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# INTERNAL REGULATIONS AVENIDA PLAYA HOTEL

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## INTERNAL REGULATIONS

# AVENIDA PLAYA HOTEL

## - PREAMBLE.-

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

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

1. Hotel establishments must have an internal regulation in which mandatory rules will be established for users during their stay, without contravening the provisions of Law 13/2011, of December 23, or this Chapter.
2. The internal regulations will always be available to users and will be displayed at least in Spanish and English, in a visible and easily accessible place of the establishment. This regulation must be published on the establishment's own website, if it exists.
3. The operating companies of the hotel establishments may seek the assistance of the Security Forces to evict from them those who fail to comply with the internal regulations, fail to comply with the usual rules of social coexistence or intend to access or remain in them for a purpose other than the normal use of the service, in accordance with the provisions of article 36.4 of Law 13/2011, of December 23. 4.

The rules of procedure shall specify at least:

- a) The conditions of admission.
- b) The rules of cohabitation and operation.
- c) Information on the administrative organization and responsible person to whom, where appropriate, they must address in those matters related to the operation of the establishment.
- d) List of complementary services provided by companies other than the mining entity and identification of the companies responsible for their provision.
- e) Information to users about the facilities or services that suppose a risk and the security measures adopted in this regard.
- (f) Admission of animals and conditions for this admission.
- g) In general, all the circumstances that allow and favor the normal development of the enjoyment of the

facilities, equipment and services.

In compliance with and development of the aforementioned Decree-Law, this Hotel Establishment has prepared these Internal Regime Regulations in which the mandatory rules for users during their stay are established; persons hereinafter referred to as Customers.

These Regulations are available to you, as a Client, at all times both in its Spanish language version and in its English language version; can be consulted at the request of the reception staff, as well as on our website.

## CHAPTER I

### Conditions of admission

#### Article 1.- Conditions of admission.

1.1.- This Hotel is considered, for all purposes, of establishment for public use, although admission or permanence may be denied:

a) Lack of accommodation capacity or facilities.

b) For failing to comply with the admission requirements.

c) For adopting behaviors that may cause danger or discomfort to other people, whether they are users or not, or that hinder the normal development of the activity.

1.2.- Our Establishment will seek the assistance of the Security Forces and Bodies to evict those who fail to comply with these Internal Regime Regulations; fail to comply with the usual rules of social coexistence; or intend to access or stay in the Hotel for a purpose other than the normal use of the service.

#### Article 2.- Admission requirements.

2.1.- It will be a prerequisite to make use of the hotel room to properly complete the admission document upon arrival at the Hotel; being so that at that time you will be informed about your rights and obligations as a Client, as well as about the existence of these Internal Regime Regulations.

2.2.- When completing the admission document, you must present an official document that identifies you and that will also serve so that the Hotel can complete the corresponding entry part in accordance with current regulations on registration books and entry parts of travelers.

2.3.- Once the admission document has been completed, you will be given your copy, which will include, at least, the name, classification and registration code in the Andalusian Tourism Registry of the Establishment, the identification of the room, the number of people who are going to occupy it, the dates of entry and exit, the food regime contracted and, when the accommodation contract has been signed between you and the Hotel directly, the total price of the contracted stay, giving you, in this case, the original document corresponding to the contract.

### Article 3.- Rights.

The rights of you as a Customer of this establishment are:

- a) Receive truthful, sufficient, understandable, unequivocal information, and prior to the contracting of the accommodation period, as well as on the full final price, including taxes, with a breakdown, where appropriate, of the amount of the increases or discounts that are applicable to any possible offer.
- b) Obtain the documents that prove the terms of the contract.
- c) Access our Establishment in the contracted terms.
- d) Receive the services under the agreed conditions.
- e) Have duly guaranteed in our Hotel your safety and that of your property, as well as your privacy; and be informed of any conjunctural inconvenience that could alter your rest and tranquility.
- f) Receive information about the facilities or services that pose a risk and the security measures adopted.
- g) Receive an invoice or ticket of the price paid for the services provided.
- h) Formulate complaints and claims and obtain information on the procedure for submitting them and their treatment.

### Article 4.- Obligations.

Your obligations as a Customer of this establishment are:

- a) Observe the rules of coexistence and hygiene.
- b) Respect these rules of internal regime.
- c) Respect the agreed date of departure from the Establishment leaving the room free.
- d) Pay for the services contracted at the time of presentation of the invoice or within the agreed period, without the fact of submitting a claim implying exemption from payment.
- e) Respect this Establishment, its facilities and its equipment.
- f) Respect the environmental environment.
- g) Keep the card that opens the hotel with the best diligence, being obliged to pay the amount of € 5 if it is lost or damaged.

## CHAPTER II

### Rules of operation and coexistence

## Article 5.- Reservation.

5.1.- All reservations will include the date of the stay, amount and type of room with their diet, cancellation policy and complementary services additionally contracted; also stating the total and breakdown price for each of these concepts, unless it has been offered as a package at the agreed global price.

5.2.- Prior to making your reservation and by the same means used to make it, or another that you choose, you will be informed of your rights and obligations, among others, of the cancellation policy of said reservation, which will conform to the following conditions:

a) If the reservation is canceled less than fourteen days in advance, you will be required to pay half of the total amount of your reservation.

b) If you leave the reserved room before the date until which you had it reserved, you will be billed for the services provided until that moment and the rest of the total of your reservation if it is high season, unless the staff deems it convenient to offer you another option according to each specific case.

c) In the case of non-refundable rates, the conditions that have been previously agreed will apply.

d) If the cancellation of the reservation is motivated by circumstances of force majeure, including a situation of crisis or health emergency that affects your place of residence or the place where this Establishment is located, the provisions of paragraphs a) and b) will not apply, but you will receive a bonus, with an expiration of one year, to stay at another time and under the same conditions, although subject to availability.

5.3.- The confirmation by us of your reservation will be considered a tourist accommodation contract; leaving a physical or electronic record available to you.

5.4.- When you have obtained confirmation of your reservation, we will put at your disposal the type of room reserved on the agreed date.

5.5.a.- If we confirm your reservation without requiring any advance as a signal, it will be kept until the agreed time, and if it has not been arranged, the reservation will be kept until 6:30 p.m. on the appointed day.

## Article 6.- Price.

6.1.- You, as a Client, must pay for the services contracted at the time of presentation of the invoice or within the agreed period, without the fact of submitting a claim implying exemption from payment. In the case of stays longer than one week, the services may be billed weekly.

6.2.- The payment of the price may be made by prior bank transfer; bank card; or in cash up to the quantitative limit in force at any time according to law.

6.3.- In case the payment of the services is required prior to the provision of the same, we will expressly

state it in our advertising.

6.4.- In case of requesting the data of your bank card; the advertising shall state whether it is used as a guarantee of performance of the contract or as an advance payment.

6.5.- We reserve the right to demand that, when making a reservation, you make an advance of the price as a signal, which will be understood as payment on account of the amount resulting from the services provided.

Article 7.- Occupation period.

7.1.- As a client, you will have the right to the occupation of the room from 12:00 pm on the first day of the contracted period until 12:00 pm on the day indicated as the departure date. On dates of maximum occupancy of the establishment, the delivery of your room may be delayed for a period of time not exceeding two hours.

In any case, you can access the common facilities of our Establishment from 12:00 pm on the day of your arrival and you can leave your belongings at reception until the availability of your room.

7.2.- Unless otherwise agreed, the extension in the occupancy of your room for a longer time than contracted will generate the obligation to pay the established amount "late check-out".

7.3.- You may stay accommodated more days than those specified in the admission document, provided that there is prior agreement due to availability.

In case of agreement, it will be understood as an extension of the first contract and will be recorded in the same admission document.

7.4.- The occupation and stay of more people than those established in the reservation will not be allowed. In that case, the rate fixed for the number of people who actually occupy it will be paid.

Article 8.- Room cleaning service.

The cleaning service of the rooms is daily, from 10:00 a.m. to 2:00 p.m.

Article 10.- Prohibitions.

10.1.- The occupation and stay of more people than those established in the reservation will not be allowed. In that case, the rate fixed for the persons who actually occupy it will be paid.

10.2.- Smoking is prohibited throughout the Establishment, except for the areas enabled for it.

10.3.- This Establishment does not admit animals, except for people accompanied by guide dogs due to visual dysfunctions.

Article 11.- Limitations.

11.1.- Access to an area or facility of the Hotel will be limited:

a) When violent attitudes are shown or manifested, in particular when it behaves aggressively or provokes altercations.

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

In particular, access, or where appropriate permanence, will be prevented to people who are using drugs, narcotic or psychotropic substances, or show symptoms of having consumed them, and those who show signs of obvious behaviors of being intoxicated.

(f) When wearing clothing or symbols that incite violence, racism or xenophobia.

11.2.- This Establishment may seek the assistance of the Security Forces and Bodies to evict those who fail to comply with any of the limitations listed in the previous section.

#### Article 12.- Advice and suggestions

1. Monitor and control your baggage. Don't leave it unattended.

2. Keep an eye on and control your belongings don't leave them unattended.

3. Keep the door closed when you are in your room. Close your bedroom door when you leave it, and try to open it again to make sure it is properly closed, even if your absence is only for a short time.

4. Close your luggage when not in use and place it in your closet. If your luggage is locked, always use it.

5. Never display jewelry, money, or valuables in your room.

6. Immediately notify the Hotel Management of any abnormal facts that you appreciate such as: suspicious people in the hallway, repeated phone calls from people who do not identify themselves, knocks to the door of your room from people 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 or restaurant staff is authorized to provide you with a new key to open your room.

8. In case you smoke on the terrace of the room, our security measures require that you turn off your cigarette before retiring to rest.

9. Do not bother if you are asked at Reception to identify yourself when requesting a new key, it is for your safety.

10. When you establish social relations with strangers, do not disclose the name of the Establishment or the number of your room.

11. Never allow people into your room with deliveries that have not been requested.

12. Never discuss specific plans for future excursions, outings, etc., in public or with strangers.

13. If you want the room to be arranged, hang the "Please fix the room" sign on the outside of your bedroom door. If you want not to be disturbed, hang up the "Please don't bother" notice.

14. If you discover any type of deterioration or anomaly, please contact Reception.

15. Respect the areas in which the rooms are located during the night and siesta hours, and in general, avoid making noise unnecessarily.

16. Please use the facilities properly, respecting the furniture.

18. Please respect the schedules of all Hotel facilities.

19. We appreciate your participation in the event that, during your stay at the Establishment, any accident and evacuation drill is practiced.

20. Some schedule may change depending on the time of year.

### CHAPTER III

Information about the administrative organization of the hotel

Article 14.- Doubts and miscellaneous issues.

In any case in which doubts or questions arise regarding the operation of our Hotel, you can contact the Reception staff, where they will be resolved or, failing that, you will be contacted with the staff authorized to resolve your question or doubt; being the director of the Hotel the maximum responsible for it.

### 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 operator of the Hotel, which you can find out at the Reception

15.2.- This Hotel is not responsible for the services provided by companies other than the operator of this Establishment.

### CHAPTER V

Information to users about the facilities or services that pose a risk and the security measures adopted in this regard.

Article 16.- Security of facilities and services.

16.1.- All the facilities or services of our Hotel are equipped with measures that favor or guarantee your



safety at all times.

16.2.- However, if you consider that the use of any facility or service may pose any risk to your health or physical integrity, we strongly ask you to contact our reception service to inform and dispel any question that has arisen in this regard.

16.3.- In any case, if you feel doubts about the use of any facility or service that may pose risks to your health or physical integrity, opt for another service or installation.

## CHAPTER VI

### Health emergencies or crises

Article 18.- Protocols of action in cases of emergencies or health crises.

18.1.- In the event that the Authorities declare an emergency or health crisis situation that affects the normal development of our Hotel, it will be announced on our website so that, as a Client, you know the measures that are adopted and comply with them.

18.2.- The Client who, in an emergency situation or health crisis declared by the Authorities, fails to comply with the measures, mandatory or recommended, that have been adopted in this Establishment may motivate the immediate termination of their accommodation contract; your stay is cancelled without the right to any refund, and with notice to the competent Authority.