

# AMÀRE

BEACH HOTEL  
MARBELLA

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## **INTERNAL RULES AND REGULATIONS**

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### **PREAMBLE. -**

Andalusia's Decree-Law 13/2020 of May 18th,<sup>1</sup> which, among other things, establishes measures related to hotel establishments, provides in Chapter I their organisation, as well as the regulation of their technical conditions and provision of services.

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

- 1.** Hotel establishments must have internal regulations that establish mandatory rules for users during their stay, which may not contravene the provisions of Law 13/2011 of December 23rd,<sup>2</sup> or the provisions of this Chapter.
- 2.** The internal regulations shall always be available to the users and shall be displayed, at least, in Spanish and English, in a visible and easily accessible place of the establishment. These regulations shall be published on the establishment's own website, if any.
- 3.** The companies operating the hotel establishments may seek the assistance of Security Bodies to evict those who do not comply with the internal regulations, as well as those who do not comply with the usual rules of social coexistence or who intend to enter or remain in the establishment for purposes other than the normal use of the service, in accordance with the provisions laid down in Article 36.4 of Law 13/2011 of December 23rd.
- 4.** The internal regulations shall specify, at least:
  - a)** The conditions of admission.
  - b)** The rules for coexistence and operation.
  - c)** Information on the administrative organisation and responsible person to whom, where appropriate, questions regarding the functioning of the establishment must be addressed.
  - d)** The list of complementary services provided by different companies to the operating entity and identification of the companies responsible for providing them.
  - e)** Information to the users on the facilities or services that pose a potential risk and the security measures adopted in this regard.
  - f)** Information on the admission of animals and conditions for such admission.
  - g)** In general, all the circumstances which allow and favour the normal enjoyment of the amenities, equipment and services.

In compliance of the aforementioned Decree-Law, this hotel establishment has developed the present Internal Rules and Regulations in which the mandatory rules for users during their stay are set out; users that hereafter shall be referred to as Clients.

This Regulation is available to clients, at all times, in both Spanish and English versions, and can be consulted on the notice board located in the reception area, as well as on our web page, meaning that the services provided in this establishment are aimed at a preferential audience of adults only.

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<sup>1</sup> Published in the Official Gazette of the Andalusian Regional Government, Extraordinary No. 27 of May 18th, 2020

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

## **CHAPTER I**

### **Conditions of admission**

#### **Article 1.- Conditions of admission.**

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

- a) For lack of accommodation capacity or facilities.
- b) For not complying with the admission requirements.
- c) For adopting behaviours that may endanger or disturb other persons, whether they are users or not, or that hinder the normal development of the activity.

**1.2.-** Our establishment may seek the assistance of Security Bodies to evict those who do not comply with the Internal Regulations; who do not comply with the usual rules of social coexistence; or who intend to enter or stay in the Hotel for a purpose other than the normal use of the service.

#### **Article 2.- Admission requirements.**

**2.1.-** In order to make use of the hotel room, the admission document must be properly completed on arrival at the Hotel, at which time you shall be informed of your rights and obligations as a Client, as well as of the existence of these Internal Rules and Regulations.

**2.2.-** During completion of the admission document, you must present an official identity document which shall be used by the Hotel to fill in the corresponding entry form in accordance with current regulations on record books and entry forms for travellers.

**2.3.-** Once the admission document has been completed you shall receive a copy, which shall include, at least, the establishment's name, classification and registration code in the Andalusian Tourism Register, the identification of the room, the number guests, the dates of arrival and departure, the contracted food programme and, in the case that the accommodation contract has been signed between you and the Hotel directly, the original document corresponding to the contract indicating the total price of the stay.

#### **Article 3.- Rights.**

As a Client of this establishment you have the rights to:

- a) Receive true, sufficient, understandable and unequivocal information prior to contracting the accommodation period, as well as the total price, including taxes, with a breakdown, where applicable, of the amounts and discounts applicable to any possible offer.
- b) Obtain the documents that accredit the terms of the contract.
- c) Access our establishment under the terms contracted.
- d) Receive the services under the agreed conditions.
- e) Have your safety and the safety of your property, as well as your privacy, duly guaranteed in our Hotel; and to be informed of any circumstantial inconvenience that could alter your peace and quiet.

- f) Receive information about the facilities or services that pose a potential risk and the security measures adopted.
- g) Receive an invoice or ticket of the price paid for the services provided.
- h) Formulate complaints and claims and obtain information on how to submit them and their treatment.

**Article 4.- Obligations.**

As a Client of this establishment you are obliged to:

- a) Observe the rules of coexistence and hygiene.
- b) Respect the internal rules and regulations.
- c) Respect the agreed date of departure from the establishment by vacating the room on time.
- d) Pay for the services contracted at the time of reception of invoice or within the agreed period, and no complaints or claims submitted shall imply exemption from payment.
- e) Respect this establishment, its facilities and equipment.
- f) Respect the environment.

**CHAPTER II**

**Rules of operation and coexistence**

**Article 5.- Reservation.**

**5.1.-** All reservations shall include the date of the stay, the quantity and type of room with its corresponding food programme, the cancellation policy and the additionally contracted complementary services; stating the total and detailed price for each of the concepts, unless they were offered as a package at an agreed inclusive price.

**5.2.-** You shall be informed, prior to making your reservation and by the same means used to make it, or by other means of your choosing, of your rights and obligations and, among others, of the cancellation policy of said reservation, which shall conform to the following conditions:

- a) If the reservation is cancelled with less than two days' notice, you shall be required to pay one night's stay for every tenth or fraction thereof.
- b) If you vacate the reserved room before the last day of reservation, you shall be invoiced for the services provided until that moment plus a penalty of one night for each ten or fraction of the stay not made.
- c) In the case of non-refundable fees, the conditions previously agreed upon shall be applied.
- d) If the cancellation due to circumstances of force majeure, including a situation of crisis or health emergency affecting your place of residence or the place where this establishment is located, the provisions of paragraphs a) and b) shall not be applicable, instead you shall receive a voucher, with a validity of one year, to stay at another time and under the same conditions, albeit subject to availability.

**5.3.-** Our confirmation of your reservation shall be considered as a tourist accommodation contract; a physical or electronic record shall be available to you.

**5.4.-** After the confirmation is obtained, you shall have available the type of room reserved on the agreed date.

**5.5.a.-** If your reservation has been confirmed without requiring any advance payment, it shall be kept until the agreed time, and if the time has not been agreed, the reservation shall be kept until 8 p.m. of the agreed date.

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

**Article 6.- Price.**

**6.1.-** You, as a Client, must pay for the services contracted at the time of reception of invoice or within the agreed period, and no complaints or claims submitted shall imply exemption from payment. In the case of stays of more than one week, the services may be invoiced weekly.

**6.2.-** Payment may be made by prior bank transfer; credit card; or by cash.

**6.3.-** If payment in advance is required for the provision of services, it shall be expressly stated in our advertising.

**6.4.-** In the event that you are asked for your credit card details, it shall be stated in the advertising whether the card is used as a guarantee of compliance with the contract or as an advance payment.

**6.5.-** When making a reservation, we reserve the right to request advance payment of the price as a deposit, which shall be understood as payment of the resulting amount for the services provided.

**Article 7.- Period of occupancy.**

**7.1.** As a client, you shall have the right to occupy the room from 12 p.m. of the first day of the contracted period until 12 p.m. of the day indicated as the departure date, unless a different arrangement is otherwise agreed upon, which, in this case, shall be reflected in the admission document even if said agreement is reached during the stay.

However, on dates of maximum occupancy, we may delay the delivery of the room until 2 p.m., and you shall have the right to access the amenities from 12 p.m. of date of arrival.

**7.2.-** Unless otherwise agreed, the extension of the occupancy of your room for a longer period than contracted shall generate the obligation to pay the established late check-out fee.

**7.3.-** You may stay longer than the number of days specified in the admission document, as long as there is prior agreement regarding availability. In case of agreement, it shall be understood as an extension of the first contract and shall be stated in the same admission document.

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

**Article 8.- Hotel safe and in-room safe services.**

**8.1.** Safe services are available at this establishment for the custody of money and valuable objects, which may be deposited in the reception area.

Likewise, all rooms are equipped with a safe, the use of which is not subject to rental costs.

**8.2.-** Our hotel is not responsible for the loss or theft of money or valuables that are not deposited in the hotel safe and their value properly declared in writing. If not declared, we shall be liable up to a limit of 3,000 euros

This establishment shall not be liable for money or valuables deposited in the in-room safe exceeding the value of 3,000 euros.

**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 occupancy and stay of two people in a double room that has been contracted for a single person shall not be permitted. In this case, the rate set for double use must be paid.

**10.2.-** Smoking is forbidden in the whole establishment, except in the areas designated for this purpose.

**10.3.-** It is forbidden to bring and consume food or drinks obtained outside of the Hotel facilities.

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

**10.5.-** This establishment does not admit animals.

**Article 11.- Limitations.**

**11.1.-** Access to an area or facility of the Hotel shall be limited:

a) When the full capacity has been reached and there is no access available in the meantime.

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

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

d) When violent attitudes are shown or manifested, especially when behaving in an aggressive manner or provoking altercations.

e) When causing situations of danger or disturbance to other clients, or when not complying with the conditions of hygiene.

In particular, access or stay, when appropriate, shall be prevented to persons who are consuming drugs, narcotics or psychotropic substances, or show symptoms of having consumed them, and those who show signs or evident behaviours of being intoxicated.

f) When wearing clothing or symbols that incite violence, racism, or xenophobia, as well as when not wearing the required clothing for the specific area or facility.

**11.2.-** This establishment may seek the assistance of Security Bodies to evict those who fail to comply with any of the limitations listed in the previous section.

**11.3.-** Clients who find themselves in any of the situations envisaged in section 11.1 of this article shall be obliged to pay any expenses incurred up to the moment of prohibition of access, or stay, to the Hotel premises.

**Article 12.- Basic rules on clothing and cleanliness.**

**12.1.-** With the exception of the hammock, swimming pool and beach areas, the Client must be clothed in accordance with the etiquette required for specific services, such as dinner.

**12.2.-** It is forbidden to walk barefoot in the establishment, except in the hammock, swimming pool and beach areas.

**12.3.-** Litter bins and ashtrays must be used.

**Article 13.- Advice and suggestions**

1. Monitor and control your baggage. Do not leave it unattended.
2. Monitor and control your belongings both on the beach and swimming pool areas, do not leave them unattended.
3. Keep the door to your room closed while inside. Close the door when you leave it, and try to open it again to make sure that it has closed properly, even if your absence is only for a short time.
4. Close your luggage when you are not using it and place it in your wardrobe. Always lock your luggage, if it has one.
5. Never display jewellery, money or valuables in your room.
6. Notify any abnormal event experienced to the Hotel Management, such as: people behaving suspiciously, repeated telephone calls of unidentified people, door calls from unknown people or failing to find anybody at the door when answering door calls.
7. If you forget or lose your key, only the reception staff is authorized to provide you with a new key to open your room.
8. In case of smoking on the room's terrace, our security measures require you to put out your cigarette before heading inside.
9. Do not be upset if you are asked to identify yourself when requesting a new key at Reception, it is for your own safety.
10. When you establish social relationships with strangers, do not mention the name of the establishment or your room number.
11. Never allow people into your room with unsolicited deliveries.
12. Never discuss specific plans for future excursions, outings, etc., in public or with strangers.
13. If you wish to have your room tidied, hang the "Please tidy up my room" sign outside your bedroom door. If you do not want to be disturbed, hang the "Please do not disturb" sign.
14. If you discover any type of deterioration or anomaly, please contact the Reception.
15. The electrical installation in your room supports 220 Volts.
16. Respect the room areas during night and siesta hours, and in general, avoid making any unnecessary noise.

17. Please make proper use of the facilities and respect the furniture and gardens of the Hotel.
18. Please respect the timetables of all Hotel facilities.
19. We appreciate your participation in any disaster and evacuation drill during your stay at the hotel.
20. Some schedules may vary depending on the time of year.

### **CHAPTER III**

#### **Information on the administrative organisation of the hotel**

##### **Article 14.- Miscellaneous doubts and questions.**

In cases where you have doubts or questions regarding the operation of our Hotel, you may contact the Reception staff or the Customer Service Department located on the 2nd floor, where they shall be answered or, failing that, you shall be contacted by the personnel authorised to resolve your doubts or questions; the director of the Hotel being the person ultimately responsible for these issues.

### **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 a variety of excursions, services and experiences provided by companies other than the Hotel operator. You may obtain information about these activities directly from the Customer Service Department located on the 2nd floor, 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.-** Amàre Art offers a unique exhibition space of integrated art within the Hotel. Photography, fashion, design, sculpture, video art and painting find a place to interact with those who enjoy original and transgressive creations. Walking down the corridors, stairs, or getting into a lift becomes a global art experience in which sensations are awakened; we beg our clients to please respect and not touch the works of art on display; if you are interested in acquiring any of the pieces, you may ask for information at the Reception or at the Customer Service Department.

**15.4.-** The schedules of the activities and musical performances may be modified without previous notice.

### **CHAPTER V**

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

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

**16.1.-** This Hotel offers the following services to the Clients: Parking and Garage; Restaurant and Bar; The One; Swimming Pool and Beach; Spa; and Gym.

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

### **PARKING AND GARAGE**

This service is available both to hotel users and to the general public, its use may be subject to availability.

This service is subject to payment according to hourly rates that can be consulted in the garage area itself.

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

The use of the parking area for the disabled must be justified by showing the required card inside the vehicle.

For security reasons, vehicles are not allowed to park at the main entrance of the Hotel. It shall only be allowed during the loading and unloading of luggage.

### **RESTAURANT / BAR**

The restaurant is open from 08:30 a.m. to 11:30 a.m. for breakfast and from 12:00 p.m. to 00:00 a.m. for lunch and dinner.

It is not allowed to take food out of the buffet restaurant.

Access to the restaurant and bar is not allowed in swimwear only.

Access to dinner service is not allowed in sportswear, swimwear, shorts, tank tops or similar t-shirts.

Room service is available from 12:00 p.m. to 00:00 a.m. This service has a 20% increase on the prices of the menu itself, as stipulated.

### **THE ONE**

The schedule of "The One" is from Monday to Sunday from 11:00 a.m. to 11:00 p.m.

Access is only allowed for "The One" Clients, other Clients who have not contracted the "The One" service are not allowed to enter.

All the food and drinks available, which are constantly being replenished, are for the enjoyment of those who have contracted "The One" and can only be consumed within the designated area.

It is not permitted to take food or drinks out of "The One" area.

Access to "The One" in swimwear only or without a t-shirt is not allowed.

The maximum number of people that can be in the area, including the terrace, is 25.

For everyone's benefit, furniture must not be moved.

In case of doubts, breakdowns or absence of references, please contact the Reception as soon as possible.

## **SWIMMING POOL AND BEACH**

The swimming pool is open from 9:00 a.m. to 7:00 p.m.

Access to the swimming pool shall only be allowed to Clients staying in the establishment, and to those who have paid the access fee, if available.

Access to street vendors or external masseurs is not allowed. It is not advisable to use these services as they are not regulated by law or have any kind of quality regulation.

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

The use of the pool and beach loungers is free of charge. The establishment has a "No Reservations for Loungers" policy so that all Clients may have access to them. The staff may remove belongings from the loungers that are not used for at least 30 consecutive minutes, provided that there are other Clients waiting to use them; in this case, the personal belongings shall be moved and deposited at Reception. Clients who wish to keep their loungers during lunchtime, provided that they go to one of the Hotel's restaurants, may request assistance from the customer service staff to keep their loungers reserved for that purpose for up to two hours.

It is forbidden to bring room towels to the swimming pool or beach areas. We provide towels free of charge for the use of the pool or beach by means of a free card system. Clients may collect/deliver the pool/beach towels daily from the welcome stand located in the pool area by exchanging them with the plastic cards previously handed at Reception. These cards must be handed in at check-out as proof of return of the towels. If the cards are not available for return at check-out, an extra fee of 10 euros per card not delivered shall be made on the invoice.

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

It is forbidden to consume food and drinks in the swimming pool and beach areas, if these have not been purchased at any of the establishment's sales points.

Please make use of the litter bins and ashtrays.

## **SPA**

The Spa is open Monday to Saturday from 10:00 a.m. to 8:00 p.m. and Sundays from 11:00 a.m. to 7:00 p.m.

In order to enjoy the hydrotherapy circuit, it is necessary to reserve in advance. The use of a hair cap is mandatory.

For reasons of hygiene and health, the use of the flip-flops provided in the Spa is mandatory for access to the hydrotherapy circuit.

Swimwear is required to use of the sauna and the Turkish bath.

The use of the Spa towels is exclusive to the centre; they cannot be used in any other Hotel service.

Children under 16 years old are not allowed to enter.

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 shall be charged to the room. In the event that the Spa is closed two hours before, Clients must then notify the Hotel Reception, indicating the room number and treatment reserved.

### **GYM**

The Gym is open from Monday to Sunday, 24 hours a day.

Presence in the gym shall be limited to Clients performing physical exercises. Clients who are not actively using this room are not allowed.

Suitable sports clothing and footwear must be worn in order to use the gym equipment.

For reasons of hygiene in order to avoid possible infections, as well as the deterioration of the equipment, the use of personal towels is mandatory.

Smoking and the consumption of food or alcoholic beverages is strictly forbidden in the room.

The maximum number of people that can be in the gym is 8.

For everyone's benefit, please return the gym equipment to its corresponding place at the end of your workout. Likewise, please exercise the utmost care when using the equipment in order to avoid premature deterioration.

In case of doubts or malfunctions, please contact the Reception or Customer Service Department as soon as possible.

## **CHAPTER VI**

### **Information to the users on the facilities or services that pose a potential risk and the security measures adopted in this regard.**

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

**17.1.-** All the facilities and services of our Hotel are equipped with measures that favour and guarantee your safety at all times.

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

**17.3.-** In any case, if you have any doubts about whether the use of any installation or service may pose a risk to your health or physical integrity, please opt for another service or facility.