



INTERNAL RULES & REGULATIONS

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PREAMBLE. -

Andalusia's Decree-Law 13/2020 of May 18th,¹ which, among other things, establishes measures related to hotel establishments, provides in Chapter I their organisation, as well as the regulation of their technical conditions and provision of services.

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

- 1.** Hotel establishments must have internal regulations that establish mandatory rules for users during their stay, which may not contravene the provisions of Law 13/2011 of December 23rd,² or the provisions of this Chapter.
- 2.** The internal regulations shall always be available to the users and shall be displayed, at least, in Spanish and English, in a visible and easily accessible place of the establishment. These regulations shall be published on the establishment's own website, if any.
- 3.** The companies operating the hotel establishments may seek the assistance of Security Bodies to evict those who do not comply with the internal regulations, as well as those who do not comply with the usual rules of social coexistence or who intend to enter or remain in the establishment for purposes other than the normal use of the service, in accordance with the provisions laid down in Article 36.4 of Law 13/2011 of December 23rd.
- 4.** The internal regulations shall specify, at least:
 - a)** The conditions of admission.
 - b)** The rules for coexistence and operation.
 - c)** Information on the administrative organisation and responsible person to whom, where appropriate, questions regarding the functioning of the establishment must be addressed.
 - d)** The list of complementary services provided by different companies to the operating entity and identification of the companies responsible for providing them.
 - e)** Information to the users on the facilities or services that pose a potential risk and the security measures adopted in this regard.
 - f)** Information on the admission of animals and conditions for such admission.
 - g)** In general, all the circumstances which allow and favour the normal enjoyment of the amenities, equipment and services.

In compliance of the aforementioned Decree-Law, this hotel establishment has developed these Internal Rules and Regulations in which the mandatory rules for users during their stay are set out; users that hereafter shall be referred to as Clients.

This Regulation is available to clients, at all times, in both Spanish and English versions, and can be consulted by requesting a copy at reception, or by visiting our web page.

¹ Published in the Official Gazette of the Andalusian Regional Government, Extraordinary No. 27 of May 18th, 2020

² Law 13/2011 of December 23rd, on Tourism in Andalusia.

CHAPTER I

Conditions of admission

Article 1.- Conditions of admission.

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

- a) For lack of accommodation capacity or facilities.
- b) For not complying with the admission requirements.
- c) For adopting behaviours that may endanger or disturb other persons, whether they are users or not, or that hinder the normal development of the activity.

1.2.- Our establishment may seek the assistance of Security Bodies to evict those who do not comply with these Internal Regulations; who do not comply with the usual rules of social coexistence; or who intend to enter or stay in the Hotel for a purpose other than the normal use of the service.

Article 2.- Admission requirements.

2.1.- In order to make use of the hotel room, the admission document must be properly completed on arrival at the Hotel, at which time you shall be informed of your rights and obligations as a Client, as well as of the existence of these Internal Rules and Regulations.

2.2.- During completion of the admission document, the client must present an official identity document which shall be used by the Hotel to fill in the corresponding entry form in accordance with current regulations on record books and entry forms for travellers.

2.3.- Once the admission document has been completed you shall receive a copy, which shall include, at least, the establishment's name, classification and registration code in the Andalusian Tourism Register, the identification of the room, the number guests, the dates of arrival and departure, the contracted food programme and, in the case that the accommodation contract has been signed between you and the Hotel directly, the original document corresponding to the contract indicating the total price of the stay.

Article 3.- Rights.

As a Client of this establishment you have the rights to:

a) Receive true, sufficient, understandable and unequivocal information prior to contracting the accommodation period, as well as the total price, including taxes, with a breakdown, where applicable, of the amounts and discounts applicable to any possible offer.

b) Obtain the documents that accredit the terms of the contract.

c) Access our establishment under the terms contracted.

d) Receive the services under the agreed conditions.

e) Have your safety and the safety of your property, as well as your privacy, duly guaranteed in our Hotel; and to be informed of any circumstantial inconvenience that could alter your peace and quiet.

f) Receive information about the facilities or services that pose a potential 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 how to submit them and their treatment.
- i) Consult the terms of the privacy policy published on our website.

Article 4.- Obligations.

As a Client of this establishment you are obliged to:

- a) Observe the rules of coexistence and hygiene.
- b) Respect the internal rules and regulations.
- c) Respect the agreed date of departure from the establishment by vacating the room on time.
- d) Pay for the services contracted at the time of reception of invoice or within the agreed period, and no complaints or claims submitted shall imply exemption from payment.
- e) Respect this establishment, its facilities and equipment.
- f) Respect the environment.

CHAPTER II

Rules of operation and coexistence

Article 5.- Reservation.

5.1.- All reservations shall include the date of the stay, the quantity and type of rooms with their corresponding food programmes, the cancellation policy and the additionally contracted complementary services; stating the total and detailed price for each of the concepts, unless they were offered as a package at an agreed inclusive price.

5.2.- You shall be informed, prior to making your reservation and by the same means used to make it, or by other means of your choosing, of your rights and obligations and, among others, of the cancellation policy of said reservation, which shall conform to the following conditions:

- a) If the reservation is cancelled with less than two days' notice, you shall be required to pay one night's stay for every ten or fraction thereof.
- b) If you vacate the reserved room before the last day of reservation, you shall be invoiced for the services provided until that moment plus a penalty of one night for every ten or fraction of the stay not made.
- c) In the case of non-refundable fees, the conditions previously agreed upon shall be applied.
- d) If the cancellation is due to circumstances of force majeure, including a situation of crisis or health emergency affecting your place of residence or the place where this establishment is located, the provisions of paragraphs a) and b) shall not be applicable, instead you shall receive a voucher, with a validity of one year, to stay at another time and under the same conditions, albeit subject to availability.

5.3.- Our confirmation of your reservation shall be considered as a tourist accommodation contract; a physical or electronic record shall be available to you.

5.4.- After the confirmation is obtained, you shall have available the type of room reserved on the agreed date.

5.5.a.- If your reservation has been confirmed without requiring any advance payment, it shall be kept until the agreed time, and if the time has not been agreed, the reservation shall be kept until 8 p.m. of the agreed date.

5.5.b.- If you have paid in advance, your reservation shall be kept without any time limit for the number of days covered by the deposit, unless otherwise agreed.

Article 6.- Price.

6.1.- Clients must pay for the services contracted at the time of reception of invoice or within the agreed period, and no complaints or claims submitted shall imply exemption from payment. In the case of stays longer than a week, services may be invoiced on a weekly basis; and if the clients' invoice exceeds 2,000 euros, a letter shall be sent to their room, requesting them to go to the reception area and carry out the payment of the amount due up to that moment.

6.2.- Payment may be made by prior bank transfer, credit card or in cash up to the quantitative limit in force at any given time in accordance with the law.

6.3.- If payment in advance is required for the provision of services, it shall be expressly stated in our advertising.

6.4.- In the event that you are asked for your credit card details, it shall be stated in the advertising whether the card is used as a guarantee of compliance with the contract or as an advance payment.

6.5.- When making a reservation, we reserve the right to request advance payment of the price as a deposit, which shall be understood as payment of the resulting amount for the services provided.

Article 7.- Period of occupancy.

7.1.- As a client, you shall have the right to occupy the room from 12 p.m. of the first day of the contracted period until 12 p.m. of the day indicated as the departure date. On dates of maximum occupancy, the delivery of the room may be delayed for a period of time not exceeding two hours. In any case, you shall have the right to access the amenities of our establishment from 12 p.m. of the date of your arrival. Due to the current Covid-19 crisis, the client may be requested to vacate the room at 11:30 a.m. on the date of departure and be granted access to the room no later than 3:00 p.m. on the date of arrival.

7.2.- Unless otherwise agreed, the extension of the occupancy of your room for a longer period than contracted shall generate the obligation to pay the established late check-out fee.

7.3.- You may stay longer than the number of days specified in the admission document, as long as there is prior agreement regarding availability. In case of agreement, it shall be understood as an extension of the first contract and shall be stated in the same admission document.

7.4.- The occupancy and stay of two people in a double room that has been contracted for a single person shall not be permitted. In this case, the rate set for double use must be paid.

Article 8.- Hotel safe and in-room safe services.

8.1. Safe services are available at this establishment for the custody of money and valuable objects, which may be deposited in the reception area, with a daily fee of 3.63 euros. Likewise, all rooms are equipped with a safe, the use of which is not subject to rental costs.

8.2.- Our hotel is not responsible for the loss or theft of money or valuables that are not deposited in the hotel safe located at reception and their value properly declared in writing. If not declared, we shall be liable up to a limit of 3,000 euros. This establishment shall not be liable for money or valuables deposited in the in-room safe exceeding the value of 3,000 euros.

Article 9.- Room cleaning service.

The room cleaning service is daily, from 9:00 a.m. to 5:00 p.m.

Article 10.- Prohibitions.

10.1.- The occupancy and stay of two people in a double room that has been contracted for a single person shall not be permitted. In this case, the rate set for double use must be paid.

10.2.- Smoking is forbidden in the whole establishment, except in the areas designated for this purpose. Smoking in the rooms is expressly forbidden. Due to the current Covid-19 crisis, and the regulations contained in the Official Gazette of the Government of Andalusia (BOJA) of August 17, 2020, smoking is forbidden throughout the hotel, the SOLEO beach restaurant and the lounge area while these rules remain in force.

10.3.- It is forbidden to bring and consume food or drinks obtained outside of the Hotel facilities.

10.4.- It is forbidden to hang towels or any other item of clothing on the railings of the terraces of the rooms. The terraces have clothesline for this purpose.

Article 11.- Limitations.

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

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

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

c) When the minimum age required for access to the area or facility according to the current regulations has not been reached.

d) When violent attitudes are shown or manifested, especially when behaving in an aggressive manner or provoking altercations.

e) When causing situations of danger or disturbance to other clients, or when not complying with the conditions of hygiene.

In particular, access or stay, when appropriate, shall be prevented to persons who are consuming drugs, narcotics or psychotropic substances, or show symptoms of having consumed them, and those who show signs or evident behaviours of being intoxicated.

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

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

11.3.- Clients who find themselves in any of the situations envisaged in section 11.1 of this article shall be obliged to pay any expenses incurred up to the moment of prohibition of access, or stay, to the Hotel premises.

Article 12.- Basic rules on clothing and cleanliness.

12.1.- With the exception of the hammock, swimming pool and beach areas, the Client must be clothed in accordance with the etiquette required for specific services, such as dinner.

12.2.- It is forbidden to walk barefoot in the establishment, except in the hammock, swimming pool and beach areas.

12.3.- Litter bins and ashtrays must be used.

Article 13.- Advice and suggestions.

1. Monitor and control your baggage. Do not leave it unattended.
2. Monitor and control your belongings both on the beach and swimming pool areas, do not leave them unattended.
3. Keep the door to your room closed while inside. Close the door when you leave it, and try to open it again to make sure that it has closed properly, even if your absence is only for a short time.
4. Close your luggage when you are not using it and place it in your wardrobe. Always lock your luggage, if it has one.
5. Never display jewellery, money or valuables in your room.
6. Notify any abnormal event experienced to the Hotel Management, such as: people behaving suspiciously in hallways, repeated telephone calls of unidentified people, door calls from unknown people or failing to find anybody at the door when answering door calls.
7. If you forget or lose your key, only the reception staff is authorized to provide you with a new key to open your room.
8. In case of smoking on the room's terrace, our security measures require you to put out your cigarette before heading inside. Due to the current Covid-19 crisis, smoking is forbidden throughout the hotel.
9. Do not be upset if you are asked to identify yourself when requesting a new key at Reception, it is for your own safety.
10. When you establish social relationships with strangers, do not mention 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 tidied, hang the "Please tidy up my room" sign outside your bedroom door. If you do not want to be disturbed, hang the "Please do not disturb" sign.
14. If you discover any type of deterioration or anomaly, please contact the Reception.
15. The electrical installation in your room supports 220 Volts.

16. Respect the room areas during night and siesta hours, and in general, avoid making any unnecessary noises.
17. Please make proper use of the facilities and respect the furniture and gardens of the Hotel.
18. Please respect the schedule of all Hotel facilities.
19. We appreciate your participation in any disaster and evacuation drill during your stay at the hotel.
20. Some schedules or services may vary depending on the time of year.

CHAPTER III

Information on the administrative organisation of the hotel

Article 14.- Miscellaneous doubts and questions.

In cases where you have doubts or questions regarding the operation of our Hotel, you may contact the Reception or the Customer Service staff, who shall resolve them or, failing that, shall put you in contact with the personnel authorised to resolve your doubts or questions; the director of the Hotel being the person ultimately responsible for these issues.

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 a variety of excursions, services and experiences provided by companies other than the Hotel operator. You may obtain information about these activities at Reception or from our Customer Service.

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

15.3.- Our establishment offers a unique exhibition space of integrated art within the Hotel. Photography, fashion, design, sculpture, video art and painting find a place to interact with those who enjoy original and transgressive creations. Walking down the communal areas becomes a global art experience in which sensations are awakened; we beg our clients to please respect and not touch the works of art on display; if you are interested in acquiring any of the pieces, you may ask for information at Reception or from our Customer Service Department.

15.4.- The schedules of the activities and musical performances may be modified without previous notice.

CHAPTER V

Information on other services provided directly by the Hotel

Article 16.- Services provided by the Hotel.

16.1.- This Hotel offers the following services to the Clients: Parking and Garage; Restaurant and Bar; "Exclusive Lounge" area; "Exclusive Spa"; Adult Pool (available during summer – during winter the pool is heated and covered, and can be used by all guests) and Family Pool; Beach Loungers (during season); Gym.

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

PARKING AND GARAGE

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

This service is subject to payment according to current rates.

When parking the vehicle, only one parking space must be occupied. If you occupy more than one space, you must pay the amount corresponding to the number of spaces used.

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

For security reasons, vehicles are not allowed to park at the main entrance of the Hotel. It shall only be allowed during the loading and unloading of luggage.

RESTAURANT / BAR

The buffet restaurant is open from 07:30 a.m. to 11:00 a.m. for breakfast. Clients may request a continental breakfast service delivered to their rooms (subject to a supplemental fee). The buffet dinner is open from 07:00 p.m. to 10:00 p.m. (in winter) and from 07:30 p.m. to 10:30 p.m. in summer. The dinner service shall be buffet or menu depending on the number of clients using this service.

In the rest of the bar and restaurant areas, meals are served a la carte from 11:00 a.m. to midnight.

It is not allowed to take food out of the buffet restaurant.

Access to the restaurant and bar is not allowed in swimwear only.

Access to dinner service is not allowed in sportswear, swimwear, shorts, tank tops or similar t-shirts.

Room service is available from 11:00 a.m. to midnight. This service has a 20% increase on the prices of the menu itself, as stipulated.

EXCLUSIVE LOUNGE

The "Exclusive Lounge" is open Monday to Sunday from 11:00 a.m. to 09:00 p.m.

Access is only allowed for "Exclusive lounge" Clients, other Clients who have not contracted the "Exclusive Lounge" service are not allowed to enter.

Access to the "Exclusive Lounge" by members of the Club de Amigos is subject to the special conditions in force at the time of the stay. In the event that such access is granted, the client shall be informed in writing at the time of making the reservation.

All the food and drinks available, which are constantly being replenished, are for the enjoyment of those who have contracted the "Exclusive Lounge" and can only be consumed within the designated area.

It is not allowed to take food or drinks out of the "Exclusive Lounge" area.

Access to the "Exclusive Lounge" in swimwear or without a t-shirt is not allowed.

The maximum capacity of the "Exclusive Lounge" is indicated at the entrance.

For everyone's benefit, furniture must not be moved.

In case of doubts, breakdowns or absence of references, please contact the Reception as soon as possible.

EXCLUSIVE SPA

Clients who has contracted the "Exclusive" service may enjoy, at no additional cost and for one hour per stay (subject to availability), the hydrotherapy circuit of the Spa located in "Amàre Beach Hotel Marbella", under the following conditions:

The Spa is open Monday to Sunday from 11:00 a.m. to 7:00 p.m.

In order to enjoy the hydrotherapy circuit, it is necessary to reserve in advance. The use of a hair cap is mandatory.

The treatments offered by the Spa are subject to fees.

For reasons of hygiene and health, the use of the flip-flops provided in the Spa is mandatory for access to the hydrotherapy circuit.

Swimwear is required to use of the sauna and the Turkish bath.

The use of the Spa towels is exclusive to the centre; they cannot be used in any other Hotel service.

Children under 16 years old are not allowed to enter.

To cancel a reservation for any type of treatment it is necessary to notify the Spa Reception two hours in advance; otherwise, 50% of the treatment shall be charged to the room. In the event that the Spa is closed two hours before, Clients must then notify the Hotel Reception, indicating the room number and treatment reserved.

The EXCLUSIVE SPA service at "Amàre Beach Hotel Marbella" shall be available during the opening dates of that hotel and subject to the "Exclusive" benefits detailed in the conditions of the reservation.

SWIMMING POOL AND BEACH

The swimming pool is open from 09:00 a.m. to 06:30 p.m. in winter and from 09:00 a.m. to 07:30 p.m. in summer. The lifeguard service is available during these same hours.

Access to the swimming pool shall only be allowed to Clients staying in the establishment, and to those who have paid the access fee, if available.

Access to street vendors or external masseurs is not allowed. Purchasing from street vendors and the use of external masseurs is expressly forbidden. The use of the

latter service is particularly discouraged as it is not regulated by law and has no hygiene or safety measures.

The swimming pool located in the eastern area shall be available during summer exclusively for clients over 16 years old.

In the summer season, "Exclusive" clients can make use of the "Exclusive" solarium.

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

The use of the pool and beach loungers is free of charge. The establishment has a "No Reservations for Loungers" policy so that all Clients may have access to them. The staff may remove any belongings from the loungers that are not being used. Clients who wish to keep their loungers during lunchtime, provided that they go to one of the Hotel's restaurants, may request assistance from the lifeguard staff to keep their loungers reserved for this purpose for up to one hour.

It is forbidden to bring room towels to the swimming pool or beach areas. We provide towels free of charge for the exclusive use of the pool or beach by means of a card system. Clients may collect/deliver the pool/beach towels daily at the eastern pool. If the towels are not returned, an extra fee of 10.00 euros per towel shall be made on the invoice.

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

It is forbidden to consume food and drinks in the swimming pool and beach areas, if these have not been purchased at any of the establishment's sales points.

Please make use of the litter bins and ashtrays.

GYM

The Gym is open Monday to Sunday, from 7:00 a.m. to 11:00 p.m.

Presence in the gym shall be limited to Clients performing physical exercises. Clients who are not actively using this room, as well as children under the age of 16, are not allowed.

Suitable sports clothing and footwear must be worn in order to use the gym equipment.

For reasons of hygiene in order to avoid possible infections, as well as the deterioration of the equipment, the use of personal towels is mandatory. Once the exercise session is over, please deposit the used towel in the container indicated for such use.

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

The maximum capacity of the gym is indicated at the entrance.

For everyone's benefit, please return the gym equipment to its corresponding place at the end of your workout. Likewise, please exercise the utmost care when using the equipment in order to avoid premature deterioration.

In case of doubts or malfunctions, please contact the Reception or Customer Service Department as soon as possible.

CHAPTER VI

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

Article 17.- Safety of facilities and services.

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

17.2.- However, if you consider that the use of any facility or service may involve a potential risk to your health or physical integrity, we strongly request that you contact our Customer Service Department to inform you and dispel any questions you may have regarding them.

17.3.- In any case, if you have any doubts about 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

Admission of animals and conditions for admission

Article 18.- Accommodation for dogs.

This establishment admits dogs, subject to the following conditions:

a) When making the reservation you must indicate that you shall be staying with a dog.

b) Only one dog per room shall be admitted, and it may not weigh more than five kilograms (5Kg).

c) The accommodation of your pet is subject to a daily fee of 17.00 Euros per dog. This price includes a kit in the room consisting of: bed; towel; food and water bowl; as a gift we provide a welcome snack; toothbrush; and a waste bag holder.

d) During completion of the admission document, the dog's passport or official health card must be handed in, duly updated and stamped by a registered veterinarian, and it must state: name of the animal; weight; breed; age; and vaccination certificate.

e) Your dog must have undergone anti-parasite treatment before its arrival at the Hotel.

f) Your dog must have an electronic identification microchip.

g) When taking your dog to any part of the hotel, you must keep it on a leash or in your arms, taking all necessary precautions to prevent it from escaping.

h) The cleaning staff will not tidy the room if they detect that the dog is without the supervision of its owner.

i) The dog may only be left in the room if a contact mobile phone is left at Reception.

j) You and your dog may enjoy a space fitted out for the recreation of your pet on the Pinetreeclub terrace.

k) Appropriate measures must be taken at all times to ensure that your dog does not disturb the rest of the hotel's guests and staff in any way. Otherwise, the management reserves the right to ask you to leave the hotel.

l) It is forbidden:

To accommodate breeds of dogs classified as dangerous.

To stay with your dog in the communal areas of the Hotel, such as gardens, bars and restaurants, common terraces, swimming pools, or the beach.

To allow the dog to walk around the hotel without you.

CHAPTER VIII

Health emergencies or crises

Article 19.- Action protocols in the event of health emergencies or crises.

19.1.- In the event that the Authorities declare a health emergency or crisis situation that affects the normal development of our Hotel, it shall be announced on our web page so that Clients may be aware of the safety measures adopted and are able to comply with them.

19.2.- If Clients do not comply with the safety measures adopted by this establishment during a health emergency or crisis situation declared by the Authorities, be they recommended or mandatory, it may justify the immediate cancellation of their accommodation contract; their stay shall be cancelled without any right to a refund, and notified to the competent Authority.