or other potential recipients should conduct themselves, conduct themselves, and present themselves in any area or facility of the establishment) is inherent to its ownership rights and/or its responsibility for its operation with respect to the rights of its guests or clients. This authority is inherent to the responsibility of the Hotel operator, who must ensure the proper functioning of the services, respecting the rights of its guests or clients.

In accordance with the foregoing, the hotel owner may prevent the guest and/or their companions from staying at the establishment and have immediate access to their room, without the need for any legal proceedings, in the event of:

- Total or partial non-payment of the bill (see Article 3 of these Regulations).
- Lack of agreement regarding the extension of the guest's stay.
- Use by more than one person of a room booked as a single room, by more than two people in a double room or suite, or by more than three people in a room booked as a triple room.
- Occurrence of any of the reasons for preventing access to or stay at the establishment, established by the hotel owner in exercising their right of admission.
- Refusal by the guest or any of their companions to complete and sign the Guest Entry Form.
- Failure by the guest and/or their companions to comply with any other obligations established in these Regulations or in the applicable regulations.

In such cases, the guest and/or their companions will be required to leave the room and all other premises of the establishment immediately upon being requested to do so by Management.

If the guest refuses to leave, or reacts in a way that constitutes a criminal offense, the Hotel may request the assistance of law enforcement and/or the tourist inspection to carry out the eviction. This is without prejudice to the Hotel's right to claim from the guest any amounts left unpaid, as well as any damages caused by their behavior.

The Ordinary Courts of the place where the Hotel is located shall be competent to hear and resolve any controversy or conflict between the recipients of these Regulations and the Hotel. They shall have jurisdiction in civil matters, waiving any other jurisdiction and/or venue that may apply, without prejudice to the intervention of the Criminal Courts when appropriate.