

**PROPERTY NAME:**

**FUERTE CONIL RESORT**

**Nº RTA**

**H/CA/01475**

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## **REGULATION OF INTERNAL REGIME**

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## **REGULATIONS OF INTERNAL REGIME**

The people who access this hotel shall be obliged to comply this regulation, in which does not contravene Law 13/2011, of December 23, on Tourism, Decree Law 13/2020, of May<sup>1</sup> 18th, on hotel establishments, and other rules and precept of application.

Article 25 of Decree 13/2020 stipulates:

1. The hotel establishment will be able to have a Regulations of Internal Regime where legally binding rules will be stated for the users during the stay.
2. The internal regulations will always be available to the guests and will be displayed, at least in Spanish and English, in a visible and easily accessible place in the establishment. These regulations must be published on the establishment's own website.
3. The hotel establishment may seek the assistance of the Security Forces to evict from the establishment those who do not comply with the internal regime regulations, co-habitation rules or remain in it for any other purpose than normal use of the service, in accordance with the provisions of article 36.4 of Law 13/2011, of December<sup>2</sup> 23.
4. Regulations of Internal Regime will specify at least:
  - a) The conditions of admission.
  - b) The coexistence and working rules.
  - c) Information on the administrative organization and responsible person to whom they will have to contact in matters relating to the operation of the establishment.
  - d) List of complementary services provided by different companies than the establishment and identification of the companies responsible for providing the services.
  - e) Information to users about the facilities or services that pose a risk and the security measures adopted in this regard.
  - f) Admission of animals and conditions.
  - g) those things that allow and help the normal enjoyment of the facilities, equipment and services.
5. The owners or employees of the hotel establishment will be able to ask the police to help them throw out those guests that break the regulations or try to stay in the establishment with a different purpose to the normal use of the establishment service, just as stipulated in Artº 36.4 of the Law 13/2011, on 23rd de December.

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

<sup>2</sup> Law 13/2011, of December 23, on Andalusia Tourism



These Regulations are available to you, as a guest, at all times in both its version in Spanish and in its version in English; This can be consulted on the notice board located in the reception area, as well as on our website.

## **CHAPTER I**

### **Admission conditions**

#### **Article 1.- Admission conditions.**

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

- a) Due to lack of accommodation capacity or facilities.
- b) For failing to comply with the admission requirements.
- c) For adopting behaviors that may cause danger or annoyance to other people, whether users or not, or that hinder the normal development of the activity.

**1.2.-** Our Establishment will seek assistance of the Security Forces to evict from the establishment those who do not comply with the internal regime regulations, co-habitation rules or remain in it for any other purpose than normal use of the service.

#### **Article 2.- Admission requirements.**

**2.1.-** Guests have to sign and properly fill out the admission document upon arrival at the Hotel. At that time you will be informed about your rights and obligations as a Client, as well as about the existence of this Internal Regulation.

**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 report in accordance with current regulations on registration books and entry reports for travelers.

**2.3.-** Once the admission document has been completed, you will receive your copy, which will contain, 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 will occupy it, the dates of entry and exit, the food plan contracted and, when the accommodation contract has been signed with the Hotel directly, the total price of the contracted stay in the original reservation document as a contract.



### **Article 3.- Rights.**

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

- a) Receive truthful, sufficient, understandable and unambiguous information prior to contracting the accommodation period, as well as the full final price including taxes and the amount of the increases or discounts that are applicable to any eventual offer.
- b) Obtain the documents that prove the terms of the contract.
- c) Access to our establishment in the contracted terms.
- d) Receive the services under the agreed conditions.
- e) Have your safety and that of your goods duly guaranteed in our Hotel, as well as your privacy. Be informed of any circumstantial inconvenience that could disturb your rest.
- f) Receive information on the facilities or services that pose a risk and the security measures adopted.
- g) Receive an invoice or ticket for the services provided.
- h) Make complaints and obtain information on the procedure for submitting them and their treatment.
- i) Consult the terms of privacy policy that is published on our website.

### **Article 4.- Obligations.**

The following are your obligations as a Guest of this establishment:

- a) Observe the rules of coexistence and hygiene.
- b) Respect the present internal regulations.
- c) Respect the agreed date of departure from the establishment leaving the room free.
- d) Pay for the contracted services at the time the invoice is present. The fact of filing a claim doesn't imply any change of the payment conditions.
- e) Respect this establishment, its facilities and its equipment.
- f) Respect the environment.

## **CHAPTER II**

### **operating and co-habitation rules**

### **Article 5.- Reservation.**

**5.1.-** All reservations will include the date of stay, quantity and type of room with its diet, cancellation policy and additional services contracted. Also including the total price and price for each item, unless it has been offered as a package at an agreed global price.

**5.2.-** Prior to making your reservation, you will be informed of your rights and obligations, among others, of the cancellation policy of said reservation, which will be adjusted to the following conditions:



a) If the reservation is canceled less than two days in advance, the payment of one night's stay will be required.

b) If you leave the reserved room before the departure date reserved, you will be billed for the services rendered up to that moment plus a penalty of one night if you notify it less than three days in advance.

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

d) If the cancellation of the reservation is motivated by force majeure circumstances, including a crisis or health emergency situation that affects the place of residence or the place where this establishment is located, the provisions of paragraphs a) and b), but you will receive a voucher, expiring for one year, to stay at another time and under the same conditions, although subject to availability.

**5.3.-** Our confirmation of your reservation will be considered a tourist accommodation contract; being physical or electronic proof at your disposal.

**5.4.-** When you have obtained confirmation of your reservation, we will make the type of room reserved available to you on the agreed date.

**5.5.-** If you have paid the advance as a signal, your reservation will be kept without time limit for the number of days that the amount of the signal covers, unless otherwise agreed.

## **Article 6.- Price.**

**6.1.-** The Guest must pay for the contracted services at the time the invoice is presented or within the agreed period. The fact of submitting a claim doesn't imply the exemption of payment. In the case of productions over € 1,200.00 or stays of more than one week, the services may be billed weekly.

**6.2.-** Payment of the price can be made by prior bank transfer; credit card ; or in cash up to the quantitative limit in force at all times according to law; currently set at € 999,00; not being able to pay part in cash and part in another different means of payment.

**6.3.-** If the payment of the services is required prior to the provision of the same, we will expressly state it.

**6.4.-** In case of requesting your bank card details; In the advertising, it will be stated whether it is used as a guarantee of fulfillment of the contract or as an advance payment.

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



## **Article 7.- Period of occupation.**

**7.1.-** As a customer, you will have the right to occupy the room from 12 noon on the first day of the contracted period until 12 noon 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 three hours. In any case, you can access the common facilities of our establishment from 12:00 hours on the day of your arrival.

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

**7.3.-** You may stay housed for 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 it will be recorded in the same admission document.

**7.4.-** The occupation and stay of two people in a double room that had been hired as an individual will not be allowed. In that case, the rate set for double use will be paid.

## **Article 8.- Service of security safe and safe in rooms.**

**8.1.-** The rooms at this establishment are equipped with a safe at an additional cost, including taxes, of 3.25 € per day.

**8.2.-** Our Establishment will respond up to € 3,000 for the money or valuables deposited in the room's safe.

**8.3.-** Our Hotel is not responsible for the loss or theft of money or valuables that are not deposited in the room safe

## **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 occupation and stay of two people in a double room that had been contracted as an individual will not be allowed. In that case, the rate set for double use will be paid.



**10.2.-** Smoking is prohibited throughout the Establishment, with the exception of the areas set up for it.

**10.3.-** It is forbidden to introduce food or drinks in our Hotel to be consumed inside it.

**10.4.-** It is forbidden to hang towels or any other garment on the railing of the terraces of the rooms. For this, the terrace has a clothesline.

**10.5.-** This Establishment does not admit animals, except guide dogs.

### **Article 11.- Limitations.**

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

- a) When the established capacity has been completed and in the meantime there is no availability.
  - b) When the closing time of the area or facility has been exceeded.
  - c) When the minimum age established to access the area or facility is lacking according to current regulations.
  - d) When the person who intends to access has not paid for the ticket or locality in cases where it is required.
  - e) When violent attitudes are displayed or manifested, especially when they behave aggressively or cause altercations.
  - f) When it creates situations of danger or inconvenience to other users, or does not meet hygiene conditions.
- In particular access or permanence, will be prevented by people who are consuming drugs, narcotic or psychotropic substances, or show symptoms of having consumed them, and those who show signs of obvious behaviors of being intoxicated.
- g) When wearing clothing or symbols that incite violence, racism, or xenophobia, as well as when not wearing the required clothing according to the area or facility.

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

**11.3.-** The Client who is in any of the situations foreseen in section 9.1 of this article is obliged to pay the expenses generated until the moment of the prohibition of access or permanence in the area or Hotel installation.



## **Article 12.- Basic rules on clothing and cleaning.**

**12.1.-** With the exception of the hammock, pool and beach areas, the Client must be covered with clothing and depending on the label required for some services, such as dinner.

**12.2.-** It is forbidden to walk barefoot through the Establishment, with the exception of the hammocks and swimming pool areas.

**12.3.-** Bins and ashtrays must be used.

## **Article 13.- Advice and suggestions**

1. Watch and control your luggage. Please, do not leave it unattended
2. Monitor and control your belongings both on the beach and in the pool, do not leave them unattended.
3. Keep the door closed when you should be in your room. Close the door every time you leave and try to open it in order to make sure that it is correctly closed, even though your absence should be for a short time only.
4. Close your luggage when you do not use it and put it in your closet. If the luggage has a security lock, use it at all times.
5. Never leave jewellery, money or valuables in your room.
6. Notify immediately Management of any abnormal occurrences such as: suspicious-looking persons along the corridor, repeated telephone calls from unknown people, unknown people knocking on your room door, or not finding anybody when you open it.
7. If you forget or lose your key, only the reception personnel is authorized to facilitate you a new key to open your room.
8. In the event of smoking on the terrace of the room, our security measures require that you put out your cigarette before retiring to rest.
9. Please do not feel bothered if you are asked to identify yourself at reception. It is for your security.
10. When you establish social relations with unknown people, do not reveal the name of the establishment or the number of your room.
11. Never allow people to enter your room with deliveries that have not been asked for.
12. Never discuss specific plans for future excursions in public or with strangers.
13. In case of wishing your room to be done, please, hang the warning: "Please, clean the room", on the door of your room. If you wish not to be disturbed, please, hang the warning: "Please, do not disturb".
14. If you discover some type of deterioration, damage or anomaly, please, inform the reception personnel of it.
15. The electrical system of your room is 220 Volts.
16. Respect the areas where the rooms are located during the night and nap hours, and in general, avoid making unnecessary noise.





17. Please, use the facilities suitably, respecting the furniture and the gardens of the establishment.
18. Please respect the hours of all the Hotel facilities.
19. We thank you for your participation in case that during your stay in the establishment, there were some disaster or evacuation practices.
20. Some schedules can be changed according to the season.

### **CHAPTER III**

#### **Information on the hotel's administrative organization**

##### **Article 14.- Doubts and various questions.**

In all cases in which you have doubts or questions regarding the operation of our Hotel, you may contact the Reception staff or Customer Service staff, where they will be resolved or, failing that, you will contact the authorized personnel 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 you excursions, various services and experiences provided by companies other than the Hotel operator, of which you can obtain information directly from the Customer Service Department.

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

**15.3.-** The schedules of the activities and musical performances may be modified without prior notice.

### **CHAPTER V**

#### **Information about other services provided directly by the Hotel**

##### **Article 16.- Services provided by the Hotel**

**16.1.-** This Hotel offers the Guests the following services: Parking and Garage; Restaurant, Kiosk and bar; Pool; Spa; Gym; and "Forticlub".

**16.2.-** The rules of use of each service are the following:



## **PARKING AND GARAGE**

This service is enabled exclusively for Hotel users and subject to availability of parking spaces.

This service is subject to the payment of a single daily rate per parked vehicle, amounting to 19€ /day.

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

The use of the parking area for the disabled must be justified with the display inside the vehicle of the mandatory card.

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

This establishment is not responsible for the damages produced or received in the vehicles that use the garage service nor for the objects deposited inside them, as well as the theft of the vehicle itself.

## **RESTAURANT / BAR**

The restaurant opening hours are as follows:

Breakfast: 7:30 to 11:00 am. Subject to modifications of demand and season

Lunch: 2:00 to 4:00 pm (only high season)

Dinner: 6:30 to 10:00 pm Subject to modifications of demand and season

Bar Fuerte Costa Luz: 11:00 a 00:30hrs Subject to modifications of demand and season

Fuerte Splendid opening hours only in high season:

11:00am to 12am Bar Fuerte Costa Luz Aprox. Subject to modifications.

12:00pm to 8pm Atlanticoool área Fuerte Costa Conil (upon on availability)

Exclusive service opening hours:

Snack: 11:00 am to 12:00 am / 1:00 to 3:00 pm  
4:00 pm to 6:00 pm / 7:00 pm to 9:00 pm

Drinks: 11:00 am to 9:00 pm



Access to people under 16 years in the "Exclusive Room" is not allowed, even if accompanied by an adult.

It is not allowed to leave the "Exclusive Room" with drinks or food to be consumed outside the solarium area designated for it.

People who do not belong to the "Platinum" or "Diamond" Friends Club or who have not subscribed to the "Exclusive" service and room are not allowed to use the "Exclusive Zone". It is not allowed to remove food from the buffet restaurant.

Swimming clothes, will not be allowed inside the restaurant or bar.

Room service hours are from 10:00 pm to 12:00 am hours. This service has an increase of 20% on the prices of the menu itself.

Hammocks Exclusive Zone:

This area is only intended for the use of the Exclusive Service

Exclusive service hours:

Appetizers: 11:00 am to 12:00 pm / 1:00 pm to 3:00 pm

4:00 pm to 6:00 pm / 7:00 pm to 9:00 pm

Drinks: 11:00 am to 9:00 pm

## **POOL**

The indorpool hours are from 9:00 am to 9:00 pm

The outdoor pool hours are from 11:00 am to 8:00 pm in high season and from 11:00 am to 7:00 pm in low season.

Access to the pool will only be allowed to Guests.

It is not allowed the entry of street vendors and / or external masseurs.

It is not advisable to make use of said services as they are not regulated by law or have any quality regulation.

The use of the shower is mandatory before bathing in the pool.

In the pool you cannot use balls, floats, or mats nor to plunge headlong into the same

The use of the pool loungers is free. The Establishment has a policy of "No Reservations of Sunbeds" so that all users have access to them. The staff of the



Establishment may remove belongings from the loungers that are not used for at least one consecutive hour, provided that there are other users waiting to occupy them; Thus, personal belongings will be transferred and deposited at the Reception.

The use of room towels for the pool or beach is prohibited. We provide free towels for the exclusive use of the pool or beach through a free card system. Pool / beach towels are delivered / collected daily at the Life Guard station. In case of loss of towel, a charge of € 10 will be made on the invoice.

It is forbidden to introduce glasses or other glass objects in the pool area.

The consumption of food and drinks in the pool / beach is prohibited, if they have not been purchased at any point of sale of the hotel establishment.

Please make use of the bins and ashtrays.

### **SPA**

This service-establishment will be available in mid and high season, as long as the Fuerte Costa Luz building is open to the public.

This service is subject to payment of fees based on the treatment to be hired.

To carry out the hydrotherapy circuit, prior reservation is necessary and the use of a hat and flip-flops is mandatory.

For reasons of hygiene and health, to access the hydrotherapy circuit, it is compulsory to use the flip-flops. If you do not have flip flops and/or hats, they can be purchased at the Spa itself.

Use of the sauna and Turkish bath requires bathing suits.

Entry to minors under 13 years of age is not allowed.

To cancel a reservation for any type of treatment, it is necessary to notify the Spa Reception 24 hours in advance; otherwise, 100% of the treatment will be charged to the room.

### **GYM**

The Gym hours are from Monday to Sunday from 8 am to 9 pm.

The presence in the gym will be limited to physical exercises. People who are not using this area are not allowed in the room.



Exercise equipment should be worn with appropriate athletic clothing and shoes for facility class.

The use of a personal towel as a hygiene measure is mandatory in order to avoid possible infections, as well as the deterioration of the machinery.

Smoking and eating food or alcoholic beverages are strictly prohibited in the room.

The maximum number of people that can be in the gym is 8.

For the benefit of all, please put the sports equipment in its corresponding place at the end of the training sesión and review the machines that have been used with the cleaning material provided. In this regard, the utmost care is requested with the material in order to avoid premature deterioration.

In case of doubts or faults, please notify us as soon as possible at Reception or Customer Service dialing the number 9 from the telephone that is at your disposal in the room.

### **FORTI CLUB**

This service is exclusively enabled for Hotel users and is not subject to a fee.

This service is intended only for children between 4 and 12 years old

In low season, the service will only be provided on weekends.

In medium and high season, the service will be daily.

The conditions of use and enjoyment of the same can be consulted at the Hotel Reception, directly with the hotel's webapp, as well as request it by email in case you are interested in knowing them before making your reservation.

## **CHAPTER VI**

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

#### **Article 17.- Security on facilities and services.**

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



**17.2.-** However, if you consider that the use of any installation or service may pose any risk to your health or to your physical integrity, we urge you to contact our Customer Service to inform you and dispel any question that has raised about it.

**17.3.-** In any case, if you have doubts that the use of any facility or service could pose risks to your health, choose another service or facility.

## **CHAPTER VII**

### **Health emergencies or crises**

#### **Article 18.- Action protocols in cases of emergencies or health crises.**

**18.1.-** If 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 Guest who in an emergency situation or health crisis declared by the Authorities fails to comply with the mandatory or recommended measures that have been adopted in this Establishment may motivate the immediate termination of their accommodation contract. His stay may be canceled without the right to any refund, and with notice to the competent authority.

## **CHAPTER VIII**

### **Admission of animals and conditions for said admission**

#### **Article 19.- Dog accommodation.**

It is forbidden for people accompanied by animals to enter and remain inside this establishment, with the exception of people accompanied by guide dogs, as established by Law 5/1998, of 23 November, on the use in Andalusia of guide dogs by people with visual dysfunctions, and people accompanied by assistance dogs, as regulated by Law 11/2021, of 28 December, which regulates assistance dogs for people with disabilities in Andalusia.

## **CHAPTER IX**

### **Personal information**

#### **Article 20.- Personal data**

Clients' personal data will be processed for the purpose of booking, providing and charging for hotel services. In the case of having your express consent, sending information about offers and services of the hotel. Being able to exercise the rights of access, rectification, deletion (forgetfulness), data portability, limitation and opposition to its treatment, just by requesting it by any means to the hotel



establishment in accordance with Regulation (EU) 2016/679 (RGPD) and the Law Organic (ES) 3/2018 (LOPDGDD).

