

INTERNAL RULES AND REGULATIONS

HOTEL SERCOTEL CRUZ DEL MAR

PREAMBLE. -

1.-The Decree-Law 13/2020, of May 18, in its article 25, establishes that the hotel establishments, will have to have a regulation of internal regime in which rules of obligatory fulfillment will be fixed for the users during their stay, occasional companions, users of the services and assistants to events developed in the hotel.

2. The internal rules and regulations shall always be available to users.

3. The companies operating the hotel establishments may seek the assistance of the Security Forces and Corps to evict from the same those who violate the rules of the internal regime, violate the usual rules of social coexistence or seek to access or remain in the same for a purpose other than the normal use of the service, in accordance with the provisions of Article 36.4 of Law 13/2011, of December 23.

4. The internal regulations shall specify as a minimum:

(a) The conditions for admission.

b) The rules of coexistence and operation.

c) Information on the administrative organization and responsible person to whom, where appropriate, should be addressed in those matters relating to the operation of the Establishment.

d) List of services provided in the establishment.

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

f) Admission of animals and conditions for such admission.

g) In general, all circumstances that allow and favour the normal development of the enjoyment of the facilities, equipment and services. In compliance with and development of the aforementioned Decree-Law, this hotel establishment has drawn up these Internal Regulations, which set out the rules of obligatory compliance for users during their stay, hereinafter referred to as Clients. These Regulations are available to you, as a Client, at all times in both the Spanish and English versions, and may be consulted at our Reception, as well as on our website.

CHAPTER I

Conditions for admission

Article 1.- Conditions of admission

1.1.- This Hotel is considered, for all purposes, an establishment for public use, although admission or stay may be refused: a) For lack of accommodation capacity or facilities. b) For failure to comply with the admission requirements. c) For adopting behaviour that may cause danger or disturbance to other people, whether users or not, or that hinder the normal development of the activity.

1.2.- Our establishment will request the assistance of the Security Forces and Bodies to evict those who do not comply with these Internal Regulations, do not comply with the usual rules of social coexistence, or who try to access or remain in the Hotel for purposes other than the normal use of the service.

1.3.- The Hotel reserves the right to refuse admission and cancel the reservation without the right to a refund of any client who contravenes these Regulations or acts in a disrespectful manner towards the Hotel facilities or the rest of the people who are in the Hotel, whether they are Hotel staff or clients.

1.4.- The Hotel shall refrain from providing accommodation for minors who come alone. However, minors between 16 and 18 years of age may be authorised in writing by a parent or guardian to stay at the Hotel provided that they take responsibility for the same and assume payment of the appropriate bill.

Article 2. Admission requirements.

2.1.- In order to make use of the hotel room, it will be a prerequisite to properly complete the admission document upon arrival at the Hotel. You must present an official document that identifies you and which will also be used by the Hotel to complete your registration in the establishment's Travellers' Register Book.

2.2.- Once the admission document has been completed, you will sign it digitally.

Article 3.- Rights.

As a Client of this establishment, you have the following rights:

- a) To receive truthful, sufficient, comprehensible, unequivocal information prior to contracting the period of accommodation, as well as the full final price, including taxes, with a breakdown, where applicable, of the amount of any increases or discounts applied to any eventual offer, provided that the accommodation contract has been signed between you and the Hotel directly.
- b) Obtain the documents that accredit the terms of the contract.
- c) Access to our establishment under the terms of the contract.

- d) Receive the services under the agreed conditions.
- e) To have their security and that of their belongings duly guaranteed in our Hotel, as well as their privacy, and to be informed of any circumstantial inconvenience that may alter their rest and tranquillity.
- f) Receive information about the facilities or services that pose a risk and the security measures adopted.
- g) Receive an invoice or receipt for the price paid for the services provided, provided that the accommodation contract has been signed between you and the hotel directly or is paid directly by you.
- h) Formulate complaints and claims and obtain information on the procedure for submitting them and their treatment.
- i) To consult the terms of the privacy policy published on our website.

Article 4.- Obligations.

As a Client of this establishment, you have the following obligations:

- a) To observe the rules of coexistence and hygiene.
- b) To respect the present rules and regulations.
- c) To respect the agreed date of departure from the establishment, leaving the room free.
- d) To pay for the services contracted at the time of presentation of the invoice or within the agreed period, without the fact of presenting a complaint implying exemption from payment.
- e) To respect this establishment, its facilities, equipment and people.
- f) To respect the environment.

CHAPTER II

Rules of operation and coexistence

Article 5.- Reservation.

5.1.- All reservations will include the date of the stay, number and type of room with its diet, cancellation policy and complementary services additionally contracted, also stating the total price and broken down for each of these concepts, unless it has been offered as a package at a global price agreed.

5.2.- Prior to making your reservation and by the same means used to make it, or any other that you choose, you will be informed of your rights and obligations, among others, of the cancellation policy of said reservation, which will be in accordance with the following conditions:

a) If the reservation is cancelled with less than two days' notice, you will be required to pay the amount of one night's accommodation. When the cancellation corresponds to the days of Easter, GP of Jerez, and Special dates, these expenses are included in special cancellation conditions.

b) If you leave the reserved room before the date on which it was reserved, you will be charged for the services provided up to that moment plus the payment of the amount of one night's stay.

c) In the case of non-refundable rates, the previously agreed conditions shall apply.

d) If the cancellation of the booking is due to circumstances of force majeure, including a health crisis or emergency situation affecting your place of residence or the place where this establishment is located, the provisions of paragraphs a) and b) will not apply, but you will receive a voucher, with a one-year expiry date, to stay at another time and under the same conditions, although subject to availability.

5.3.- Our confirmation of your booking will be considered as a tourist accommodation contract, and a physical or electronic record will be available to you.

5.4.- The confirmation of your reservation will indicate the type of room reserved on the agreed date.

5.5.a. - If we confirm your reservation without requiring any advance payment as a deposit, it will be held until the agreed time, and if no agreement has been made, the reservation will be held until 8 p.m. on the agreed date.

5.5.b.- If you have paid the deposit as a deposit, your reservation will be maintained without time limit for the number of days covered by the amount of the deposit, unless otherwise agreed.

Article 6.- Price.

6.1.- You, as the Client, must pay for the contracted services at the time of presentation of the invoice or within the agreed period, without the fact of presenting a claim implying exemption from payment. In the case of stays of more than one week, the services may be invoiced on a daily basis.

6.2.- Payment of the price may be made by bank transfer, bank card or in cash up to the quantitative limit in force at any given time in accordance with the law. This hotel establishment only accepts the following bank cards: VISA, MASTERCARD, AMERICAN EXPRES. DINNERS.

6.3.- In the event that payment for services is required prior to the provision of these, we will expressly state this on our website or in our communications.

6.4.- In the event of requesting the details of your bank card, it will be stated whether it is used as a guarantee for the fulfilment of the contract or as an advance payment.

6.5.- We reserve the right to require that, when making a reservation, you make an advance payment of the price as a deposit, which will be understood as payment on account of the amount resulting from the services provided.

Article 7.- Period of occupation.

7.1.- As a client, you are entitled to occupy the room from 12:00 noon on the first day of the contracted period until 12:00 noon on the day of departure. On dates of maximum occupancy of the establishment, the delivery of your room may be delayed until 15:00 hours. In any case, you will be able to access the communal facilities from the moment you arrive at our establishment.

7.2.- Unless otherwise agreed, the prolongation in the occupation of your room for longer than the contracted time will generate the obligation to pay the amount established as 'late check-out'.

7.3.- You may stay longer than the number of days specified in the admission document, provided that there is prior agreement on the basis of availability. In case of agreement, it will be understood as a new booking.

7.4.- The occupation and stay of two people in a double room that has been contracted as a single room will not be allowed. In this case, the rate established for double use will be paid.

Article 8.- Safety deposit box and room safe service.

8.1. The rooms of this establishment are equipped with a safe with a rental cost of € 0.00 per day.

8.2.- Our Hotel is not responsible for the loss or theft of money or valuables that are not deposited in the Hotel safe.

Article 9.- Room cleaning service.

The room cleaning service is daily.

Article 10.- It will not be allowed....

10.1.- The occupation and stay of two people in a double room that has been contracted as a single room is not permitted. In this case, the rate fixed for double use will be paid.

10.2.- Smoking is not permitted in the entire establishment.

10.3.- It is not allowed to hang towels or any other garment on the railings of the terraces or balconies of the rooms.

10.4.- It is not allowed to play with balls and similar inside the establishment.

10.5.- This establishment does admit animals, with the acceptance of the conditions of pets in the hotel to be signed at the time of Check in.

Article 11.- Limitations.

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

a) When the established capacity has been reached and in the meantime there is no access available in accordance with said capacity.

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 regulations in force is not met.

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

e) When it causes situations of danger or nuisance to other users, or does not meet the conditions of hygiene. In particular, persons who are using drugs, narcotics or psychotropic substances, or who show signs of having used them, and those who show signs of obvious drunkenness, shall be denied access or, where appropriate, shall be prevented from staying in the premises.

f) When wearing clothes or symbols that incite violence, racism or xenophobia.

11.2.- This establishment may request the assistance of the Security Forces and Bodies to evict those who violate any of the limitations listed in the preceding paragraph.

11.3.- Customers who find themselves in any of the situations set out in section 11.1 of this article are obliged to pay the expenses incurred up to the time of the prohibition of access to or stay in the establishment.

Article 12.- Basic rules on clothing and cleanliness.

12.1.- The Client must be covered with clothing.

12.2.- It is forbidden to walk barefoot in the establishment,

12.3.- The litter bins must be used.

Article 13.- Advice and suggestions

1. Watch and control your luggage. Do not leave it unattended.
2. Watch and control your belongings, do not leave them unattended.
3. Keep the door closed when you are in your room. Close the door to your room when you leave it, and try to open it again to make sure that it is properly closed, even if you are only gone for a short time.
4. Lock your luggage when not in use and place it in your locker. If your luggage has a lock, always use it.
5. Never display jewellery, money or valuables in your room.
6. Immediately notify the Hotel Reception of any abnormal occurrence you notice, such as: suspicious persons in the corridor, repeated telephone calls from unidentified persons, knocks on your room door from persons unknown to you, or not finding anyone at the door when you go to open it.
7. If you forget or lose your key, only the Reception staff is authorised to provide you with a new key to open your room.
8. Do not be annoyed if you are asked at Reception to identify yourself when requesting a new key, it is for your security.
9. When socialising with strangers, do not reveal the name of the establishment or your room number.
10. Never allow people into your room with unsolicited deliveries.
11. Never discuss specific plans for future excursions, outings, etc., in public or with strangers.
12. If you wish to have your room serviced, hang the notice 'Please have your room serviced' on the outside of your room door. If you wish not to be disturbed, hang the notice 'Please do not disturb'.
13. If you discover any damage or anomaly, please contact Reception.
14. The electrical installation in your room is 220 Volts.
15. Respect the areas in which the rooms are located during the night and napping hours, and in general, avoid making unnecessary noise.
16. Please use the facilities appropriately, respecting the furniture.
17. Please respect the opening hours of all the Hotel facilities.
18. We thank you for your participation in the event that, during your stay in the establishment, any fire and evacuation drill is carried out.
19. Some opening hours may change depending on the time of year.

CHAPTER III

Information on the administrative organisation of the hotel Article

Article 14.- Doubts and miscellaneous questions.

In all cases in which doubts or questions arise regarding the operation of our Hotel, you may contact the Reception staff, where they will resolve them or, failing that, they will contact the staff authorized to resolve your question or doubt, the Hotel Manager being the person in charge of the Hotel.

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 excursions, various services and experiences provided by companies other than the Hotel operator, which you can find out about at Reception.

15.2.- This Hotel is not responsible for the services provided by companies other than the operator of this establishment.

CHAPTER V

Information on other services rendered directly by the Hotel Article

Article 16.- Services provided by the Hotel

16.1.- This Hotel offers the following services to its Clients: Laundry-Dry Cleaning, Parking or Garage, Restaurant and Bar.

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

LAUNDRY - DRY CLEANING

In your room you will find information on the conditions of these services, their prices and timetables for delivery and return of garments. This establishment is not responsible for garments that, due to the conditions or composition of use, shrink, discolor or deteriorate.

CAR PARK OR GARAGE

This service is available exclusively for Hotel users and subject to the availability of parking spaces.

This service is subject to the payment of a single daily fee per parked vehicle, amounting to 30,00€ per day, VAT included.

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

BREAKFAST / RESTAURANT - BAR

The breakfast buffet is open from 07:30 am to 11:00 am for breakfast.

The restaurant-bar opening hours are:

-Lunch: From 12:00 hours to 16:00 hours.

- Dinner: From 20:30 hours to 23:00 hours.

The times indicated may be modified for reasons of occupancy and service.

Room service hours are from 11:00 am to 23:00 pm.

This service has an increase of 20% on the prices of the menu itself.

It is not allowed to take out food from the breakfast buffet.

CHAPTER VI

Information to users about the facilities or services that pose a risk and the safety measures adopted in this respect.

Article 17.- Safety of facilities and services.

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

17.2.- However, if you consider that the use of any facility or service may pose any risk to your health or physical integrity, please contact Reception and inform and dispel any questions you may have in this regard.

CHAPTER VII

Emergencies or health crises

Article 18.- Protocols for action in the event of emergencies or health crises.

18.1.- In the event that the Authorities declare an emergency or health crisis situation that affects the normal running of our Hotel, this will be announced on our web page so that, as a Client, you are aware of the measures to be adopted and comply with them.

18.2.- The Client who, in a situation of emergency or health crisis declared by the Authorities, fails to comply with the measures, obligatory or recommended, that have been adopted in this Establishment may cause the immediate termination of his/her accommodation contract; his/her stay being cancelled without the right to any refund, and with notice to the Authorities.