



Rules of internal procedures

Pensión Las Cumbres

Revised on January 2022

INTRODUCTION.-

Chapter I of Andalusia's Decree-law 13/2020, of 18 May, establishing, among other items, measures relating to hotel establishments includes arrangements for said establishments and the regulation of their technical and service provision conditions.

In this regard, article 25 of this Decree-Law contains the following provisions:

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 23 December² or this Chapter.

2.-The internal regulations will always be available to users and will be displayed in a visible and easily accessible place of the establishment in both Spanish and English, at least. These regulations must be published on the establishment's own website, if one exists.

3.-The hotel establishment operating companies may seek assistance from the Security Forces to evict to evict anybody who breaches the internal regulations, breaks the usual rules of social coexistence or who intend to access the hotel establishments or remain inside for a purposes other than the normal use of the service, in accordance with the stipulations of article 36.4 of Law 13/2011, of 23 December.

4.-The internal regulations will specify a minimum of the following:

a) Admission conditions.

b) Rules of coexistence and operation.

c) Information about the administrative organisation and management personnel to be contacted in matters relating to the operation of the establishment.

d) List of supplementary services provided by companies other than the operating entity and identification of the companies responsible for providing them.

e) Information to users about the facilities or services that pose a risk and about the safety measures taken in this regard.

f) Admission of animals and conditions for their admission.

g) In general, all circumstances that allow and favour the normal enjoyment of the facilities, equipment and services.

To comply with an implement this Decree-Law, this hotel establishment has drawn up these Internal Regulations that set out these mandatory rules that users must follow during their stay; these people are hereinafter known as Guests.

These Regulations are available to you, as a Guest, at all times in both their Spanish and English language versions. They can be found on the notice board located in the reception area, as well as on our website.

CHAPTER I: Admission

Article 1. Conditions of admission.

1. This hotel is considered, for all purposes, as an establishment for public use, although admission or stays may be denied:

- a) Due to a lack of accommodation capacity or facilities.
- b) Due to failing to comply with the legal requirements about minimal age.
- c) Due to failing to present the legal identification required depending on their nationality.
- d) Due to failing to pay the price required to make use of the premises.
- e) For engaging in behavior that may cause danger or annoyance to other people, whether they are users or not, or that hinders the normal running of the guesthouse.
- f) Due to failing to comply with basic rules of hygiene.
- e) Due to carrying weapons or instruments bond to be used as weapons, except if they are subjective of the currents laws according to carrying weapons, such as State Security Forces at service or private bodyguards entering the premises during the exercise of their functions.
- g) Due to using of illegal substances as drugs or showing the symptoms of being under the influence of those or inebriated. It would be also cause of expulsion, causing ill-intended breakage, disruption, scandal, specially if they cause annoyance to other guests.

2. Our establishment will seek the help of the Security Forces to evict those who do not follow these Internal Regulations; those who do not follow the rules for social coexistence; or those who intend to access or stay at the Hotel for a purpose other than the normal use of the service.

Article 2. Admission requirements.

3. Only people who have registered in the reception can make use of the rooms or our common rooms. In order to register, according to the organic law 4/2015 passed the 30th March 2015 on the Protection and Security of Citizens in the Article number 15, any person who provides certain activities such as lodging must keep a registry of any guest over the age of 14. In order to do so, the accepted documents will be:

Spanish Citizens: DNI, Passport or Driving License.

EU Citizens and Andorra, Iceland, Switzerland, Norway, Monaco and San Marino: Passport or Identity Card.

Residents of the EU: Residence Papers (with photo) or Passport.

Persons of any other origin without EU Residence: Passport.

4. In order to have access of the room, the guest must have signed the admission document during the check-in. In that moment he will be informed of some rules and customs regarding to the use and enjoyment of the premises, having also the possibility to ask for this booklet with the full set of rules of the guesthouse.

5. Once the admission document has been completed you will be given your copy, which will include a minimum of the establishment's name, classification and registration code in the Andalusian Tourism Register, the identification of the room, the number of people who will occupy it, the check-in and check-out dates, the contracted meal system and, if the accommodation contract has been signed directly between you and the Hotel, the total price of the contracted stay. In this case you will be given the corresponding original contract document.

Article 3.- Rights as a Guest

6. You have the following rights as a Guest of this establishment:

- a) To be given true, sufficient, understandable and unequivocal information, prior to contracting the accommodation period, as well as information about the full final price, including taxes, with a breakdown of the amounts of surcharges and discounts and surcharges that may apply to any offer.
- b) To obtain documents setting out the terms of the contract.
- c) To access our Establishment under the contracted terms.
- d) To receive the services under the agreed conditions.
- e) To have your safety and that of your property duly guaranteed at our hotel, along with your privacy; to be informed of any circumstantial inconvenience that could affect your rest and peace and quiet.
- f) To be given information on any facilities or services that pose a risk and the safety measures that have been adopted.
- g) To be given an invoice or ticket for the price paid for the services provided.
- h) To make complaints and claims and to obtain information about their filing and processing procedure.
- i) To consult the terms of the privacy policy published on our website.

Article 4.- Obligations as a Guest

7. You have the following obligations as a Guest of this establishment:

- a) Follow the coexistence and hygiene rules.
- b) Respect these internal rules.
- c) Respect the agreed date of check-out from the Establishment by leaving the room unoccupied.
- d) To pay for the contracted services upon receiving the invoice or within the agreed period; filing a complaint goes not imply exemption from payment.
- e) Respect this establishment, its facilities and equipment.
- f) Respect the environment.
- g) Respect any age-restricted areas and facilities, and those subject to ~~contracts~~

CHAPTER II: RULES OF OPERATION AND COEXISTENCE

Article 5.- Booking.

8. All bookings will include the date of the stay, the number and type of room(s) with their meal system, cancellation policy and additionally contracted supplementary services; bookings will also state the total price and its breakdown for each of these items, unless you have been offered an agreed overall price as a package.

9. Before making your booking you will be informed of your rights and obligations, including the cancellation policy for your booking, by the same means used to make it, or another means selected by you, as per the following conditions:

- a) If the booking is cancelled less than two days in advance, you will be required to pay one night's stay.
- b) If you leave the booked room before the date until which it was booked, you will be billed for any services provided up until that time, plus a penalty charge of one night.
- c) Any previously agreed conditions shall be applied in the case of non-refundable rates.
- d) If the booking is cancelled due to circumstances of force majeure, including a health or emergency affecting your place of residence or the place where this Establishment is located, the provisions of paragraphs a) and b) will not apply and you will be either reimbursed for the stay you didn't enjoy or not charge, given that the person had provided a document proving the cause of cancellation.

10. Our confirmation of your booking shall be considered as a tourist accommodation contract; a physical or electronic record of this will be available to you.

11. Once you have received your booking confirmation, we will make the booked room type available to you on the agreed date.

12. If we confirm your booking without requiring any down payment as a deposit, it will be kept until the agreed time. If not agreed otherwise, the booking will be held until 18:00 on the stated day.

13. If you have paid the down payment as a deposit, your booking will be held with no time limit for the number of days covered by the amount of the deposit, unless agreed otherwise.

Article 6.- Price.

14. You, as the Guest, must pay for the contracted services upon check-in invoice or within the agreed period through your booking; filing a complaint goes not imply exemption from payment.

15. Payment of the price can be made by prior bank transfer; bank card or in cash up to the amount limit in force at any given time, according to the law. (This guesthouse admits payment with VISA, MASTERCARD and American Express.)

16. If payment for services is required prior their provision, we will expressly state this in our advertising.

17. If you are asked for your bank card details; the advertising will state whether the card is used as a guarantee of compliance with the contract or as a down payment.

18. We reserve the right to require that you make a down payment of the price as a deposit when making a booking, which will be understood as a payment on account of the amount resulting from the services provided.

Article 7.- Occupancy period.

19. As a guest, you will be entitled to occupy the room from 14:00 on the first day of the contracted period until 11:00 on the indicated check-out day. On dates of maximum occupancy of the establishment, the handover of your room may be delayed by a period of time not exceeding two hours.

20. The room must be unoccupied by 12:00, no matter the time of check-in on the arrival day.

21. Unless otherwise agreed, if you stay in your room for longer than the contracted time you will be under the obligation to pay the established "late check-out" amount.

22. You may stay for more days than those specific on the admission document, provided that this is agreed in advance on the basis of availability. If agreed, it will be understood as an extension of the first contract and this will be stated on the same admission document.

23. The room can only be occupied by the number of people specified in the moment of booking. It can be modified in the moment of check-in only if there was availability, in case of appearing more people for the room than previously contracted.

24. Any kid over the age of three will be charge as an adult and they must have their own bed or crib on the bedroom.

25. Kid two or under can be lodged free of charge sharing the beds available in the room or contracting a crib or a bed for that use. In the case of having two kids (two or under) in the same room, they will be counted as one adult.

26. Access of people with animals not authorized by the guesthouse are forbidden, except people with guide dogs they're guide dogs, as established in Law 5/1998, passed the 23rd November 1998, that refers to the use of guide dogs in Andalucía by people with impaired sight.

27. This guesthouse has a security safe box in the reception for the deposit of money or valuables, that could be deposit there after the fulfillment of a receipt between the customer and the director of the guesthouse. Our Hotel accepts no liability for the loss or theft of cash or objects of value that are not deposited in the said security safe box.

28. Excessive noise, that could bother other guests, would not be tolerated at any time, and especially after 23:00.

29. It is strictly forbidden to put on music in common areas that could bother other guests.

30. It is strictly forbidden to cook inside the rooms or in the common areas of this establishment.

31. Smoking is prohibited throughout the establishment, with the exception of authorized areas, as indicated under Law 28/2005, of healthcare measures against tabaquism, as in Law 42/2010 that modifies it.

32. The room cleaning service is provided daily, from 11:00 to 15:00.

33. The towels of the bathroom are only to be used for personal hygiene inside the rooms.

34. Ball games and similar games are prohibited in areas not specifically provided for this purpose.
35. The parking is only available to hotel users and is subject to the availability of parking spaces.
36. Please only use one parking space when parking your vehicle.
37. For security reasons, vehicles are not allowed to park at the main entrance of the Hotel. It may only be used for loading and unloading luggage.

Article 11.- Restrictions.

38. Access to Hotel zones or facilities will be restricted:
- a) When the established capacity has been reached and there is no access availability due to restricted capacity.
 - b) After the closing time of the zone or facility.
 - c) If the person in question is younger than the minimum age established for access to the area or facility, according to the regulations in force.
 - d) If the person in question has a violent attitude, particularly if he/she behaves aggressively or provokes altercations.
 - e) If dangerous or annoying situations are caused to other users, or hygiene conditions are not met. In particular, anybody who is consuming drugs or narcotic or psychotropic substances, or who shows symptoms of having consumed them, as well as anybody showing signs of behaviour suggesting that they are drunk, will be prevented from accessing or remaining in the zones or facilities.
 - f) If the person in question wears clothing or symbols that incite violence, racism or xenophobia, or does not wear the clothing required for the zone or facility.
39. This Establishment may seek assistance from the Security Forces to evict anybody who fails to comply with any of the restrictions listed in the previous section.
40. Any Guests who find themselves in any of the situations set out in section of this article shall be under the obligation to pay any expenses that are generated up until the time that their access to, or stay in the zone or facility of the Hotel is prohibited.

Article 12.- Basic clothing and cleanliness rules.

41. With the exception of the sunbeds, swimming pool and the gardens around them, Guests must wear street clothes over their bathing suits.
42. It is forbidden to walk barefoot in the establishment, with the exception of the sunbed and swimming pools, although flip-flops or sandals are recommended.
43. Waste bins and ashtrays must be used.

Article 13.- Rules for the use of the swimming pools.

44. The swimming pool is open from 10:00 to 22:00, being strictly forbidden its use outside that time

schedule

45. The small kids pool is for the exclusive use of kids and exceptionally for the parent or tutor, that takes care of the bathing kids.

46. Kids can only make use of the swimming pools under the care of the parents/tutors or adults authorized by them.

47. Sun beds cannot be taken out of the reserved area for them, if it is not allowed by reception, and they must be returned to their original place after their use.

48. Swimming pool access will be restricted to Guests staying at the Establishment.

49. It is mandatory to shower before using the pool.

50. No balls, mats, etc. may be used in the pool, with the exception of children's floats.

51. The use of the pool sun beds is free of charge. The Establishment has a "No sunbed reservations" policy to make sure that all users have access to them. The Establishment's staff may remove any belongings from sun beds that are not used for at least 30 consecutive minutes, if there are other users waiting to occupy them; in this case the personal belongings will be left at Reception.

52. It is prohibited to use room towels at the pool or beach..

53. It is forbidden to bring glasses or other glass objects into the pool.

54. In the pool/sun bed area, it is prohibited to consume any food and drink.

Article 14.- Miscellaneous doubts and issues.

Whenever you have any doubts or questions about the operation of our Hotel, just ask the Reception or Guest Services staff who will be happy to clear them up for you. In their absence, please contact the staff authorized to answer your question or clear up your doubt. The Hotel's manager is the person with maximum responsibility for this.

Article 15.- Action protocols for health emergencies or crises.

If the Authorities declare a health emergency or crisis situation that affects the normal running of our Hotel, this will be announced on our website so that Guests are aware of the measures that are adopted and can comply with them.

Any Guests who, in a health emergency or crisis situation declared by the Authorities, do not comply with any mandatory or recommended measures that are adopted by this Establishment may immediately have their accommodation contract terminated and their stay cancelled without the right to any refund whatsoever, and the appropriate Authorities will be notified.

CHAPTER III: ADVICE AND SUGGESTIONS

1. Keep an eye on your luggage. Do not leave it unattended.
2. Keep an eye on your belongings when at the beach or pool. Do not leave them unattended.
3. Keep the door closed when you're in your room. Lock the door when you leave your room and try to open it again to ensure that it is properly locked, even if you will only be away for a short time.
4. Close your luggage when not using it and place it in your closet. If your luggage has a lock, always use it.
5. Never leave jewelry, cash or valuables on display in your room.
6. Immediately notify the Hotel's Management of any abnormal occurrence, such as: people acting in a suspicious way in the corridor, people who you don't know knocking on your room's door, or nobody at the door when you open it.
7. If you forget or lose your key, only the reception staff is authorised to give you a new key to open your room.
8. If you smoke on your room's terrace, our safety measures require you to put out your cigarette before going inside to rest.
9. Do not get annoyed if Reception asks for your ID if you ask for your key or a new one. It's for your own safety.
10. Do not reveal the name of the Establishment or your room number when socially interacting with strangers.
11. Never allow people in your room with unsolicited deliveries.
12. Never discuss specific plans for future excursions, outings, etc., in public or with strangers.
13. Please, respect the schedule times of every area of our guesthouse and its services.
14. Please contact reception if you discover any type of wear or abnormality.
15. Respect the room areas during night-time and siesta hours and, in general, avoid making unnecessary noise.
16. Please make proper use of the facilities, with respect for the Hotel's furniture and gardens.

