BQ hoteles

Internal Rules and Regulations

INTERNAL REGULATIONS

Law 13/2011, of December 23, on Tourism, Decree Law 13/2020, of May 18th, on , provides the following:

For the purposes of this law, and without prejudice to what is established in other applicable legislation, users of tourist services have the obligation to:

a) Respect the rules of use and internal regime of tourist establishments and the particular rules of the places to be visited and tourist activities; Likewise, they have to respect the basic norms of social coexistence (...) and respect for people and customs.

In compliance and development of the aforementioned Law 13/2011 y del Decreto 13/2020 on general principles and coordination guidelines in tourism matters; regulation of advisory bodies, coordination and cooperation of the Juna de Andalucia, and regulation and classification of companies and tourist establishments this Hotel Establishment has drawn up this Internal Regime Regulation in which the rules of mandatory compliance for users during their stay; people who hereinafter will be called Clients.

This Regulation is available to you, as a Client, at all times, both in its Spanish language version and in its English and Catalan versions; It can be consulted on the bulletin board located in the Reception area, as well as on our website.

CAPITAL I Admission conditions

Article 1.- Admission conditions.

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

Due to lack of accommodation capacity or facilities.

For failing to meet the admission requirements.

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

Due to non-compliance with current health and safety regulations.

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

Article 2.- Admission requirements.

- **2.1.** It will be a prerequisite to make use of the hotel room to properly fill out the admission document upon arrival at the Hotel; being so that at that time you will be informed about your rights and obligations as a Client, as well as about the existence of this Internal Regime Regulation.
- **2.2.-** When completing the admission document, you must present an official document that identifies you and that will also help the Hotel to complete the corresponding entry form in accordance with current regulations on register books and entry forms for travelers.
- **2.3.-** Once the admission document has been completed, you will be given your copy, which will include, at least, the name, classification and registration code in the Tourism Registry of the Establishment, the identification of the room, the number of people who are going to occupy, the dates of entry and exit, the contracted food regime and, when the accommodation contract has been signed between you and the Hotel directly, the total price of the contracted stay, giving you, in this case, the original document corresponding to contract mode.

Article 3.- Rights.

They are your rights as a Client of this Establishment:

- 1.- Receive tourist services and their quality according to the category of the company, service or establishment contracted.
- 2.- Receive before hiring: sufficient, truthful, understandable, effective, objective, unequivocal and complete information on the price, conditions and characteristics of the tourist services offered.
- 3.- Obtain all the documents that accredit the terms of the contracting of the tourist services and their proof of payment.
- 4.- Access the Establishment and have free entry and permanence in it without more or less limitations than those established by the specific regulations of the hotel activity and by these Internal Regulations, without there being any discrimination based on birth, race, sex, religion, opinion or other personal or social circumstance.
- 5.- To be treated correctly and with respect.
- 6.- Have your own security and that of your property, and receive from us information about any risk that may arise from the normal use of the facilities and services, as well as the security measures adopted.
- 7.- Enjoy the tranquility and privacy in the terms established in the current legislation and be informed of any circumstantial inconvenience that may alter the tranquility and rest.
- 8.- Not to be disturbed by advertising practices contrary to current regulations.
- 9.- To be able to identify, through the corresponding badges, the classification, category and specialization of this Establishment, as well as the quality, capacity and any other information related to the exercise of the activity.
- 10.- Formulate complaints and claims.
- 11.- Have your personal data protected in the terms established in the legal system.

12.- Consult the terms on privacy policy that is published on our website.

Article 4.- Obligations.

They are obligations of you as a Client of this Establishment:

- 1.- Respect the rules of use and internal regime of this Establishment and the particular rules of the places that are the object of your visits.
- 2.- Observe the rules of hygiene, health, safety, education, social coexistence, clothing and respect for people, institutions and customs for the proper use of the different services that this Hotel offers.
- 3.- Pay the price of the contracted service at the time of presentation of the invoice or, where appropriate, in the place, time and manner agreed, without in any case the formulation of a complaint or claim exempting the obligation to pay.
 - 4.- Respect the environment.
 - 5.- Respect the facilities and equipment of this Hotel.
- 6.- Comply with the reservation regime and respect the agreed departure date, leaving the occupied room free.
 - 7.- Treat our Personnel with respect and dignity.
- 8.- Do not assign your right to use the contracted services to third parties, unless permitted by law.

Hotel customers who by action or omission cause damage to the establishment, if fault or negligence intervenes, are obliged to repair the damage caused.

CAPITAL I I Rules of operation and coexistence

Article 5.- Reservation.

- **5.1.-** All reservations will include the date of the stay, quantity and type of room with its diet, cancellation policy and complementary services additionally contracted; also stating the total and itemized price for each of said concepts, unless it has been offered as a package at the global agreed price.
- **5.2.-** Prior to making your reservation and by the same means used to make it, or another that you choose, you will be informed of your rights and obligations, among others, of the cancellation policy of said reservation, which will be adjusted to the following conditions:
 - a) No show / cancellations, the contract conditions signed with our suppliers will be respected and in case of own reservations through our website the conditions established at the time of reservation will be applied.
- b) Non-refundable = 100% cancellation fees or bonus to enjoy the stay on other dates. Flexible = Free CX up to 48 hours before arrival, no show 1 night penalty.

*In specific special cases, the actions to be taken will be assessed by management and the commercial department.

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- 5.3.- Confirmation by us of your reservation will be considered as a tourist accommodation contract; leaving physical or electronic evidence available to you.
- 5.4.- When you have obtained confirmation of your reservation, we will put at your disposal the type of room reserved on the agreed date.
- 5.5.a.- If we confirm your reservation without requiring any advance payment as a signal, it will be kept until the agreed time, and if it has not been arranged, the reservation will be kept until 8:00 p.m. on the indicated day.
- 5.5.b.- If you have paid the deposit as a down payment, your reservation will be kept without an hourly limit for the number of days covered by the amount of the deposit, unless otherwise agreed.

Article 6.- Prices.

- 6.1.- Our advertising shows that payment for the services will be made prior to their provision. 6.2.a.- Consistent with the above, upon completion of the admission document upon arrival at the Hotel, you will be presented with the invoice corresponding to the contracted services so that, please, proceed to pay it at that very moment if there was not one. made when making your reservation.
- 6.2.b.- The invoice, apart from fulfilling the legally required requirements, will contain the following information:

The global price, including guarantees and payments that, where appropriate, have been made in advance, as well as, clearly and in detail: the amount of all the services consumed provided by the Establishment; the identification of the type of occupied room; and the number of people staying.

- 6.3.- The fact of presenting any claim does not imply that you can be exempt from payment or that you can defer payment.
- 6.4.- Regardless of the price paid in advance, the payment of the price of the services contracted or enjoyed during your stay may be made by prior bank transfer; credit card; or in cash up to the quantitative limit in force at any time according to law.
- 6.5.- Apart from the services contracted when making your reservation and satisfied prior to their provision, you must pay for the services that you contract and enjoy during your stay at the Hotel, without the fact of submitting a claim implying the exemption payment. In the case of stays longer than a week, the services may be billed weekly.

Article 7.- Occupancy period.

- **7.1.** As a client, you will have the right to occupy the room from 12:00 p.m. on the first day of the contracted period until 12.00 p.m. on the day indicated as the departure date. On dates of maximum occupancy, the availability of the room may be delayed for a period of time not exceeding three hours.
- **7.2.-** Unless otherwise agreed, the extension of the occupation of your room for a period longer than that contracted will generate the obligation to pay the amount established "late check-out".
- **7.3.-** You may stay housed for more days than those specified in the admission document, provided there is prior agreement based on availability. In case of agreement, it will be understood as a new reservation and will be recorded in the same admission document.
- **7.4.-** The occupation and stay of two people in a double room that had been contracted as a single room will not be allowed. In this case, the fixed rate for double use will be paid.

Article 8.- Security safe service and safe in rooms.

- **8.1.** This Establishment has a security safe service for the custody of money and valuables, in its rooms.
- **8.2.-** Our Hotel is not responsible for the loss or theft of money or valuables that are not deposited in the security safe and whose value must be declared in writing. If it is not stated, we will respond up to the limit of €1.500 €

This Establishment will not be liable for money or valuables deposited in the room's safe for a value greater than €1.500 €.

Article 9.- room cleaning service.

The room cleaning service is daily, from 9:00 a.m. to 3:00 p.m.

Article 10.- Prohibitions.

- **10.1.** The occupation and stay of two people in a double room that had been contracted as a single room will not be allowed. In this case, the fixed rate for double use will be paid.
- **10.2.-** Smoking is prohibited throughout the Establishment, with the exception of designated areas.
 - 10.3.- It is prohibited to bring food or drinks into 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 allow animals.

10.6.- The entrance to the rooms of people who are not previously registered is prohibited.

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 of access in response to said capacity. Cuando se haya superado el horario de cierre de la zona o instalación.
- b) When the minimum age established to access the area or facility is not reached according to current regulations.
- c) When violent attitudes are shown or manifested, especially when they behave aggressively or provoke altercations.
- d) When it causes situations of danger or inconvenience to other users, or does not meet the hygiene conditions.

In particular, access or stay will be prevented for people who are consuming drugs, narcotic or psychotropic substances, or show symptoms of having consumed them, and those who show signs of obvious behavior of being drunk.

- e) 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 help of the Security Forces and Corps 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 provided for in section 9.1 of this article is obliged to pay the expenses that have been generated up to the moment of the prohibition of access or permanence in the area or installation of the Hotel.

Article 12.- Basic rules on clothing and cleanliness.

- **12.1.-** With the exception of the hammock, pool and beach areas, the Client must be covered with clothing and depending 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 hammock, pool and beach areas.
 - **12.3.-** You have to make use of the bins and ashtrays.

Article 13.- Advice and suggestions

- 1. Watch and control your luggage. Don't leave it unattended.
- 2. Watch and control your belongings both on the beach and in the pool, do not leave them unattended.
- 3. Keep the door closed when you are in your room. Close your bedroom door when you leave it, and try opening it again to make sure it's locked properly, even if you're only away for a short time.
- 4. Close your luggage when you don't use it and put it in your locker. If the luggage has a lock, always use it.

- 1. Never display jewelry, money, or valuables in your room.
- 2. Immediately notify the Hotel Management of any abnormal event that you notice, such as: people in a suspicious attitude in the corridor, repeated telephone calls from people who do not identify themselves, knocks on the door of your room from people unknown to you, or not finding no one at the door when you go to open it.
- 3. If you forget or lose your key, only the Reception staff is authorized to provide you with a new key to open your room after checking.
- 4. In case you smoke on the terrace of the room, our security measures require that you put out your cigarette before retiring to rest.
- 5. Do not be upset if they ask you to identify yourself when requesting a new key, it is for your security.
- 6. When establishing social relationships with unknown people, do not reveal the name of the Establishment or your room number.
 - 7. Never allow people into your room with unsolicited deliveries.
- 8. Never discuss specific plans for future excursions, outings, etc., in public or with strangers.
 - 9. If you wish not to be disturbed, hang up the "Please Do Not Disturb" sign.
 - 10. If you discover any type of deterioration or anomaly, contact Reception.
 - 11. The electrical installation in your room is 220 volts.
- 12. Please respect the areas in which the rooms are located during nighttime and siesta hours, and in general, avoid making unnecessary noise.
- 13. Please use the facilities properly, respecting the furniture and the gardens of the Hotel.
 - 14. Please respect the hours of all the Hotel facilities.
- 15. We appreciate your participation in the event that, during your stay at the Establishment, any accident and evacuation drill is practiced.
- 16. Some hours may change depending on the time of year.

CAPITAL III

Information about the administrative organization of the hotel

Article 14.- Doubts and various questions.

In all cases in which you have doubts or issues related to the operation of our Hotel, you can contact the Reception staff or the Customer Service, where they will be resolved or, failing that, you will contact the staff authorized to resolve your issue. question or doubt; being the director of the Hotel the maximum person in charge of it.

CAPITAL 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 directly at Customer Service or at Reception.
- **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 activities and musical performances may be modified without prior notice.

CAPITAL V

Information about other services provided directly by the Hotel

Article 16.- Services provided by the Hotel

- **16.1.-** This Hotel offers Clients the following services: bar, restaurant, swimming pool ,gym and Wellness Center
 - **16.2.-** The rules of use of each service are as follows:

RESTAURANT / BAR

Check the opening hours at the entrance of the restaurant or bar. These schedules can be modified according to the months of high and medium season.

It is not allowed to take food from the buffet restaurant.

Access to the Restaurant or the Bar with only a bathing suit is not allowed.

Access to the Restaurant for dinner is not allowed with sportswear, or swimwear, shorts or tank tops and without shoes.

POOL AND BEACH

The pool hours, as well as the information related to said facility, are displayed on the sign for this purpose in the bathing area. Access to the pool will only be allowed to Clients staying at the Establishment, and to those who have paid the day pass access fee, if it is fixed.

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

It is not recommended to use these services as they are not regulated by law or have any quality regulation.

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

The use of the pool loungers is free. The Establishment has a "No Sun Lounger Reservations" policy 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 60 consecutive minutes, as long as there are other users waiting to occupy them; being so that personal belongings will be transferred and deposited at the Reception. Those users who wish to keep their loungers during lunch as long as it takes place in one of the Hotel's restaurants, may request assistance from the customer service staff to keep their loungers reserved for up to two hours for said purpose.

The use of room towels for the pool or beach is prohibited. We provide you with free towels for the exclusive use of the pool or beach through a system of free cards/deposits. Pool/beach towels are delivered/collected daily at the welcome lectern in the pool area after plastic cards have been delivered to Reception that customers must exchange for the towels. These cards must be delivered to the "check out" as proof of having returned your towels. If you do not have the card for its return at check-out, a charge of €20 per card not delivered will be made on the invoice.

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

WELLNESS

The wellness schedule will be at the entrance of each area.

To carry out the treatments and massages, it is necessary to reserve in advance and the use of a mask is mandatory.

The use of Wellness towels is exclusive to the Center; It cannot be used in another Hotel service.

Entry is not allowed for children under 16 years of age.

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 will be charged to the room. In the event that the Spa was closed two hours before, you must notify the Hotel Reception, indicating the room number and reserved treatment.

GYM

The Gym schedule is at the entrance of the Gym.

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

You must use the gym equipment with sports clothing and shoes suitable for the class of facilities.

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

It is totally forbidden to smoke and ingest food or alcoholic beverages 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 place corresponding to the end of the

In this sense, the utmost care is requested with the material in order to avoid premature deterioration.

In case of doubt or failure, please notify Reception or Customer Service as soon as possible..

CAPITAL VI

Information to users about the facilities or services that pose some 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 facility or service may pose any risk to your health or physical integrity, we strongly urge you to contact our Customer Service to inform you and resolve any issue that may have arisen. about.
- **17.3.-** In any case, if you have doubts that the use of any facility or service may pose risks to your health or physical integrity, opt for another service or facility.

CAPITAL 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 an emergency situation or health crisis that affects the normal development of our Hotel, it will be announced on our website so that, as a Client, you are aware of the measures that are adopted and comply with them.
- **18.2.-** The Client who, in an emergency or health crisis situation declared by the Authorities, fails to comply with the measures, mandatory or recommended, that

have been adopted in this Establishment may motivate the immediate termination of

your accommodation contract; his stay being canceled without the right to any refund, and with notice to the competent Authority.

CAPITAL VIII Personal information

Article 19.- Personal data.

The personal data of the Clients will be processed for the purpose of booking, providing and collecting hotel services and in the case of having their express consent, sending information about offers and services of the Hotel; being able to exercise the rights of access, rectification, deletion (oblivion), 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).