

**PROPERTY NAME:**



**DAIA CONIL SLOW BEACH HOTEL**

**Nº RTA**

**H/CA/01146**

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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 precepts 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.

The owners or employees of the hotel establishment will be able to ask the police to evict 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.

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 bulletin board located in the reception area, as well as on our website. It is noted that the facilities and services provided in this Establishment are primarily intended for adults aged sixteen years and older; therefore, this establishment does not offer facilities or services for individuals under this age, including cribs or extra beds. The Hotel's accommodation policy stipulates that rooms may only be occupied by the number of people assigned to them based on their type, and thus may not

<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



be shared by more people than those intended for that particular room type. Consequently, the accommodation of two adults and one minor between the ages of zero and sixteen years old may only be carried out in the “Junior Suite Sea View The One”, “Junior Suite Frontal Swim-Out The One”, or “Master Suite” room types, which are configured to accommodate up to three people, with lodging and buffet breakfast without any age restrictions.

In the event that a customer requests a room reservation for one adult accompanied by a minor between zero and sixteen years old, the reservation will be accepted subject to availability, with the occupancy in all cases considered for two people, and the corresponding rate for the room type requested by the customer for double occupancy will be applied.

## **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 the services will be invoiced for payment straight away.

**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; 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.

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3.This hotel establishment only accepts the following bank cards: VISA, MASTERCARD, AMERICAN EXPRESS.

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

**8.1.a-** This establishment has a safe deposit box service for the safekeeping of money and valuables, which can be deposited at reception after signing the corresponding receipt. This service is subject to a cost of 3.25 € per day.

**8.1.b-** The rooms are also equipped with a safe, the use of which is free of charge.

**8.2.-** Our establishment will respond up to 3.000,00 € for money or valuables deposited in the safe of the room, provided that (I) the safe is found to have been forced and (II) the person concerned has filed the corresponding complaint with the Police or Guardia Civil.

**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.-** It is forbidden for people accompanied by animals to enter and stay in this establishment, with the exception of people accompanied by guide dogs, as established by Law 5/1998, of 23 November, regarding the use in Andalusia of guide dogs by people with visual dysfunctions, and people accompanied by assistance dogs, under the terms determined by the regulations governing the use of assistance dogs for people with disabilities in Andalusia, in accordance with the provisions of article 52 and the first additional provision of Law 4/2017.

#### **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 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.

**11.4** Given the unique weather conditions of the province of Cádiz and the recurrence of strong wind gusts in the coastal area, the Establishment has a mandatory Wind Protocol in place to guarantee the safety of both Clients and staff, as well as the integrity of the facilities.

#### **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; Wellness; and Gym ".

**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: 8:00 am to 11:00 am. Subject to modifications of demand and season

Lunch: 01:30 am to 4:00 pm (only high season)

Dinner: 7:00 am to 11:00 pm Subject to modifications of demand and season

Bar: 11:00am to 01:00 hrs Subject to modifications of demand and season

DAIA Splendid opening hours only in high season:

12:00 am to 00:00 pm. Subject to modifications.Lounge & Cocktail Bar

Lunch: 2:00pm to 4:00 pm Aprox. Subject to modifications.

The One service opening hours:

Snack & Drinks: 12:00 am to 8:00 pm

Access to minors in the "The One Room" is not allowed, even if accompanied by an adult.

It is not allowed to leave the "The One 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 12:00 to 24:00 hours. This service has an increase of 20% on the prices of the menu itself.

Hammocks The One Zone:

This area is only intended for the use of the The One Service

## POOL



The heated pool hours are from 9:00 a.m. to 9:00 p.m.

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

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 it.

The use of the pool loungers is free, and the loungers on the beach are under cost. 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. Those users who wish to keep their loungers during lunchtime as long as it is done 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 that purpose.

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.

## WELLNESS

**Opening hours:** Monday to Sunday from 11am to 19pm. Opening hours may vary depending on the season.

**Payment:** All treatments are subject to the stipulated fee.

**Reservations:** Advance reservations are required at the Wellness reception desk, by telephone, WhatsApp or email.

**Admission:** Admission is not recommended for children under 16 years of age.

**Amenities:** A locker will be provided for you to store your belongings. Wellness is not responsible for the loss or theft of personal items on the premises.

**Cancellation or modification of reservations:** Any changes or cancellations must be notified to the Spa & Wellness & Spa reception at least 24 hours in advance.



**No-show or late cancellation:** In the event of a no-show or notification less than 24 hours in advance, 100% of the cost of the treatment or service will be charged to your room.

**Cancellation Notice (Spa Closed):** If the Spa is closed, please notify 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 in proportion to the delay so as not to affect subsequent bookings, provided that there is no availability to extend it.

## GYM

**Opening Hours:** Monday to Sunday 7am to 9 pm

**Access for Minors:** Children under 16 years of age are not allowed to enter without the company of an adult.

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

**Attendance:** The gym does not have permanent professional supervision, except during scheduled activities.

**Disclaimer:** Sports activities are voluntary and at your own risk. The hotel accepts no responsibility for any injuries that may occur while using the facilities.

**Required clothing:** Closed sports shoes and a T-shirt must be worn to use the facilities and machines.

**Towel provision:** The use of a personal towel is compulsory for hygiene reasons and to preserve the equipment. Towels are available in this area. Once you have finished your session, please place your used towel in the designated containers or baskets.

**Prohibitions:** Smoking, eating or drinking alcoholic beverages inside the room is strictly prohibited.

**Notices:** If you detect any anomaly or malfunction in any machine, please report it to reception or the Customer Service department by dialling 9 from the telephone available in the room.



## 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.- Accommodation for dogs.**

It is forbidden for people accompanied by animals to enter and stay inside this establishment, with the exception of people accompanied by guide dogs, as established by Law 5/1998, of 23rd November, regarding 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 28th 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).

