

AMÀRE

BEACH HOTEL
IBIZA

INTERNAL RULES & REGULATIONS

INTERNAL RULES & REGULATIONS

Law 8/2012 of July 19, on Tourism in the Balearic Islands, in its current wording of article 16, letter a), hereunder translated into English, states the following:

“For the purposes of this law, and without prejudice to the provisions of other applicable legislation, users of tourist services are obliged to:

a) Respect the rules of use and internal regulations of the tourist establishments and the specific rules of the tourist locations and activities; as well as the basic rules of coexistence (. . .)”

In compliance with and application of the referred Law 8/2012 and Decree 20/2015 of April 17, on general principles and guidelines of coordination regarding tourism; on regulation of advisory, coordination and cooperation bodies of the Government of the Balearic Islands, and on regulation and classification of tourist companies and establishments, this hotel establishment has drawn up the present Internal Regulations in which the mandatory rules for users during their stay are established; users that hereafter shall be referred to as Clients.

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

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 these 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, the client must present an official identity document which shall be used by the Hotel to fill in the corresponding entry form in accordance with current regulation 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.

Artículo 3.- Derechos.

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

- 1.- Receive quality tourism services in accordance with the category of the company, the service or the establishment contracted.
- 2.- Receive prior to contracting the accommodation: true, sufficient, objective, understandable, efficient, unequivocal and complete information on the price, conditions and characteristics of the tourist services offered.
- 3.- Obtain all the documents that accredit the terms of the contract and the proof of payment.
- 4.- Have access to the establishment, as well as free entry and stay, without limitations other than those established by the specific regulations of the hotel activity and by these Internal Regulations, and without there being any discrimination for reasons of birth, race, sex, religion, opinion or any other personal or social circumstance.
- 5.- Be treated correctly and with respect.
- 6.- Have your safety and the safety of your property guaranteed, and to receive information from us about any risk that may arise from the normal use of the facilities and services, as well as the security measures adopted.
- 7.- Enjoy peace and quiet under the terms established in the current legislation and to be informed of any temporary inconvenience that may alter your peace and quiet.
- 8.- Not to be disturbed by advertising practices contrary to current regulation.
- 9.- Be able to identify, through the corresponding signs, the classification, category and specialisation of this establishment, as well as the quality, capacity and any other information related to the exercise of the activity.
- 10.- Formulate claims and complaints.
- 11.- Have your personal data protected in accordance with the law.
- 12.- Consult the terms of the privacy policy published on our website.

Article 4.- Obligations.

As a Client of this establishment you are obliged to:

- 1.- Respect the rules of use and Internal Regulations of this establishment and the specific rules of the places you visit.
- 2.- Observe the rules of hygiene, conduct, social coexistence, dress and respect towards people, institutions and customs in order to make proper use of the different services offered by this Hotel.

3.- Pay for the contracted services at the time of reception of invoice or, if applicable, at the time, place and manner agreed, and no complaints or claims submitted shall imply exemption from payment.

4.- Respect the environment.

5.- Respect the facilities and equipment of this Hotel.

6.- Comply with the reservation system and respect the agreed date of departure, by vacating the room on time.

7.- Treat our staff with respect and dignity.

8.- Not cede your right to use the contracted services to third parties, unless permitted by law.

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 rooms with their corresponding food programmes, 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 ten 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 every 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 is 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.- Our advertising states that payment for the services must be made before they are provided.

6.2.a.- As a result of the above, during completion of the admission document, on the date of arrival, you shall be presented with the invoice for the services contracted in order to proceed with the payment at that time, unless payment has been made prior to the reservation.

6.2.b.- The invoice, apart from complying with the legal requirements, shall contain the following information:

The total price, including the payments and securities that, if applicable, have been made in advance, as well as a clear breakdown of: the amount of all the consumed services provided by the establishment; the identification of the type of room occupied; and the number of persons accommodated.

6.3.- Your submission of any claim or complaint shall not imply exemption or deferment from payment.

6.4.- Apart from the payment made in advance, the services contracted or enjoyed during your stay may be paid by means of a prior bank transfer, credit card or in cash.

6.5.- Apart from the services contracted when you make your reservation and paid for before they are provided, you shall have to pay for each service contracted and enjoyed during your stay in the Hotel, and no claims or complaints submitted shall imply exemption from payment. In the case of stays of more than one week, the services may be invoiced weekly.

Article 7.- Period of occupancy.

7.1. As a client, you shall have the right to occupy the room from 03:00 p.m. of the first day of the contracted period until 11:30 a.m. of the day indicated as the departure date. On dates of maximum occupancy, the delivery of the room may be delayed for a period of time not exceeding two hours.

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 located at reception and their value properly declared in writing. If not declared, we shall be liable up to a limit of 3,005.06 euros.

This establishment shall not be liable for money or valuables deposited in the in-room safe exceeding the value of 3,005.06 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 clotheslines 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 required 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 in hallways, 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 noises.

17. Please make proper use of the facilities and respect the furniture and gardens of the Hotel.
18. Please respect the schedule 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 or the Customer Service staff, who shall resolve them or, failing that, shall put you in contact with 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 our Customer Service Department 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 hallways, 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 Reception or from our 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 its Clients: External Parking, Restaurants and Bars; "The One" exclusive service; Swimming Pool and Beach; Wellness; and Gym.

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

EXTERNAL PARKING

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 fees which can be consulted at the hotel reception.

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

The use of the parking area for the disabled must be justified by displaying 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 08:00 a.m. to 11:00 a.m. for breakfast and from 08:00 p.m. to 10:00 p.m. for our buffet dinner.

In the rest of the Hotel's restaurant areas, meals are served a la carte from noon to midnight.

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 noon to midnight. This service has a 20% increase on the prices of the menu itself, as stipulated.

THE ONE

"The One" is open Monday to Sunday from 12:00 p.m. to 08:00 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 allowed to take food or drinks out of the "The One" area.

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

The maximum number of people that can be in the area, including the terrace, is 50.

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 09:00 a.m. to 06:00 p.m. in Amàre 1 and 2, and from 12:00 p.m. to 07:00 p.m. in Belvue.

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. We advise not 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 exclusive 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 20 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.

WELLNESS and HAIRDRESSING

Wellness hours are from Monday to Sunday, from 11:00 a.m. to 07:00 p.m.

The hairdressing service is available Tuesday to Saturday, from 11:00 a.m. to 07:00 p.m.

Due to the current Covid-19 crisis, the Hairdressing and Wellness services shall remain closed for the 2020 season, and are being covered by the massage service in Palapa from Tuesday to Sunday, from 10:00 a.m. to 12:00 p.m. and from 04:00 p.m. to 06:00 p.m.

In order to enjoy treatments and massages, it is necessary to reserve in advance. The use of a mask is mandatory.

The use of the Wellness 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 centre's Reception two hours in advance; otherwise, 50% of the treatment shall be charged to the room. In the event that the Wellness centre is closed two hours before, Clients must then notify the Hotel Reception, indicating the room number and treatment reserved.

GYM

The Gym is open 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 20.

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 facility or service may pose a risk to your health or physical integrity, please opt for another service or facility.

CHAPTER VII

Health emergencies or crises

Article 18.- Action protocols in the event of health emergencies or crises.

18.1.- In the event that the Authorities declare a health emergency or crisis situation that affects the normal development of our Hotel, it shall be announced on our web page so that Clients may be aware of the safety measures adopted and are able to comply with them.

18.2.- If Clients do not comply with the safety measures adopted by this establishment during a health emergency or crisis situation declared by the Authorities, be they recommended or mandatory, it may justify the immediate cancellation of their accommodation contract; their stay shall be cancelled without any right to a refund, and notified to the competent Authority.