



**Nº Registro Turismo H/CA/01027**

Baldío de los Alamillos Ctra. A-372 KM.53

Grazaema (Cádiz)

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# INTERNAL RULES AND REGULATIONS

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## **INTERNAL RULES AND REGULATIONS**

### **PREAMBLE. -**

Decree-law 13/2020, of 18 May,<sup>1</sup> in Andalucía, which, among other points, establishes measures relating to hotel establishments, includes in its Chapter I the organisation of these establishments, as well as the regulation of their technical conditions and the provision of services.

In this respect, article 25 of said Decree-law states the following:

1. Hotel establishments must have internal regulations that establish compulsory rules for users during their stay, which may not contravene the provisions of Law 13/2011 of 23 December,<sup>2</sup> nor in the present Chapter.

2. The rules and regulations will always be available to users 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, if this exists.

3. The companies operating the hotel establishments may seek the help of the Security Forces to evict those who do not comply with the internal rules and regulations, do not comply with the usual rules of social coexistence or intend to enter or remain in them with a purpose other than the normal use of the service, in accordance with the provisions of Article 36.4 of Law 13/2011, of 23 December.

4. The internal rules and regulations will specify, as a minimum:

- a) Admission conditions.
- b) The rules of coexistence and operation.
- c) Information on the administrative organisation and responsible person to be contacted in matters relating to the operation of the establishment.
- d) A list of complementary services provided by companies other than the operator and identification of the companies responsible for providing them.
- e) Information for users about the facilities or services that pose a risk and the security measures taken in this respect.
- f) Admission of animals and the conditions of such admission.
- g) In general, all the circumstances that allow and favour the normal development of the enjoyment of the facilities, equipment and services.

In compliance and development of the aforementioned Decree-Law, this hotel establishment has drawn up these Internal Rules and Regulations, which set out the standards that must be complied with by users during their stay; persons who will hereinafter be referred to as Clients.

These Regulations are available to you, as a Client, at all times in both the Spanish and English language versions; they can be consulted on the notice board located in the reception area, as well as on our web page.

### **CHAPTER I**

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

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

## Admission conditions

### Article 1.- Admission conditions.

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

- a) For lack of accommodation or facility capacity
- b) For not complying with admission requirements.
- c) For adopting behaviour that may cause danger or inconvenience to other people, whether they are users or not, or that hinders the normal development of the activity.

1.2.- Our Establishment will seek the help of the Security Forces to evict those who do not comply with these Internal Rules and 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, it will be a prerequisite 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 these Internal Rules and Regulations.

2.2.- When filling in the admission document, you and those accompanying you over the age of sixteen must present an official document that identifies you and that will also allow the Hotel to fill in the corresponding entry form in accordance with current regulations on registration books and entry forms for travellers.

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 Register of the Establishment, identification of the room, the number of people who will occupy it, the dates of entry and departure, the contracted food arrangements 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 corresponding original document as a contract.

### Article 3.- Rights.

Your rights as a Client of the establishment are:

- a) To receive true, sufficient, understandable and unequivocal information before contracting the accommodation period, as well as the complete final price, including taxes, with a breakdown, if applicable, of the amount of increases or discounts applicable to any possible offer.
- b) Obtain the documents detailing the contract terms.
- c) Access to our Establishment under the contract terms.
- d) To receive the services under the agreed conditions.
- e) To 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 rest and tranquillity.
- f) To receive information about the facilities or services that might pose a risk and the security measure adopted.
- g) To receive an invoice or receipt for the price paid for the services provided.
- h) To formulate complaints and claims and obtain information on the procedure for submitting them and their processing.
- i) Consult the terms of the privacy policy published on our website.

#### **Article 4.- Responsibilities.**

Your responsibilities as a Client of the establishment are:

- a) To observe the rules of coexistence and hygiene.
- b) Respect the present internal rules and regulations.
- c) Respect the agreed date of departure from the establishment, leaving the room free.

d) Pay for the services contracted at the time of presenting the invoice or within the agreed period, without the fact of presenting a complaint implying exemption from payment.

- e) To respect this Establishment, its facilities and equipment.
- f) Respect the environment.

## **CHAPTER II**

### **Rules of operation and coexistence**

#### **Article 5.- Reservations.**

**5.1.-** All reservations will include the date of the stay, the quantity and type of room with its food arrangement, cancellation policy and additional services contracted; stating also the total and detailed price for each of these areas, unless it has been offered as a package at an agreed total price.

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

a) If the reservation is cancelled less than two days in advance, you will be required to pay one night's stay for every ten or fraction thereof.

b) If you leave the reserved room before the date until which it was reserved, you will be invoiced for the services rendered until that moment plus a penalty of one night for every ten or fraction of the stays not made.

c) In the case of non-refundable fees, the conditions 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) shall not apply, but you will receive a voucher, expiring in one year, to stay at another time and under the same conditions, subject to availability.

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

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

**5.5.a.-** If we confirm your reservation without requiring a deposit, it will be held until the agreed time, and if it has not been agreed, the reservation will be held until 20:00 on the agreed day.

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

**Article 6.- Price.**

**6.1.-** You, as the Client, must pay for the services contracted at the time of the presentation of the invoice or within the agreed period, unless the presentation of a claim implying exemption from payment. In the case of figures over a €2000,00 or of stays over a week, the services can be billed weekly.

**6.2.-** Payment may be made by prior bank transfer; bank card; or in cash up to the quantitative limit in force at any given time according to the law; it is not possible to pay part in cash and part by another means of payment.

**6.3.-** If payment for the services is required before they are provided, we will expressly state this in our advertising.

**6.4.-** If we ask for your bank card details, we will state in the advertising whether the card is used as a guarantee of compliance with the contract or as an advance payment.

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

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

**7.1.-** As a client, you will have the right to occupy the room from 12:00 on the first day of the contracted period until 12:00 on the day of departure. On dates of maximum occupation of the establishment, the delivery of your room may be delayed for a period of time not exceeding three hours. In any case, you will be able to access the common facilities of our establishment from 12:00 noon on the day of your arrival.

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

**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 will be understood as an extension of the first contract, and it will be stated in the same admission document.

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

**Article 8.- Security safe and room safe service.**

**8.1.** The rooms in this establishment are equipped with a safe and additional cost, taxes included, of €2 per day.

**8.2.-** Our Establishment will cover up to €3,000 of the money or valuables stored in the room's safe.

**8.3.-** Our Hotel is not responsible for the loss or theft of money or valuable objects that are not stored in the room's safe.

**Article 9.- Room cleaning service.**

Room cleaning is carried out daily, from 9:30 a.m. to 17:00

**Article 10.- Restrictions.**

**10.1.-** Two people will not be allowed to occupy and stay in a double room that has been contracted as a single. In this case, the rate fixed for double use shall be paid.

**10.2.-** Smoking is forbidden throughout the Establishment, except in the designated smoking areas.

**10.3.-** It is forbidden to bring food or drinks into our Hotel to be consumed inside.

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

**10.5.-** It is forbidden to play with balls and similar items in areas not specifically designated for this purpose.

**10.6.-** It is forbidden to run in the corridors of the rooms and other common areas of the establishment.

**10.7.-** The use of electrical outlets, power sockets, or any other electrical supply point located in the common areas of the establishment is expressly prohibited for the charging or powering of devices, equipment, or vehicles that are not owned by the hotel or are not intended for the provision of the establishment's own services.

This prohibition includes, by way of example and without limitation, the charging of mobile phones, laptop computers, electric scooters, electric bicycles, power banks, electric vehicles, and any other personal device belonging to guests, visitors, suppliers, or employees, unless expressly authorized.

**Article 11.- Limitations.**

**11.1.-** Access to zones or facilities in the Hotel will be limited:

a) When the established capacity has been reached and there is no access available due to this capacity.

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

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

d) When violent attitudes are shown or manifested, especially when behaving aggressively or provoking altercations.

e) When this causes situations of danger or disturbance to other users, or when it does not comply with the conditions of hygiene.

In particular, access shall be prevented, or where appropriate, denied permanently, to persons who consume drugs, narcotic or psychotropic substances, or show symptoms of having consumed them, and those who show signs of evident behaviour of being intoxicated.

f) When wearing clothes 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 seek the help of the Security Forces and Organisations 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 9.1 of this article shall be obliged to pay the expenses they have incurred 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 cleaning.**

**12.1.-** With the exception of the hammock, swimming pool and beach areas, the Client needs to be covered in clothing, which is also dependent on the etiquette required for some services, such as dinner.

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

**12.3.-** Please make use of the bins and ashtrays.

**Article 13.- Advice and suggestions**

1. Watch and look after your luggage. Don't leave it unattended.
2. Watch and look after your belongings, both on the beach and by the pool, don't leave them unattended.
3. Keep the door closed when you are in your room. Close the door to your room 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 you're not using it and put it in your wardrobe. If your luggage has a lock, always use it.
5. Never leave out jewellery, money or valuable objects in the room.
6. Immediately notify the Hotel Management of an unusual event that you notice such as: suspicious-looking people in the corridor, repeated phone calls from people who do not identify themselves, calls 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 Reception staff is authorised 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 extinguish your cigarette before leaving.
9. Do not be offended if you are asked at Reception to identify yourself when requesting a new key, it is for your own safety.
10. When establishing social relationships with strangers, do not reveal 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 repaired, hang the "Please repair the room" sign outside your bedroom door. If you do not want to be disturbed, hang the "Please Do Not Disturb" sign.
14. If you notice any type of deterioration or anomaly, please contact Reception.
15. The electrical installation in your room is 220 Volts.
16. Respect the areas the rooms are located during the night and siesta hours, and in general, avoid making unnecessary noise.
17. Please use the facilities properly, respecting the furniture and gardens of the Hotel.
18. Please respect the hours of the Hotel facilities.
19. We would appreciate your participation if, during your stay in the Establishment, any disaster and evacuation drill is carried out.
20. Some schedules may change depending on the time of year.

## CHAPTER III

### Information on the administrative organisation of the hotel

#### Article 14.- Various questions and doubts.

If you have any doubts or questions regarding the operation of our hotel, you can contact the Reception staff or the Customer Service Department, where they will resolve them or, failing that, the authorised personnel will be contacted to solve your question or doubt; with the director of the Hotel the maximum responsible.

## 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, which you can find out about at the Reception or 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 timetable of the activities and musical performances may be modified without prior notice.

## CHAPTER V

### Information on other services provided directly by the Hotel

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

**16.1.-** This Hotel offers Clients the following services: Parking; Restaurant and Bar; Pool; and Forti Club.

**16.2.-** The usage rules for each service are as follows:

#### **PARKING**

This service is free of charge and is only available to hotel users, subject to the availability of parking spaces.

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

Use of the disabled parking area must be justified by showing the required card inside the vehicle.

For security reasons, vehicles may not be parked at the main entrance to the Hotel. They will only be allowed to be used during the loading and unloading of luggage.

#### **RESTAURANT / BAR**

The restaurant opening hours are:

- Breakfast: from 08:00 to 11:00.
- Lunch: from 14:00 to 16:00 (in summer, BBQ)
- Dinner: from 20:00 to 22:30.

The bar will serve food from its menu:

from 14:00 to 16:00 / 20:00 to 22.00

Taking items away from the Restaurant buffet is prohibited.

Access to the Restaurant and Bar is not permitted in swimwear.

No sportswear, swimwear, shorts or T-shirts are allowed in the Restaurant for dinner.

Room service is available from 12:00 to 22:30. As stipulated on the menu, this service has a 20% increase on the prices of the menu itself.

### **POOL**

The swimming pool is open from 12:00 noon to 20:00 exclusively.

Access to the swimming pool will only be allowed for Clients who are staying in the Establishment, and to those who have paid the access fee if this has been set.

Children under 18 are not allowed in the Jacuzzi.

The use of the shower before bathing in the pool is obligatory, as well as the use of a bathing cap if you have long hair.

No balls, mats, etc. may be used in the pool, except for children's floats.

Use of the pool loungers is free of charge. The Establishment has a "No Reservations for Loungers" policy so that all users have access to them. The staff of the Establishment may remove belongings from the sun loungers that are not used for at least 30 consecutive minutes, provided there are other users waiting to occupy them; in this case, the personal belongings will be moved and stored at Reception. Users who wish to keep their sun loungers over lunch, provided that this is in one of the Hotel's restaurants, may request assistance from the customer service staff to keep their sun loungers reserved for up to two hours for that purpose.

The use of room towels for the swimming pool is prohibited. We provide towels free of charge for exclusive use at the pool, using a card system. The pool towels are delivered/collected daily at Reception; if you do not return the towel by "check out", a charge of €10.00 per unreturned towel will be added to the invoice.

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

It is forbidden to consume food and drinks in the swimming pool if they have not been purchased at any of the hotel Establishment's sales points.

Please make use of the bins and ashtrays.

### **FORTI CLUB**

This service is only available to Hotel users and is not subject to a fee.

This service does not constitute a nursery; it is a children's club for children between 4 and 12 years of age where they can enjoy a programme of activities by age.

The Club's activities include: "Forti Dinner"; "Forti Disco" and "Forti Cinema" from 20:00 onwards, and prior reservation at the Forti Club before 17:00 on the same day is required.

The times of the activities can be changed without prior notice.

The conditions of use and enjoyment of the Club can be consulted at the Hotel Reception and requested by e-mail if you are interested in finding out about them before making your reservation.

## **GAMES ROOM**

Hours: from 10.30 to 14.00; and from 17.00 to 23.00.

## **CHAPTER VI**

### **Information for users about the facilities or services that pose a risk and the security measures taken in this respect.**

#### **Article 17.- Safety of facilities and services.**

**17.1.-** All the facilities or services of our Hotel are equipped with measures that favour or guarantee their security at all times.

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

**17.3.-** In any case, if you have 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**

### **Emergencies or health crises**

#### **Article 18.- Action protocols for emergencies or health crises**

**18.1.-** If the Authorities declare an emergency or health crisis situation that affects the normal running of our Hotel, it will be announced on our web page so that, as a Client, you will be aware of the measures that will be adopted and can comply with them.

**18.2.-** If a Client, in an emergency or health crisis situation declared by the Authorities, fails to comply with the measures that have been adopted in this Establishment, whether obligatory or recommended, it may result in the immediate termination of their accommodation contract; their stay will be cancelled without any right to a refund, and notice will be given to the competent Authority.

## **CHAPTER VIII**

### **Pet policy**

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

This establishment admits dogs, subject to the following conditions:

- a) When making your reservation you must indicate that you will be staying with a dog
- b) Only one dog will be admitted per room; it may not weigh more than fifteen kilograms (15Kg), except for the exceptions established by law.
- c) The accommodation of your pet is subject to a price of €10.00 per dog per day. This price includes the use of a kit in the room consisting of: litter; feed and water bowl; welcome snack; and waste bag holder.
- d) When filling in the admission document, the dog's passport or official health card must be presented; duly updated and stamped by a registered veterinarian, and must state: the name of the animal; weight; breed; age; and vaccination certificate.

- e) Your dog must have undergone parasite treatment before its arrival at the Hotel.
- f) Your dog must have an electronic identification microchip.
- g) When you take your dog to any part of the Hotel, it must be kept on a leash or in your arms, taking the necessary precautions to prevent it from escaping.
- h) The cleaning staff will not clean 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 must take appropriate measures at all times so that your dog does not bother the rest of the Hotel's guests and staff in any way.
- k) When you stay in our establishment with a pet you must sign a declaration of responsibility, with which you assume and are responsible for the damages that your pet causes in the room, as well as in any part of the Hotel; accepting the economic amount that the Hotel quantifies for the damages caused.
- l) The following is prohibited:

Accommodation of dog breeds classified as dangerous.

Staying with your dog in common areas of the Hotel, such as the gardens, bar and restaurant, common terraces, and pool.

That the dog walks around the Hotel unaccompanied by you.