# Internal Regulation La Cala Resort Hotel

RURAL HOTEL \*\*\*\*

RTA #: H/MA/01488

We appreciate your choice to stay with us, as well as your strict observance of our Regulations, prepared for the benefit of all our guests.

The first Chapter of Andalusia's Decree-law 13/2020, of May 18<sup>th</sup>, establishes, among other items, measures relating to hotel establishments including arrangements for said establishments and the regulation of their technical and service provision conditions.

The Hotel hereby presents its Internal Regulation, which contains the policies and rules that will govern the relationship between the Hotel and its clients. These Regulations shall also be applicable and binding for:

- Visitors and/or occasional companions of hotel guests
- Users of services and facilities open to the public
- Any person who, even occasionally, visits or wanders inside the hotel
- Attendees of events taking place at the hotel
- Contracting parties, organizers and staff involved in the organization and running of events held at the hotel.

The Regulations will apply to all spaces and areas of the establishment, be they for exclusive or common use, without distinction. These Regulations are made available to clients at hotel reception and they may consult them whenever they so wish. Additionally, these Regulations are available on the hotel's website. Ignorance of these Regulations is no defence for non-compliance, as these Regulations are based on current laws and legislation.

These Regulations will be in continuous and uninterrupted effect until they are amended or replaced by other. In any case of doubt, they shall be deemed as fully satisfactory in all their rules and stipulations.

The rules and prohibitions contained in these Regulations which should be complied with by their intended recipients, should not be understood to exclude analogous or similar behaviours not specifically set forth within, but that clearly diverge from the spirit and intent of these Regulations.

Infringements of these Regulations, to the extent possible, will be corrected immediately and, when appropriate, may be punishable in accordance with labour, civil or criminal legislation, irrespective of other liabilities that the offender may incur legal fees should warranted action be taken.

The Hotel reserves its right of admission and the right to cancel a reservation, without entitlement to refund, of any guest who contravenes these Regulations, as well as the basic rules of civility and common sense, or acts in any way disrespectful of the Hotel facilities or other people within them, be they staff or guests of the Hotel.

Should you require additional information, please do not hesitate to contact Reception. To this end, we remind you that the Hotel Manager, together with the reception staff are the principal contacts for guests of the Hotel.

#### **Applicable Legislation**

The Internal Regimen Regulation is governed by Spanish law.

#### Language

This Regulation is available in English, however only the text in Spanish is recognized under law, and as the sole legally binding text, the Spanish version shall prevail in the event of any legal proceeding.

#### I. CONDITIONS OF ADMISSION

#### ARTICLE 1. CHECK IN (POLICE REGISTRATION) AND ADMISSION DOCUMENT.

Reception is where the necessary steps are taken for registration and admission, and where magnetic cards are kept to access accommodation.

Check-in takes place from 3:00 pm and until 11:55 pm on the day of a client's arrival, and Check-out until 12:00 pm on the day of departure.

If a guest arrives before Check-in time and the Hotel has rooms available, they may be permitted to enter before 3.00 pm.

If for any reason, a guest has to register their arrival after 11:55 pm, they should try notify the hotel at least 12 hours prior to said arrival.

The Hotel will not provide accommodation to minors who arrive alone, nor will it accept bookings of rooms for stays by minors. However, minors between the ages of 16 and 18 may be authorized in writing by a parent or legal guardian to stay at the Hotel, provided that this adult is the one to take responsibility for the minor and assume payment of the final bill. In the case of minors under the age of 16, they must always be accompanied by a parent or legal guardian.

#### REGISTRATION ON ARRIVAL (POLICE REGISTRATION)

The person or persons who wish to make use of an accommodation unit, common facilities and, where appropriate, complementary services offered by the Hotel, must present their identification documents on registration and sign the Hotel Register of the establishment.

When guests arrive as a pre-booked group (group bookings are considered reservations of 10 or more rooms), their representative will present a complete list of all parties together with the identification documents of all group members.

Valid form of identification in Spain are passports, DNI and Driver Licenses. If you are a foreigner you can register by presenting either a Passport or an Identity Card issue by an EU member State or any of the following countries: Andorra, Iceland, Switzerland, Norway, Malta, Monaco, or San Marino.

You can also register with a current Spanish Residency Permit if you are a foreign resident in Spain.

This rule is mandatory in accordance with the Order of the Ministry of the Interior of the Government of Spain 1922/2.003 of 3 July, which requires registration and entry records for Travellers in a Hotel Establishment, Royal Decree 933/2021 of October 26 and under the

provisions of article 12.1 of Organic Law 1/1992, of February 21, on the Protection of Citizen Security.

In compliance with the above, all guests, whether individuals or in groups, must complete an individual registration sheet.

A registration sheet must be personally signed by each traveller over the age of 14.

Hotel accommodation is non-transferable, meaning that the Hotel must deny accommodation to any guest who does not comply with this registration requirement and has the authority to demand, if it deems appropriate, the identification of the applicant and anyone accompanying them in the hotel. Any person not registered in the police registry is prohibited from entering the Hotel, unless granted the direct permission of Management.

The Hotel Management is not responsible for any false or incomplete information that guest may provide when filling out the registration card, the details of which should be filled out by the user in full, or by the Hotel based on the details that appear on the identification documents provided by the guest.

In compliance with current legislation, the identification data supplied shall be communicated to authorities by the Hotel.

#### ADMISSION DOCUMENT

This establishment, once a person or persons have been registered, will prepare an admission document stating the name of the client to formalize the admission (featuring a person), the commercial name of the establishment, the tourist classification, the identification of the allocated accommodation, the category and dates of check-in and check-out.

The admission sheet provides proof of the tourist accommodation contract and will serve as proof for administrative purposes, and therefore must be signed by the concerned party to formalize their admission. The original signed document shall remain in the possession of the establishment, which must retain it for the period stipulated by law to be made available for any tourist inspection.

By signing the document, the client confirms that all the data provided is accurate and accepts the terms and conditions expressed in the document.

Signing the document also assumes that the Client expressly accepts these Regulations, understands their rights and obligations, and shall be bound to observe the rules contained therein and those dictated by Management for purposes of security, coexistence and necessary hygiene for the proper use of the establishment, its facilities and the equipment of the Hotel.

#### ARTICLE 2. - ACCESS TO THE HOTEL AND ITS SERVICES

Guests may freely access the establishment and stay in the same, within the limitations contained in legislation and set forth in these Regulations.

Guests have the right to receive full and accurate information, and for such information to be provided prior to the contracting of services offered.

In addition, guests have the right to security, privacy and total peace-of-mind during their stay, in accordance with the agreed terms and conditions. Invoices for any services contracted directly to the hotel will be issued in accordance with the current regulations of the Data

Protection Act concerning maintaining the confidentiality of any personal information. In the event of a guest wishing to make a complaint, forms provided by the relevant authoritative department(s) from the corresponding Autonomous Community (region) must be filled out by the guest and handed in at hotel reception.

The submission of any claim or complaint does not exempt the client from the observance of these Regulations or the payment of services.

The hotel is not responsible for the price, nor the use of tools, utensils and other services provided outside the hotel establishment, nor the behaviour of any outside staff, unless expressly reflected in their conditions and rates.

Legal entities or individuals who, on their own basis, provide complementary services in different areas of the hotel, are responsible for their own staff and their behaviour, operation, maintenance, prices and everything inherent in their own services. Each of the different units clearly identifies the holder of the same.

Without prejudice, the Hotel can offer to their clients, at no additional cost, extra services such as tourist information, wake up service, storage of valuables in the Hotel's general safe, the storage of baggage, and taxi calling service.

The Hotel is also able to manage certain services beyond the establishment, such as car rental, excursions, restaurants, and other services related to the stay.

The Hotel may vary the timetables for different services of consumption, use and enjoyment, throughout the seasons, depending on the seasonality, and reserves the right not to admit users outside these hours, or when the maximum authorized capacity is exceeded or admission is limited, thereby damaging the work schedules of such services.

Guests' permission will be sought prior to taking any messages, phone calls, packages or anything addressed to them on their behalf.

The rooms and common spaces of the hotel may not be used for purposes other than accommodation and/or hired services, either by the guest or his/her companions, or by third parties. Consequently, the rooms and/or common spaces may not be used for activities such as conducting interviews, filming, taking pictures for promotional activities, photo sessions, etc., unless previously and expressly authorized by the Management of the establishment and always complying with the rest of Internal Regulations, the conditions set by the aforementioned Management and any regulations that apply to the activity in question.

The hotel's swimming pools, as well as the sunbeds and solarium are for the exclusive use of hotel guests. The pool towels provided by the hotel for its guests cannot be taken out of the facilities.

#### **ARTICLE 3. - BILLING AND PAYMENT**

The billing of accommodation rates will be computed per day and in accordance with the number of overnight stays.

The minimum billing for accommodation will be at the rate of one overnight or day, with the understanding that this ends at 12:00 noon the day after the date of entry.

Payment methods accepted by the Hotel are the following:

- Cash, Debit cards (Maestro) and Credit cards (Master Card, Visa, Amex, American Express, Diners Club, Discover, JCB and Union Pay).
- Personal cheques are not accepted.
- When payment is made in cash, this must be done in euros.

Cash payment may not exceed the amount of 1,000 euros and, given that all transactions must be exercised in accordance with the requirements of good faith, bills used must be appropriate for the amount being paid, meaning the Hotel reserves the right to refuse high denomination bills if the amount to be paid is significantly lower.

Guests are obligated to pay the amount of contracted services when presented with the bill or in accordance with the agreed terms.

Any food or other goods initially found in the Hotel room (for example towel, bathrobe, cushions), which you take with you or are otherwise not present when you leave the room will be charged at the equivalent amount as detailed on the price list available at Hotel reception.

A bill may be presented by the Hotel before the end of a stay, if during this period, the services enjoyed (whether accommodation, extras or both) meet or exceed the sum of 500 euros.

The establishment may require its clients, at any time and after the presentation of a bill, to pay for services provided outside the accommodation, even when the payment for these has been agreed in advance.

The departure of a client before the end of the contracted stay shall not exempt the client from paying the full amount for all reserved days and contracted services.

If a client intends to leave the establishment with a wholly or partially unpaid bill, the Hotel will be entitled to request the assistance of the authorities.

#### ARTICLE 4. - ADVANCE GUARANTEE OF PAYMENT

The Hotel may request advance payment by credit card for any contracted services, in accordance with applicable law, including the full amount of the reservation plus taxes and tourist tax that may apply, and any extras booked or enjoyed by a guest.

This guarantee may be extended to damages or malfunctions that occur in the fixtures, furniture, or other elements of the establishment due to a guest's negligence or misuse.

To such effect, the Hotel can ask a client upon arrival, or when making their reservation, to provide a credit card number where, in the event of non-payment of any bill, the client will be charged for the same.

As Management's full discretion, such a request may be made even for accommodation that is pre-paid or comped, so as to ensure payment for extra services that have being used, as well as to cover anticipated damages and/or malfunctions.

The Hotel reserves the right, in the event of any damage, malfunction or theft in a room or any other area of the hotel attributable to the customer, to use the breakage deposit and/or claim this in compensation.

The Hotel is also authorized to use the client's credit card number to charge or preauthorize the amount of the first night contracted, even days before the client's arrival, in order to verify the validity of said card.

If a card cannot be provided, prepayment for the stay and a security deposit of 500 euros will be required, as well as upfront payment for any extra services requested.

#### ARTICLE 5. - PERIOD OF OCCUPATION OF ACCOMMODATION UNITS

Hotel rooms should be used based on the number of nights booked.

Occupation of an accommodation unit begins at 3:00 pm on the first day of the contracted period and ends at 12:00 noon on the day indicated as that of departure.

However, on dates of maximum occupancy, when there is a higher number of check-ins and check-outs, it is possible that not all rooms will be available at this schedule due to lack of availability and cleaning schedules, which can lead to a delay of up to four hours in making the accommodation unit available to the guest. Availability may also be delayed in the case of exceptional circumstances which prevent, for reasons beyond the Hotel's control, having the room for the corresponding guest at the time fixed for the beginning of the occupation under the normal rules of check-in.

We ask that the guest communicate their time of arrival and travel plans so as to enable the Hotel to prepare, and also remember that if you do not arrive at the hotel by 11:55 pm (local time) on the day of your arrival, without prior communication from the guest, the Hotel will consider the reservation as a "no show" and it will be automatically cancelled, charging 100% or the outstanding amount of the reservation. However, the reservation will be kept so long as the client has communicated their delayed arrival before the time mentioned above.

In the case of groups of 20 or more people, the establishment may set the departure time from 10 in the morning.

For possible changes, both in occupation as well as an extension of the time indicated, please ask at reception, keeping in mind that you must promptly inform Hotel staff should you wish to prolong your stay, and always before 12 noon of the departure date.

The Hotel will honour your request if availability permits, duly informing any guest who has made the request, and in the case of agreement between the parties, a new occupancy status of the accommodation unit may be set.

Without prior agreement any extension of the time of occupation beyond that booked, will result in the obligation to pay for one more day.

Apart from the above, a client cannot extend the contracted number of days, due to the inconvenience that this would cause for other clients with reservations. The Hotel staff has the power to request help from the authorities and evict clients who fail to comply with the above.

In the event that the client leaves the room on the day of departure prior to the time set for Check-Out, there will be no refund for the total amount of the stay. If the client reduces, in whole or in part, the number of guests on the reservation, it is the Hotel's decision whether or not to grant a refund, though in the case that the room has been indicated as non-refundable or similar, there will be a charge of the full amount of the booking.

When guests are absent for more than seventy-two hours without prior notice, the Hotel is within its rights to deem the contract of accommodation to be suspended or terminated and proceed to collect any luggage in accordance with Article 18 of these Regulations, except in the case that the actual value of a guest's belongings fails to guarantee the amount of the bill.

Under such circumstances the Hotel is permitted to terminate or suspend the stay with the unregistered absence of the guest for more than twenty-four hours. In the event of the death of the occupant of a room, their heirs or representatives will be responsible for paying the resulting costs, including if necessary, the redecoration and disinfection of the room and the replacement of linens and equipment.

#### ARTICLE 6.- NUMBER OF PERSONS PER ACCOMODATION UNIT AND VISITS

As a general rule, people who exceed the contracted room capacity are not permitted to stay. Consequently, two people will not be permitted to stay in a double room that has been contracted as a single. Similarly, no more than two people will be allowed to stay in a double room, nor more than three in a room booked as a triple.

For safety reasons a maximum of four people are allowed to a room, or where appropriate, the maximum number according to the room format and type of reservation.

Otherwise, the Hotel reserves the right to charge the fixed rate for the actual number of people using the room, and at the same time put an immediate end to the client's stay.

Guests staying with infants of 0 to 2 years old may request, subject to availability and in advance, a baby cot at no additional cost. The maximum number of baby cradles in a room is one. Bedside cradles are available on request and must be confirmed by the accommodation. 3 to 11 year-olds are considered to be children, whereas 12 year-olds are adults.

No person has the right to give accommodation to another without the prior consent of the hotel, and if this is given, their movements must be recorded in an admission document.

The Hotel reserves the right to admit occasional <u>visitors</u> and under no circumstances will they be allowed access to the rooms. If the user wishes to receive visits, the Hotel has spaces available for this purpose.

Should a user fail to comply, the Hotel Management reserves the right to order the immediate departure of the visitor.

## II. RULES OF OPERATION OF THE SERVICES PERFORMED BY THE HOTEL

#### ARTICLE 7. - PROVISION OF HOTEL SERVICES

The Hotel offers services and benefits commensurate with its category. Such services and benefits can be found at any time on the official site of La Cala Resort, <a href="https://www.lacala.com">https://www.lacala.com</a> which also indicates that it accepts special requests.

The price of an accommodation unit is deemed to include water supply, electricity, heating, cooling, use of bed and bathroom linen and cleaning of the accommodation.

Some services carry an additional cost, and in such cases, it is prohibited to use the same or receive their benefits if these have not been previously contracted. Such services must be paid for in advance or after being enjoyed, as agreed.

People who represent the Hotel company or provide services inherent to the accommodation shall, to such purposes, have free access to rooms occupied by clients.

This establishment shall, in the provision of its services, comply with the requirements established by Civil Liability covering security in the Hotel, being relieved of any liability in the event of personal accidents due to negligence or recklessness of guests or of their companions.

In the case of technical deficiencies that are beyond the control of the Hotel, the Hotel is committed to managing the solution causing the least inconvenience to the client.

The furniture and utensils of the rooms, as well as other areas in the hotel, are part of the services provided and have been prepared with the intention of making the client's stay as pleasant as possible, so we ask that you make proper and respectful use of the same. In any case, they are the property of the establishment, and in the event of any loss, theft or unjustifiable damage to the same, the establishment reserves the right to charge their corresponding value.

Without prejudice to the right of admission, Hotel guests can, in general, access the services and equipment offered by the establishment, except where limitations on access have been placed, which will be fully justified and shall in no case be contrary to any rights or constitutional principles.

#### ARTICLE 8. - CLEANING SERVICE

Rooms are cleaned on a daily basis. The schedule for cleaning rooms is, usually, from 08:00 to 16:00 hours. Clients who do not make their rooms available during these hours will not be able to have their rooms cleaned.

If you do not wish to be disturbed, hang the "Please do not disturb" sign outside the door of your room. After 48 hours, the maximum uninterrupted time period permitted by the hotel, the guest's room will be called by telephone. In the event of no answer, the room will be entered for housekeeping and cleaning. If the phone or the door is answered by the guest, apologies will be offered for the disturbance and a time will be agreed with the guest for housekeeping to take place, which must be on the following day at the very latest - provided that the room is in a suitable enough condition for housekeeping to be postponed.

Changing of towels and sheets is done at the guest's convenience, or at least every three days. If you require towels, a change of sheets, restocking of the welcome set or cleaning of the room within a specific time within the cleaning schedule, please contact reception.

#### ARTICLE 9. - LAUNDRY/DRY CLEANING AND IRONING SERVICE

In each room you will find information about laundry, dry cleaning and ironing services, their prices, delivery schedules and the turnaround of garments.

The Hotel is not responsible for any shrinkage, discoloration, or deterioration of garments due to their prior condition.

If you wish to iron clothes in your room, you have at your disposal an iron. Please exercise extreme caution if you use the iron in your room.

#### **ARTICLE 10. - PARKING**

The exterior parking is a service for hotel guests, the use of which is free.

Do not leave money or valuables inside vehicles.

The Hotel is not responsible for robbery, theft or damage to vehicles, including all objects or living creatures contained therein, regardless of the fact that they may be parked in spaces provided by the Hotel itself.

#### ARTICLE 11. - SAFE DEPOSIT BOX SERVICE

In every accommodation unit a free safe has been installed to store valuables.

These safes are provided by a third-party company.

Please store your valuables and/or money in the safe in your room, whenever the total amount or value is less than 1,200 euros.

If you are staying with sums of money and/or valuables worth a higher amount, you can deposit them for safekeeping in the establishment's General Safe - please ask at Reception.

The Hotel is not responsible for any type of theft, robbery or loss of objects or sums of money not deposited, upon receipt, in the aforementioned Safe or at Reception.

The Hotel will also not be held liable in the event of armed robbery or any other event of force majeure.

#### ARTICLE 12. - MEDICAL ASSISTANCE AND FIRST AID

If your physical abilities are limited or you suffer from contagious illnesses or conditions, please inform Reception staff as soon as possible on your arrival to ensure that the Hotel can take any appropriate measures that may be necessary. This establishment has a first aid kit, signposted and fully equipped and available to any of our guests who may require it.

If a guest becomes ill, Hotel Reception will contact the medical service at the express request of any guest who requires it so that they may receive medical attention or be transferred to a suitable facility. The cost will be borne by the guest.

In the event that the guest who falls ill is not able to act for themselves and there is not a person who may act on their behalf, the Hotel will take the necessary steps to ensure that they receive medical attention. In such case, the Hotel may require the guest themself, or failing that, family members or a third party, to cover any costs that the Hotel has incurred.

In the event that a guest suffers (or is likely to suffer) a contagious infection or other disease that renders a danger to others staying in the Hotel, the Hotel has the right to terminate the contract with immediate effect and force this client to leave the Hotel posthaste.

The Hotel is not responsible for any kind of accident and/or incident that a guest suffers on Hotel premises, such as falls, bumps, or animal bites, among others. Any cost arising from such accidents or incidents shall be borne by the guest, exempting the Hotel of any and all liability of a legal nature.

In the event of the death of a guest on premises, the Hotel may require family members, heirs or a third party to pay, in addition to any outstanding service payments, compensation for expenses incurred by the Hotel with reason or relation to the death. Expenses that the hotel may claim include cleaning, in addition to those expenses related to normal cleaning, those incurred by the hotel due to an illness, death or any other health-related event or incident suffered by the guest on the premises of the establishment.

#### III. COEXISTENCE AND HYGIENE RULES

#### ARTICLE 13. -SMOKING

This Hotel is a smoke-free environment, meaning that smoking is prohibited throughout the interior spaces of the establishment. This smoke-free environment also applies to all rooms.

The use of electronic cigarettes and vaporizers is also strictly prohibited.

Smoking is only permitted in the exterior or on the balcony of a room so equipped.

Please put your cigarette out before entering the facilities, using the ashtrays provided.

We remind you that all rooms and common areas are equipped with fire detectors.

If a guest is found smoking in their room or inside any other area of the Hotel, the Hotel has the power to rescind their stay, reporting them and/or passing on damages and losses.

Under all circumstances, your account will be billed a fee of 250 euros per day + VAT or its equivalent to be paid at the time of check out for cleaning and deodorising the room or area concerned.

The fee for cleaning and elimination of smoke is subject to change.

#### ARTICLE 14. - FOOD AND DRINKS SCHEDULE

For guidance purposes, we inform you that the schedules of food and beverage services presently offered or likely to be offered at the hotel, will generally fall within following time slots.

✓ Panoramic Bar & Restaurant:

From 10,30 am to 1:00 am

✓ <u>Clubhouse Restaurant</u>

From 8,00 am to 10.30 pm

✓ Buffet Breakfast:

From 7.00 am to 10.30 am

✓ <u>La Bodega Tapas & Grill Restaurant:</u>

From 7.00 pm to 10.30 pm

✓ <u>La Terraza Restaurant:</u>

From 7.00 pm to 10.30 pm

✓ Room Service

From 10.30 am to 11.00 pm

Some schedules may vary depending on the time of year or any other circumstance that makes it necessary.

Paid-for dining services are personal and not transferable.

You are not permitted to take food or drink out of the Hotel dining areas.

You are also not permitted to bring food or drink (except food for babies) into the rooms and/or public areas of the hotel, unless these have been acquired within the facilities of the Hotel, or the bar or restaurant of the same; otherwise the Hotel, at its sole discretion, may make an additional charge (such as a bottle opening service, provision of cutlery, or other services provided by the establishment in relation to this issue).

The Hotel may prevent access by any external food delivery service, even when this service, in breach of the aforementioned has been requested by a guest staying at the Hotel.

In addition, the Hotel is not responsible for any goods brought into the hotel that contravene that stated above.

Guests who drink alcohol should do so responsibly. Hotel staff may refuse to serve alcoholic beverages to guests who are not consuming responsibly.

#### ARTICLE 15. - CLOTHING AND APPAREL.

As a general dress code while in Hotel facilities, clothing or apparel should be appropriate and as established for the activity in which the guest has chosen to engage.

In addition, guests must comply with dress codes that may be mandatory, particularly in certain areas of the Hotel, such as the bar and restaurants, or any dress requirements owing to special occasions, health regulations or events taking place within the premises of the Hotel.

No one is permitted to enter or stay in the Hotel wearing clothes or symbols which incite violence, racism and/or xenophobia.

It is also not permitted to walk through or visit the Hotel facilities in inappropriate clothing or attire, including but not limited to entering Reception in one's pajamas or walking through the hotel shirtless.

#### ARTICLE 16. - ANIMAL ACCESS.

Guests are not permitted to access or stay at the hotel accompanied by pets, domestic animals of any kind, birds or any other type of creature, with the exception of persons accompanied by guide dogs or dogs for assistance, as established in relevant sector legislation for the use of guide dogs by those with impaired vision, whether in whole or in part.

In all cases, the person bringing in an animal and/or its owner will be held responsible for any harm, damage or breakage caused by the animal to objects, goods and/or facilities belonging to the Hotel, its guests or visitors to the Hotel.

#### ARTICLE 17. - CHILDREN'S STAYS

The protection of all Hotel guests, especially children, is of paramount importance to the Hotel staff. For that reason, we require that those responsible for their care be attentive to their whereabouts, any activities they engage in, and also their behavior in public areas of the Hotel, so as not to adversely affect others.

Parents and guardians are responsible for the behavior and supervision of all minors within Hotel premises throughout their stay. They must ensure that said minors make correct use of

the facilities and above all, respect common areas: only use the lift when accompanied by a responsible adult, do not run down the corridors, do not scream in the restaurant, do not play on the terrace, do not leap around uncontrolled.

Any damage caused by minors in the absence of such supervision shall be the sole and exclusive responsibility of their parents or legal guardians, with the Hotel exempt from any and all liability.

In accordance with current legislation, persons under the age of eighteen years that have access to the establishment will not be sold, served, given or allowed to consume alcoholic beverages. The sale of tobacco to minors is also strictly forbidden.

#### ARTICLE 18. - LOST AND/OR ABANDONED PROPERTY

Items found in rooms or other areas of the hotel, once the period of a guest's stay is completed or, as the case may be, suspended, will be removed after an inventory of the same which shall be confirmed by two witnesses.

The items will be available to the client who has lost and/or abandoned them to be collected from the hotel.

To locate an object quickly and effectively, a client should supply as much information as possible, detailing the lost item and the circumstances surrounding its loss.

If the client requests that the item be sent to them, they must pay the freight transport costs and any other related costs borne by the Hotel.

Any personal identification documents (D.N.I., passports, etc.) will be turned over to the police should they remain unclaimed.

Perishable goods, if not claimed, shall be destroyed the day after they are discovered. Any other items found will remain in the Hotel offices for a maximum period of ninety days.

If it is known to whom they may belong, such period will be counted from when this person has been reliably notified at the address provided in the admission document in order for a forgotten item to be returned, a written request with a client's address must be presented or sent to the Hotel.

In the case where an address is unavailable, or it is not known to whom the item belongs, the period shall be counted from when it is found.

The same shall apply in cases of abandonment of belongings in the event of eviction and/or expulsion by the establishment due to non-payment, breach of the rules contained in these Regulations, or any other cause.

After 90 days, the establishment can freely dispose of unclaimed belongings as it deems appropriate.

#### **ARTICLE 19. - RULES OF USE**

SILENCE: From 22:00 guests must be quiet in hallways and rooms so as not to disrupt other Hotel guests. Please moderate the volume of your voices, any music and/or TV programmes.

MOBILE DEVICES: We also request that when using mobile devices in any public area of this Hotel, you do so at minimum volume or use silent mode out of respect for other guests or visitors.

COMPUTER DEVICES: When using computer equipment and internet connections located in the Hotel, the Guest must act in accordance with current legislation (especially regarding intellectual property laws) and preserve the state of the Hotel's hardware and software.

FIRE EXTINGUISHERS: The Hotel has installed ample fire extinguishers and smoke detectors to be used in the event of an emergency. In such a case, you must follow the instructions indicated on these devices and promptly inform Reception.

ELECTRIC CURRENT: The electrical installation in your room is 220 volts.

#### CAMERAS AND OTHER PHOTOGRAPHIC AND IMAGE CAPTURE DEVICES:

- It is forbidden to take photographs or shoot film or video footage in which any other guest(s) or employee(s) of the establishment appear, and even more so if there are minors, persons in swimwear, or any other persons who have special characteristics, such as restricted mobility, Down Syndrome, etc.
- It is forbidden to take photographs or shoot film or video footage of the staff of the establishment while they are carrying out their duties, except if the staff member has expressly given their consent. For example, taking a photograph or shooting film or video footage with an entertainer, waiter or other staff member in which it is clearly evident that the this person is posing for the photograph.
- Any unauthorised use of the image of a guest or staff member may constitute an
  offence against honour, privacy, and/or image, punishable by law with sentences of up
  to FOUR YEARS, and, in the event of public dissemination, of up to FIVE YEARS
  imprisonment.

#### IV. RIGHT OF ADMISSION

#### ARTICLE 20. - RULES OF ADMISSION OF PEOPLE AND ANIMALS.

The Hotel is for public use and free access, without restrictions other than those established in current legislation, the provisions of these Regulations and, in all cases, the rules of civil conduct and hygiene.

The Hotel, however, is not responsible for the behavior of guests, nor the objects, substances, or materials they may bring into their rooms, as it lacks the authority to search luggage.

Members of the public will not be allowed to enter or remain in the hotel or its premises without satisfying the requirements on which the Company has made the right of admission conditional.

PEOPLE: Access or stays of persons at the Hotel will be prohibited under the following conditions:

- When the established capacity of guests inside the establishment has been reached.
- When it is past the closing hours of the Hotel.

- When they are under the minimum age required to access the venue, under current legislation.
- When the person seeking access has not paid for the entrance fee or ticket in cases where this is required.
- When the person displays a violent attitude, particularly if they behave aggressively or cause altercations.
- When the person is carrying weapons or objects capable of being used as such, except in accordance with any provisions in specific current legislation, members of the Armed or Security Forces or bodyguards employed by private companies, who may access the establishment in the performance of their duties.
- When wearing clothing or symbols that incite violence, racism or xenophobia under the terms outlined in legislation on public safety and the Criminal Code.
- When causing danger or annoyance to others, or not meeting the standards of personal hygiene in accordance to the social norms prevalent in today's society and which may, consequently, cause a nuisance to others.
  - Persons will be prevented from accessing or, as appropriate, staying at the establishment who have consumed drugs, narcotics or psychotropic substances, or show symptoms or signs of having consumed them.
- When the person lacks due respect for hotel employees or other guests.
- When a person behaves improperly, shouts, or causes loud noises that disturb other guests, disrupt the peace in the Hotel or the normal functioning of the establishment.
- When they take actions or attitudes against the health and cleanliness of the establishment.
- When regulations for the prevention of contagion by COVID-19 (use of masks, safety distance, etc.) or by any virus that may arise at a future date, are breached, as established by government regulations at any time.
- When they act against the social norms of the establishment or provoke, whether themselves or through persons who are responding to them, any flagrant inconvenience to other guests, visitors or third parties, or perform any act that could affect the tranquility and privacy that guests expect during their stay at the Hotel.
- When they carry out, promote or encourage discriminatory acts against other guests, visitors or employees of the Hotel, or even their own companions, or act rudely or aggressively to any of them.
- When they do not pay for services or benefits that require payment.
- When they remove objects or property belonging to the Hotel, either from their room or other areas, without the express consent of the Hotel.

- When they damage or otherwise harm, partially or totally, the facilities, accessories, property, services, persons or supplies of the Hotel, or of any other party to whom these Regulations apply.
- When they reveal or share data of a confidential nature of the Hotel that has been obtained in the course of or as a result of their stay or visit to the Hotel establishment.

In addition, access and/or stays will be prevented for those who refuse to comply with the legal obligation to fill out and sign the entry records for travellers, with all the data required in the same (including the type and number of identity document), in accordance with the Organic Law 1/1992, of 21 February, of Protection of Public Safety, and the Order Int/1922/2003, of 3 July, of the Ministry of the Interior, about registries and entry records for travellers in hotel establishments and others of a similar nature.

When any of the above circumstances occur or a person commits one or more of the restrictions listed above, the staff responsible at the establishment may require them to leave, having paid, where necessary, any outstanding balances for services and/or consumption.

It is, hereby, expressly stated that free access to the facilities, services and accommodations of this hotel establishment, for all persons who wish to do so, will not be denied or restricted on the basis of sex, disability, with or without a guide dog, religion, opinion or any other personal or social circumstance.

The Hotel can seek the help of the authorities to remove users from their premises who fail to comply with these regulations, who intend to access or stay for purposes other than the normal use of the Hotel services and also, where appropriate, persons who are not registered as guests, attendees of banquets, conventions, etc., or who for any of the other reasons detailed in these regulations provide cause for denial of access.

ANIMALS: With regard to the acceptance of animals and the conditions for such admission, the following shall apply:

The access or stay of people accompanied by pets, domestic animals of any kind, birds or any other type of creature is prohibited, with the exception of those-or-persons accompanied by guide dogs or assistance as established by the specific regulations on the use of guide dogs by people with visual impairment, total or partial.

#### ARTICLE 21. - OBLIGATION OF PAYMENT IN CASE OF PROHIBITION OF ACCESS OR EVICTION.

Nevertheless, in the cases described above, the person is obligated to pay for any and all costs that have been incurred prior to the moment of their prohibition of access or eviction from the Hotel.

#### ARTICLE 22. - MOVEMENT AND STAYS AT THE HOTEL.

Movement and stays within the hotel are limited to areas dedicated to guests, with access strictly prohibited to rooms or spaces that are reserved or private, expressly excluding access to any rooms reserved for those who have hired them and any guests whom they shall determine.

Reserved or restricted areas shall include those for the exclusive use of the staff of the establishment, access hallways to administrative offices, kitchens, storerooms, staff locker rooms and other service areas.

#### ARTICLE 23. - SECURITY RECOMMENDATIONS.

The Management of the establishment recommends that you:

- ✓ Monitor and take care of your luggage and personal items in public areas, in order to avoid any confusion and/or thefts. Do not leave anything unattended.
- Close the door to your room when leaving and try to open it again to make sure that it is properly secured, even when only leaving for a short period of time.
- ✓ Keep the door closed when you are in your room.
- Protect your room key. Do not simply leave your key at Reception. Always return your key in person when leaving the Hotel.
- ✓ Should you forget or lose your key, only the Reception staff is authorized to provide you with a replacement key to open your room.
- ✓ Immediately notify Management of any unusual occurrence, such as suspicious activity in hallways, repeated phone calls from unidentified parties, knocks at the room door by persons unknown to you or finding no one at the door when you go to open it.
- ✓ Do not invite strangers to your room, nor tell them your room number.
- ✓ Do not allow repair staff to enter your room without having requested it or it having been authorised by the Hotel Management.
- ✓ Do not allow persons to enter your room with deliveries which you have not requested.
- ✓ When socialising with unknown persons, do not reveal the name of your hotel or your room number.
- ✓ Do not store your key card with any document indicating the establishment or room number.
- ✓ Respect any accommodation areas during night hours and siestas and avoid making unnecessary noise.
- ✓ Please use the facilities properly, respecting the furniture and the gardens of the Hotel.
- ✓ Please respect the schedules of all Hotel facilities.
- ✓ Some schedules may be subject to change depending on the time of year, such as those related food and beverage services.
- ✓ To avoid the risk of accidents, do not use glasses and other objects made of glass and/or china in the pool area.
- ✓ We thank you for your participation in the event that, during your stay at the Hotel, any incident or evacuation drill takes place.

#### ARTICLE 24.- HOTEL AUTHORITY.

Partial or total non-observance of any of the rules in these Regulations authorises the Hotel to perform, at its sole discretion, any of the following actions:

- ✓ To invite the offender to modify their behavior or conduct.
- ✓ To require due respect and compliance with standards of behavior and dress.
- ✓ To insist on compliance with the provisions of these Regulations.
- ✓ To apply targeted sanctions to the offender, such as a warning, suspension of the use of all or part of the facilities and/or services provided by the Hotel or exclusion from the Hotel establishment.

- ✓ The Hotel reserves the right to refuse admission or accommodation, and in exercising the same shall be able to ban the entry of those who have previously violated these Regulations and/or those who fail to comply with the requirements listed above.
- ✓ To communicate and notify the competent public authorities to make any necessary intervention.

The Hotel Management will apply sanctions taking into account the following criteria: the severity and nature of the offence and the circumstances surrounding it; any repetition of misconduct by the offender; and the application of previous sanctions to the offender.

The Hotel reserves the exclusive authority to apply or not apply the sanctions provided for in these Regulations. Under no circumstances should the absence of the application of a sanction to the offender be considered by them or other guests or visitors as a right not to be punished in the future for similar cases or other offences they may commit.

In the event that any person fails to comply fully or partially with the norms and rules of these Regulations, in addition to being liable to receive sanctions, the offender shall be obligated to compensate for any damage and harm caused. In any case, the offender indemnifies the Hotel against all damages for any claim or complaint that any third party may direct against the Hotel as a result of their failure to comply with the provisions of these Regulations or current legislation.

The rules contained in these Regulations should in no way be construed as discrimination against any type of ethnicity, nationality, gender, religion, race, age or political ideology of those for whom they are intended, but rather as a suitable means of ensuring that all clients enjoy the excellence and quality of Hotel services.

Under no circumstances should these Regulations be interpreted as limiting or restricting the individual rights of those who voluntarily enter the establishment aware of the characteristics of the same and of the powers that the Hotel possesses to dictate any other rules or regulations that complement, expand, modify or replace the rules established herein, or set new rules to adjust the use of specific sectors of the establishment or modify the way in which those to whom these Regulations apply or other possible applicants must behave, conduct and present themselves in any area or facility of the establishment.

In accordance with all of the above, the Hotel owner may prevent the stay of a client and/or their companions in the establishment, and may directly access the room, without the need for any judicial procedure, in cases of:

- Total or partial non-payment of the bill (see Article 1 of these Regulations).
- Lack of agreement on the extension of the client's stay.
- Use by more than one person of a room booked as a single, more than two people in a double room, or more than three in a room booked as a triple.
- The occurrence of any of the causes that impede access or stay in the establishment, established by the same in exercise of the right to admission.
- Refusal of the client or any of their companions to fill out and sign the entry records for travellers.
- Failure by the client and/or their companions to comply with any of the obligations established in these Regulations or current legislation.

In such cases, a client and/or their companions must leave the room and the full premises of the establishment immediately after being required to do so by the Management.

If a client refuses to leave or reacts in a way that would constitute a criminal offence, the Hotel may request the assistance of the authorities and/or the supervisory tourism body to proceed with the eviction.

This does not prejudice the right of the Hotel to claim from the client payment for any outstanding balance, as well as for any damages whatsoever that their behaviour may have caused.

The relevant authorities to hear and resolve any dispute or conflict between the Hotel and those to whom these Regulations apply shall be the Ordinary Courts for civil matters of the place in which the Hotel is located, renouncing any other jurisdiction that might apply, without prejudice to the intervention of the Criminal Justice system when appropriate.

#### V. PRIVACY POLICY

#### ARTICLE 25. - DATA MANAGEMENT

The Hotel, in order to comply with legal obligations, carry out the provision of the services offered to clients, offer personalized products and services, improve business relations and manage requests made by our clients, necessarily handles clients' personal data in an automated manner and undertakes to comply with current legislation regarding automated data processing.

The main purpose of the processing of data is the management of your stay and any requested services.

The legitimate interest of such processing is established by the execution of the contract of accommodation and services, and where appropriate with express consent granted.

You may exercise your rights with the entity responsible for your data to access, correct and/or delet, in addition to other rights that are specified in the "Additional Information".

Telephone: 952 669 000

Email: hotel@lacala.com

To exercise these rights, the concerned party must write to the address shown above, indicating the right they wish to exercise and including a copy of a document that identifies them conclusively, be it DNI, passport or another equivalent and valid document.

# VI.-ADMINISTRATIVE ORGANIZATION AND RESPONSIBLE PERSON

ARTICLE 26º.- DOUBTS AND MISCELLANEOUS

For any type of doubt or question related to the operation of the Hotel you can contact our Reception staff, who will assist you and, if necessary, refer you to the person authorized to resolve your doubt or question.

## VII.-INFORMATION ABOUT SERVICES PROVIDED BY THIRD PARTIES

#### ARTICLE 27º.- SERVICES PERFORMED BY THIRD PARTIES

You can peruse at the reception desk trips, services and experiences provided by companies other than the hotel operator ("third parties").

This establishment bears no responsibility for the services provided by these third parties.

# VIII.- INFORMATION TO THE USERS ABOUT THE FACILITIES OR SERVICES THAT ENTAIL ANY RISK AND THE SECURITY MEASURES ADOPTED TO THIS RESPECT.

#### **ARTICLE 28.- SECURITY ABOUT FACILITIES AND SERVICES**

Each facility or service of our Hotel is equipped with measures that guarantee your safety at all times.

Nevertheless, if you consider that the use of a facility or service may entail any type of risk to your health or physical integrity, we strongly urge you to contact us so that we may inform you and clarify any questions you have raised about it.

In any event, should you feel doubt about the use of a facility or service that may entail a risk to your health or physical integrity, please choose another service or facility.

#### **ARTICLE 29.- SECURITY RULES**

*Self-Protection Plan*. The client has at their disposal indications of action in case of emergency, as well as evacuation routes, signs and firefighting means. In the event of an emergency, you must follow any additional instructions given by Hotel staff. The obstruction of emergency exits and firefighting means (fire extinguishers, fire hydrants, pushbuttons, etc.) as well as their improper use, may lead to your expulsion from the hotel.

Events. In conference rooms and common areas, the exhibitor/speaker undertakes to comply with the rules with respect of safety in rooms, in particular those referring to maximum capacity, emergency exits and fire measures. Materials and objects will not be supported on walls or seats, but rather, shall be placed in a stable manner and well-stacked in the locations determined for them. Materials and objects that may scratch the floors will not be dragged. Moving blankets or other material must be employed for their transport.

Rental of rooms. The rental or assignment of any space for any person physical or legal does not exempt the expressly responsible party from performing only activities compatible with

legislation and said space, being prohibited any illegal, noisy, annoying, unhealthy, dangerous and/or harmful activity. The person who signs the rental or assignment contract, will be responsible for any activity that ensues, as well as any damages so produced, and must declare said activity in advance in order to establish a Coordination of Business Activities (Royal Decree 171/2004). Any breach or lack of solvency, will lead to expulsion from the Hotel.

Collaboration. If the client feels that the use of any installation or service may entail a risk to health or physical integrity, urgent contact should be made with our Customer Service so that they may provide further information and clarify any questions raised in this regard.

#### ARTICLE 30.- INTERNAL PROCEDURES FOR EMERGENCIES OR HEALTH CRISES.

30.1.-In the event that Public Authorities declare an emergency or health crisis that affects the normal operations of our Hotel, it will be announced on our website, so that the measures adopted are known to our clients and may be complied with.

30.2.- Any Client who, in a situation of emergency or health crisis declared by Public Authorities, breaches the internal rules, be they mandatory or recommended, that have been implemented in this Hotel, shall entitle the Hotel to terminate their accommodation contract, cancel their stay without right to any compensation, and to report this breach to the corresponding Authority.

# IX.- OTHER SERVICES AVAILABLE TO HOTEL GUESTS OFFERED BY OTHER COMPANIES IN THE GROUP.

#### Golf

Three superb championship courses, each presenting its own unique challenges, slot seamlessly into a natural undulating backdrop of stunningly beautiful trees and flowers, rich with birds and wildlife.

We're passionate about our golfing pedigree and it shows. Designed by the renowned Cabell Robinson, each 18-hole course has been created to ensure a testing, yet truly exhilarating experience.

#### **Golf Academy**

La Cala Resort hosts La Cala Golf Academy, which offers lessons and group classes for both beginners and experienced players, with multilingual professionals on hand to improve your game.

Situated beside the six hole par 3 course and overlooking the Mediterranean Sea, it has a grass driving range, as well as putting, chipping and bunker facilities.

Through a wide variety of tuition programs, our resident Golf Professionals are available to pass on their expertise and teach all levels of golfers.

#### La Cala Spa

La Cala Spa is full of natural light and immersed in a breathtaking landscape of manicured gardens, trees and indigenous plants.

The enchanting scenery viewable through large glass walls, combined with selected music and our signature aroma will immediately relax your mind.

Services:

Spa Boutique, Facials, Body Rituals, Massages, Experiences, Hydrotherapy Circuit, Hairdresser and Make-Up.

#### **Sports**

At La Cala we have so much to offer to sports and fitness lovers, plus acres of gorgeous outdoor space to explore. Three New Padel Courts, a floodlit hard tennis court, a squash court, a fitness center and a gymnasium are all right here at the resort. You could try some aqua-aerobics or start the morning with a gentle yoga session.

#### **Real Estate**

#### Frontline golf properties for sale and rental in Spain

La Cala Resort is an exclusive residential and recreational estate of approximately 4 million square meters, out of which 2 million square meters are green land. It is situated between the Sierra de Mijas Natural Park, protected by UNESCO, and the Mediterranean Sea, on the uncomparable Costa del Sol, Spain.