
INTERNAL REGULATIONS



PREAMBLE

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

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

1. Hotel establishments must have internal regulations that establish mandatory rules for users during their stay, without contravening the provisions of Law 13/2011, of December 23.² nor in the present 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 location within the establishment. These regulations must also be published on the establishment's website, if one exists.
3. The companies operating hotel establishments may request 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 internal regulations shall specify, at a minimum:
 - a. Admission conditions.
 - b. The rules of coexistence and operation.
 - c. Information on the administrative organization and responsible person to whom, where applicable, they should address those matters relating to the operation of the establishment.
 - d. List of complementary services provided by companies other than the operating entity and identification of the companies responsible for their provision.
 - e. Information for users about facilities or services that pose a risk and the safety measures adopted in this regard.
 - f. Admission of animals and conditions for such admission.
 - g. In general, all circumstances that allow and favor the normal development of the enjoyment of the facilities, equipment and services.

¹ Published in the Official Gazette of the Regional Government of Andalusia, Extraordinary Issue No. 27, of May 18, 2020
² Law 13/2011, of December 23, on Tourism in Andalusia.

In compliance with and development of the aforementioned Decree-Law, this hotel establishment has prepared the present internal regulations which establish the rules of mandatory compliance for users during their stay; persons whom we will henceforth call clients.

This regulation is available to you, as a customer, at all times in both its Spanish and English versions; it can be consulted on the notice board located in the reception area, as well as on our website.

CHAPTER I **Admission requirements**

Article 1. Admission conditions.

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

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

1.2. Our establishment will seek the assistance of the Security Forces to evict those who violate these Internal Regulations; violate the usual rules of social coexistence; or intend to access or remain 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 use the hotel room to properly complete 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 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 form in accordance with current regulations on registration books and entry forms of travelers.

Article 3. Rights.

These are your rights as a customer of this establishment:

- a. To receive truthful, sufficient, understandable, unambiguous information prior to booking the accommodation period, as well as the full final price, including taxes, with a breakdown, where applicable, of the amount of any increases or discounts that may apply to any offer.
- b. Obtain the documents that prove the terms of the contract.
- c. Access to our establishment under the agreed terms.
- d. Receive the services under the agreed conditions.
- e. To have your safety and that of your belongings, as well as your privacy, duly guaranteed in our Hotel; and to be informed of any unforeseen circumstances that could disrupt your rest and tranquility.
- f. Receive information about facilities or services that pose a risk and the security measures adopted.
- g. Receive an invoice or receipt for the price paid for the services provided.
- h. To file complaints and claims and obtain information on the procedure for submitting them and their processing.
- i. Please refer to the privacy policy terms published on our website.

Article 4.- Obligations.

Your obligations as a customer of this establishment include:

- a. Observe the rules of coexistence and hygiene.
- b. Respect these internal regulations.
- c. Respect the agreed departure date from the establishment by leaving the room vacant.
- d. Pay for the contracted services at the time of presentation of the invoice or within the agreed period, without the fact of filing a claim implying exemption from payment.
- e. Respect this establishment, its facilities and its equipment.
- f. Respect the environment.
- g. Respect areas and facilities restricted due to age or contracted rates.

CHAPTER II

Rules of operation and coexistence

Article 5. Reservation.

5.1. Every reservation will include the date of stay, number and type of room with its meal plan, cancellation policy and additional services contracted; also stating the total price and broken down for each of these concepts, unless it has been offered as a package at an agreed global price.

5.2. Before making your reservation, and through the same means used to make it, or another method you choose, you will be informed of your rights and obligations, including the cancellation policy for said reservation, which will be subject to the following conditions:

- a. If the reservation is cancelled less than two days in advance, you will be required to pay for one night's stay for every ten or fraction thereof.
- b. If you leave the reserved room before the date until which you had reserved it, you will be billed for the services provided up to that moment plus a penalty of one night for every ten or fraction thereof of the stays not made.
- c. When dealing with non-refundable rates, the conditions that have been previously agreed upon will apply.
- d. If the cancellation of the reservation is due to circumstances of force majeure, including a crisis or health emergency affecting 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 voucher, valid for one year, to stay at another time and under the same conditions, although subject to availability.

5.3. Our confirmation of your booking will be considered a tourist accommodation contract; a physical or electronic record will be available to you.

5.4. Once you have received confirmation of your booking, we will make the reserved room class available to you on the agreed date.

5.5. a. If we confirm your reservation without requiring any advance payment, it will be held until the agreed time, and if no time has been agreed, the reservation will be held until 8 pm on the indicated day.

5.5.b. If you have paid the advance as a deposit, your reservation will be held without time limit for the number of days covered by the amount of the deposit, unless otherwise agreed.

Article 6. Price.

6.1. As a client, you are required to pay for the contracted services upon receipt of the invoice or within the agreed timeframe. Filing a complaint does not exempt you from payment. For stays longer than one week, services may be billed weekly.

6.2. Payment can be made by prior bank transfer; bank card ⁽¹⁾; or in cash up to the quantitative limit in force at any given time according to law.

6.3. If payment for services is required prior to their provision, we will expressly state this in our advertising.

6.4. If your bank card details are requested, the advertising will state whether it is used as a guarantee of contract fulfillment or as an advance payment.

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

Article 7. Occupation period.

7.1. As a guest, you will have the right to occupy your room from 3:00 PM on the first day of your booking until 12:00 PM on your departure date. During peak periods, check-in may be delayed by up to three hours. In any case, you will have access to the hotel's common areas from 12:00 PM on your arrival day.

7.2. Unless otherwise agreed, extending your room occupancy beyond the agreed time will generate the obligation to pay the established "late check-out" fee.

¹ This hotel establishment only accepts the following bank cards: VISA, MASTERCARD, AMERICAN EXPRESS, and DINERS CLUB.

7.3. You may stay for more days than specified in the admission document, provided there is prior agreement based on availability. If agreed, this will be considered an extension of the initial booking and will be noted in the admission document.

7.4. Two people may not occupy a double room booked as a single room. In such cases, the double occupancy rate will apply.

Article 8. Security safe and room safe service.

8.1. The rooms at this establishment are equipped with a safe at an additional cost, including taxes, of €3.00 per day.

8.2. Our hotel is not responsible for the loss or theft of money or valuables that are not deposited in the room's safe.

Article 9. Room cleaning service.

Room cleaning service is daily, from 9:30 a.m. to 4:30 p.m.

Article 10. Prohibitions.

10.1. Two people may not occupy a double room booked as a single room. In such cases, the double occupancy rate will apply.

10.2. Smoking is prohibited throughout the establishment, except in designated smoking areas.

10.3. Bringing food or drinks into our Hotel for consumption inside is prohibited.

10.4. Hanging towels or any other clothing on the balcony railings is prohibited. A clothesline is provided on the balcony.

10.5. Playing with balls and similar items is prohibited in areas not specifically designated for this purpose.

10.6. This establishment does not allow pets, except for assistance dogs accompanying a customer.

Article 11. Limitations.

- 11.1. Access to a certain area or facility of the Hotel will be restricted:
 - a. When the established capacity has been reached and in the meantime there is no access available due to said capacity.
 - b. When the closing time of the area or facility has passed.
 - c. When one does not meet the minimum age established to access the area or facility according to current regulations.
 - d. When violent attitudes are displayed or manifested, especially when they behave aggressively or provoke altercations.
 - e. When it creates dangerous situations or causes discomfort to other users, or does not meet hygiene standards. In particular, access, or where applicable, continued presence, will be denied to individuals who are consuming drugs, narcotics, or psychotropic substances, or who show symptoms of having consumed them, and those who show clear signs of intoxication.
 - f. When wearing clothing or symbols that incite violence, racism, or xenophobia, as well as when not wearing the required attire 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 related in the previous section.

11.3. The Client who finds himself in any of the situations provided for in section 9.1 of this article is obliged to pay the expenses that he has generated up to the moment of the prohibition of access or stay in the area or facility of the Hotel.

Article 12.- Basic rules on clothing and cleanliness.

12.1. Except for the hammock, pool and beach areas, the Client must be covered with clothing and according to the dress code required for some services, such as dinner.

12.2. Walking barefoot in the establishment is prohibited.

12.3. Use the wastebaskets and ashtrays.

Article 13.- Advice and suggestions.

1. Keep an eye on your luggage. Don't leave it unattended.
2. Keep an eye on your belongings both on the beach and at the pool; do not leave them unattended.
3. Keep your door closed when you are in your room. Close your bedroom door when you leave, and try to open it again to make sure it is properly closed, even if you will only be gone for a short time.
4. Close your luggage when not in use and store it in your wardrobe. If your luggage has a lock, always use it.
5. Never display jewelry, money, or valuables in your bedroom.
6. Immediately notify the Hotel Management of any abnormal event you notice, such as: people acting suspiciously in the hallway, repeated phone calls from unidentified people, knocks on your room door from unknown people, or finding no one at the door when you go to open it.
7. If you forget or lose your key, only Reception staff are authorized to provide you with a new key to open your room.
8. If you smoke on the room's terrace, our safety measures require you to extinguish your cigarette before retiring to rest.
9. Don't be upset if you are asked to identify yourself at Reception when requesting a new key; it's for your security.
10. When establishing social relationships with strangers, do not reveal the name of the establishment or your room number.
11. Never allow unsolicited deliveries into your room.
12. Never discuss specific plans for future excursions, outings, etc., in public or with strangers.
13. If you would like your room cleaned, please hang a sign that says "Please clean your room" on the outside of your door. If you would like to be left undisturbed, hang a sign that says "Please do not disturb."
14. If you discover any damage or abnormality, please contact Reception.
15. The electrical installation in your room is 220 Volts.
16. Please respect the areas where the bedrooms are located during nighttime and siesta hours, and in general, avoid making unnecessary noise.
17. Please use the facilities appropriately, respecting the hotel's furniture and gardens.

18. Please respect the opening hours of all Hotel facilities.
19. We appreciate your participation in the event that any disaster and evacuation drill is carried out during your stay at the establishment.
20. Some schedules may change depending on the time of year.

CHAPTER III

Information about the hotel's administrative organization

Article 14. Doubts and miscellaneous questions.

In any case where you have doubts or questions regarding the operation of our Hotel you can contact the Reception staff or the Customer Service staff, where they will resolve them or, failing that, the staff authorized to resolve your question or doubt will be contacted; the Hotel Director being the highest 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 Hotel operator, which you can inquire about at the Reception or Customer Service.

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

15.3. Schedules for activities and musical performances may be subject to change 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 guests the following services: parking and garage; laundry and dry cleaning; self-service laundry; restaurant and bar; all-inclusive Fuerte Splendid; pool and beach; gym; spa; Forti Club; and Exclusive lounge.

16.2. The rules for using each service are as follows:

PARKING AND GARAGE

This service is exclusively for hotel guests and subject to parking space availability. A flat daily fee of €15.00 per vehicle is charged. Only one parking space should be occupied.

The use of parking spaces for people with reduced mobility (PRM) is reserved exclusively for holders of a PMR parking permit, which must be displayed in the vehicle whenever the space is occupied (Decree 293/2009 of July 7). These spaces are reserved and designed for people with disabilities or reduced mobility, marked with the International Symbol of Accessibility, and comply with specific size and location requirements to facilitate access and use.

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

This establishment is not responsible for damage to or theft of vehicles, except in cases originating from its own premises. Claims for damages are the responsibility of the person responsible.

LAUNDRY – DRY CLEANING

The hotel's WebApp contains information about the conditions of these services, their prices and delivery and return times for garments.

This establishment is not responsible for garments that, due to their conditions or compositions of use, shrink, fade or deteriorate.

SELF-SERVICE LAUNDRY

The hotel offers guests a self-service laundry area equipped with a washer and dryer. Operation is activated exclusively by cash payment via a coin-operated device. Credit cards, debit cards, or charges to the room account are not accepted. The price is €2 for every 30 minutes of service, and the remaining time will be displayed on the coin-operated device. It is possible to extend the usage time by adding more cash.

The self-service laundry rules are displayed on-site and on the hotel's web app. Hours may vary depending on the season.

This establishment is not responsible for garments that, due to their conditions or compositions of use, shrink, fade or deteriorate.

RESTAURANT / BAR

The buffet restaurant's opening hours are:

- Breakfast:
Mid and low season: from 7:30 a.m. to 10:30 a.m. High season: from 8:00 a.m. to 11:00 a.m.
- Lunch:
Mid and low season: from 1:00 p.m. to 3:00 p.m. High season: from 1:30 p.m. to 3:30 p.m.
- Cena:
Mid and low season: from 7:30 p.m. to 10:30 p.m.
High season: from 8:00 p.m. to 11:00 p.m.

The indicated schedules may be modified due to occupancy and operational reasons.

In the rest of the bar, kiosk and restaurant areas, please check opening times at reception or on the WebApp as they vary depending on the season and occupancy.

Room service hours in mid and low season are from 7:30 a.m. to 11:30 p.m., and in high season from 8:00 a.m. to midnight (subject to change).

The letter states that this service has a 20% increase over the prices on the menu itself.

Rules before entering the El Olivo buffet restaurant:

- Please inform the staff at the entrance of your room number upon arrival.
- Wait to be escorted to the table by the wait staff.

Rules within the El Olivo buffet restaurant:

- The use of tongs and/or kitchen utensils is mandatory for serving food.
- Be respectful of the order and social distancing with other diners.
- Avoid food waste, be responsible and only serve yourself what you are going to consume.
- Moving tables or chairs, or taking cutlery from other tables, is not permitted. The waiters will take care of setting them up.

Not allowed/prohibited:

- Removing food and/or drinks from the buffet restaurant.
- Access to the restaurant or bar is not permitted while wearing swimwear only and/or while wet.
- Access to the restaurant for dinner is not permitted in sportswear, swimwear, shorts, or tank tops. Appropriate footwear and attire are required at all times.

ALL INCLUSIVE “FUERTE SPLENDID”

This service is only accessible to customers who have contracted it; it is personal and non-transferable.

The menus or price lists of bars and restaurants will identify the products that correspond to Fuerte Splendid. Those not identified will be billed at their regular prices with a 30% discount (VAT included).

The services of some sports facilities, spa, telephone, laundry, use of beach towels, complementary entertainment activities, etc., and those that may be determined are not included in the all-inclusive package.

All-inclusive schedules at Fuerte Splendid are:

- Breakfast: 8:00 to 11:00
- Between hours: 11:00 to 19:00 hours

- Lunch: 1:30 PM to 3:30 PM
- Dinner: 8:00 PM to 11:00 PM
- Drinks: 11:00 AM to 12:00 AM

Not allowed/prohibited:

- Removing food and/or drinks from the buffet restaurant.
- Access to the restaurant or bar is not permitted while wearing swimwear only and/or while wet.
- Access to the restaurant for dinner is not permitted in sportswear, swimwear, shorts, or tank tops. Appropriate footwear and attire are required at all times.

POOL AND BEACH

The swimming pool's opening hours are from 11:00 a.m. to 8:00 p.m. in summer, and from 11:00 a.m. to 7:00 p.m.

h. the rest of the season.

Bathing and use of the sunbathing area in the adult pool is not permitted for persons under 18 years of age.

Access to the pool will only be permitted to guests staying at the establishment, and to those who have paid the access fee if it is set (Day Pass).

Street vendors and/or external masseuses are not allowed entry.

It is not advisable to use these services as they are not regulated by law nor do they have any quality regulation.

It is mandatory to use the shower before swimming in the pool, as well as tying up your hair if you have long hair.

The use of bathing footwear (flip-flops, water shoes) is mandatory throughout the outdoor solarium area and in the indoor pool.

Balls, mats, etc. are not allowed in the pool, except for children's floats.

Use of the poolside sun loungers is free. The establishment has a policy of "**No Sun Lounger Reservations**" so that all users have access to them. Staff may remove belongings from sun loungers that have not been used for at least 50 consecutive minutes, provided there are other users waiting to use them; in which case, personal belongings will be taken and deposited at the lifeguard station. The establishment is not responsible for the loss or theft of unattended belongings."

The use of room towels at the pool or beach is prohibited. We provide complimentary towels for exclusive use at the pool or beach via a card system.

- During mid and high season, pool/beach towels are delivered/collected at the pool, from 11:00 to 19:00 (subject to change).
- During the off-season, pool/beach towels are delivered/collected at the hotel reception, from 11:00 to 19:00.

If you do not return the towel at checkout, a charge of €10.00 per unreturned towel will be added to your bill.

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

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

Please use the wastebaskets and ashtrays.

SPA

Time:

Low and mid-season:

Tuesday to Saturday: 11:00 a.m. to 7:00 p.m. Monday and Sunday: Closed.

High season:

Monday to Sunday: from 11:00 a.m. to 7:00 p.m.

Schedules may vary depending on the season.

Payment: All spa treatments are subject to payment of the stipulated fee.

Reservations: It is essential to book in advance for the hydrotherapy circuit, as well as for all treatments, massages and hairdressing.

Entry: No one under 16 years of age is allowed entry. Those under 18 must be accompanied by an adult.

Hydrotherapy Circuit: Swimwear, a towel, a swim cap, and non-slip flip-flops are mandatory. If you do not have flip-flops, they are available for purchase at the Spa reception. We also offer a towel rental service.

Amenities: A locker will be provided for storing your belongings. The spa is not responsible for the loss or theft of personal items on the premises.

Cancellation or Modification of Reservations: You must notify the Spa reception of any changes or cancellations at least 24 hours in advance.

No Show or Late Cancellation: In case of no-show or less than 24 hours' notice, a charge of 100% of the cost of the treatment or service will be applied to

your room.

Cancellation Notice (Spa Closed): If the Spa is closed, please inform the Hotel Reception of the cancellation, indicating your room number, time and service booked.

Customer Delays: If you arrive late for your appointment or treatment, the service time will be reduced proportionally to the delay so as not to affect subsequent bookings, provided there is no availability to extend it.

GYM

Opening Hours: Monday to Sunday from 08:00h to 20:00h (subject to change).

Access for Minors: Entry for physical exercise is not recommended for children under 16 years of age without adult supervision, as they could cause injuries due to misuse of the machines.

Use of the Gym: Presence in the gym is limited exclusively to the performance of physical activity. People not using the training area are not allowed to remain.

Assistance: The gym does not have permanent professional supervisory staff.

Disclaimer: Participation in sports activities is voluntary and at your own risk. The hotel declines any responsibility for any injuries that may occur during the use of the facilities.

Mandatory Attire: The use of closed sports shoes and a t-shirt is essential to use the facilities and machines.

Towel Provision: The use of a personal towel is mandatory for hygiene reasons and for the preservation of the equipment.

Prohibitions: It is strictly forbidden to smoke, eat or drink alcoholic beverages inside the room.

Equipment Care: For the benefit of all users, please store and care for the sports equipment, returning it to its proper place immediately after use.

Capacity: The maximum number of people allowed in the gym is 8.

Notices: If you have any questions about using the machines or if you detect any malfunction, please inform Reception or the Customer Service department as soon as possible.

STRONG CLUBS

This service is available exclusively to hotel guests and is not subject to a fee.

This service is intended only for children aged 4 to 12 years old, and the conditions of use and enjoyment of this service can be consulted at the Hotel Reception, as well as requested by email if you are interested in knowing them before making your reservation.

SALA LOUNGE EXCLUSIVE

This area is located on the 5th floor, next to Reception. Access is exclusively for clients who have subscribed to the Exclusive service and Platinum or Diamond members of the Friends Club (as a courtesy).

The lounge is open from 11:00 AM to 9:00 PM. Snacks and drinks are available. Snacks are served until 8:00 PM. Hotel staff supervise the area, managing capacity and replenishing supplies to ensure the smooth operation of the service.

Please use the facilities and products correctly and responsibly. In the event of misuse or malpractice, the hotel management reserves the right to revoke the client's access to the room.

Rules for using the exclusive room:

- Access to the lounge is for the Friends Club member and guests staying in the same room. Adults will receive their identification wristbands during check-in at reception.

- Entry is prohibited for children under 12 years of age unless accompanied by an adult (parent or legal guardian). This restriction is due to the presence of alcoholic beverages available for consumption.
- Food and beverage service will always be provided within the exclusive lounge; it is forbidden to take products outside the lounge.
- Both indoors and outdoors, the service is self-service. We have designated areas for disposing of used cups and plates, as well as waste bins.

CHAPTER VI

Information for users about the facilities or services that pose any risk and the measures of security measures adopted in this regard.

Article 17. Security on facilities and services.

17.1. All facilities and services at our Hotel are equipped with measures that promote or guarantee your safety at all times.

17.2. However, if you believe that the use of any facility or service may pose any risk to your health or physical integrity, we strongly urge you to contact our Customer Service department so that they can inform you and resolve any questions you may have in this regard.

17.3. In any case, if you have any doubts about whether using any facility or service may pose risks to your health or physical safety, choose another service or facility.

CHAPTER VII

Health emergencies or crises

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

18.1. In the event that the Authorities declare a state of emergency or health crisis that affects the normal operation of our Hotel, it will be announced in

Our website so that, as a Customer, you can be aware of the measures taken and comply with them.

18.2. Customers who, in a situation of emergency or health crisis declared by the Authorities, fail to comply with the mandatory or recommended measures adopted in this Establishment may cause the immediate termination of their accommodation contract; their stay will be cancelled without any right to a refund, and the competent Authority will be notified.

CHAPTER VIII

Personal data

Article 19. Personal data.

Customers' personal data will be processed for the purpose of booking, providing and collecting hotel services and, with their express consent, sending information about offers and services of the Hotel; they may exercise their rights of access, rectification, erasure (right to be forgotten), data portability, limitation and objection to its processing, by simply requesting it by any means from the hotel establishment in accordance with Regulation (EU) 2016/679 (GDPR) and Organic Law (ES) 3/2018 (LOPDGDD).