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# INTERNAL RULES

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## **INTRODUCTION**

The Decree-Law 13/2020, of 18 May, of Andalusia, which, among others, establishes measures relating to hotel establishments, includes in its Chapter I the regulation of these establishments, as well as the regulation of their technical conditions and the provision of services.

In this regard, article 25 of the Decree-Law provides as follows:

- 1.- Hotel establishments shall have internal rules of procedure which shall establish mandatory rules for users during their stay, without contravening the provisions of Law 13/2011, of 23 December, or in this Chapter.
- 2.- The rules of procedure shall always be available to users and shall be displayed, at least in Spanish and English, in a visible and easily accessible place in the establishment. These regulations shall be published on the establishment's own website.
- 3.- The company may request the assistance of the Security Forces and Corps to evict from the same those who violate the internal rules, 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 23 December.
- 4.- **The rules of procedure shall specify, as a minimum:**
  - a) The conditions of admission.
  - b) The rules of coexistence and operation.
  - c) Information on the administrative organisation and responsible person to whom, where appropriate, they should address questions relating to the operation of the establishment.
  - d) List of complementary services provided.
  - 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 the 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, Hotel Victoria Playa has drawn up these Internal Regulations, which set out the rules that must be complied with by users during their stay.

## **A) The conditions of admission.**

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

**1.1-** The Hotel Victoria Playa is considered, for all purposes, an establishment for public use, although admission or stay may be denied:

- a) Lack of accommodation capacity or facilities.
- b) Failure to comply with the admission requirements.
- c) For adopting behaviours that may cause danger or inconvenience to other people, whether they are 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 violate these Internal Regulations, violate the usual rules of social coexistence, or seek to access or remain in the Hotel for a purpose other than the normal use of the service.

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

**2.1-** It will be a prerequisite to make use of the reserved accommodation unit properly complete the admission document upon arrival at the Hotel.

**2.2-** When filling in the admission document, you must present an official document (ID card, passport or driving license) that identifies you and that will also serve for the Hotel to fill in the corresponding entry report in accordance with the current regulations on registration books and entry reports for travellers.

**2.3-** Once the admission document has been filled in, you will be given a copy of it, which will include the identification of the room, the number of people who are going to occupy it, the check-in and check-out dates, the meal plan contracted and, when the accommodation contract has been signed between you and the Hotel directly, the total price of the contracted stay, in which case you will be given the corresponding original document as a contract.

### **Article 3.- Reservation.**

**3.1-** All reservations will include the date of the stay, number and type of room with its diet, cancellation policy and additional 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.

**3.2-** Prior to making your reservation and by the same means used to make it, or another of your choice, you will be informed of your rights and obligations, among others, the cancellation policy of the reservation.

**3.3-** The confirmation by the Hotel of your reservation will be considered as a tourist accommodation contract, being a physical or electronic record available to you.

**3.4-** When you have obtained confirmation of your reservation, we will provide you with the reserved room on the agreed date.

**3.5-** At the time of booking, you will be asked either a credit card number, as a guarantee of payment in case of cancellation, or a transfer or deposit for the amount of one night. In case of non-refundable reservations, we will proceed to the full collection of the fixed price.

#### **Article 4.- Price.**

**4.1-** You, as a customer, must pay for the contracted services at the time of presentation of the invoice or within the agreed period, without the fact of submitting a claim implying exemption from payment.

**4.2-** 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 according to law.

#### **Article 5.- Period of occupation.**

**5.1-** As a client you are entitled to occupy the room from 14:00 hours on the first day of the contracted period until 12:00 hours on the day indicated as the date of departure. However, on dates of maximum occupancy, the operator may delay the availability of the accommodation unit to the user until 15:00 hours at the latest.

In any case, you will be able to access and enjoy the common facilities of our establishment from 12:00 noon on the day of your arrival.

**5.2-** 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 "late check-out".

**5.3-** You may stay for more days than those 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 an extension of the first hiring and it will be stated in the same admission document.

**5.4-** 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 set for double use will be paid.

### **B) The rules of coexistence and operation.**

#### **Article 1.- Rights.**

Your rights as a customer of this establishment are:

a) To receive truthful, sufficient, comprehensible information prior to contracting the period of accommodation, as well as the full final price, including taxes, with a breakdown, where appropriate, of the amount of any increases or discounts that may be applied to any eventual offer.

b) Obtain documents evidencing the terms of the procurement.

c) Access to our establishment in the contracted terms.

d) Receive the services under the agreed conditions.

e) To have duly guaranteed in our Hotel their safety and that of their belongings, as well as their privacy, and to be informed of any circumstantial inconvenience that could alter their rest and tranquility.

f) Receive information about the facilities or services that pose a risk and the safety measures adopted.

g) Receive an invoice or receipt for the price paid for the services rendered.

- h) Formulate complaints and claims and obtain information on the procedure for presenting them and their treatment.
- i) Consult the terms of the privacy policy published on our website.

## **Article 2.- Obligations.**

Your obligations as a customer of this establishment are:

- a) Always carry your ID card to access the restaurant and to be able to charge your room.
- b) Observe and comply with the rules of coexistence and hygiene.
- c) To respect the present rules of procedure.
- d) Respect this establishment, its facilities and equipment.
- e) Respect the environment.
- f) Respect age or danger restricted areas and facilities.

## **Article 3.- Prohibitions.**

**3.1-** Smoking is prohibited throughout the establishment, with the exception of the areas designated for this purpose, in accordance with Law 42/2010 of 30 December.

**3.2-** It is not allowed to bring food or drinks in or out of the restaurant.

**3.3-** -It is forbidden to hang towels or any other garment on the railing of the terraces of the rooms. For this purpose, the terrace has a clothesline.

**3.4-** It is forbidden to play with balls and the like in areas not specifically designated for this purpose.

**3.5-** It is not allowed to consume drinks or food in the pool if they have not been purchased at the bar.

**3.6-** It is not allowed to consume drinks or food on the terrace if they have not been purchased at the bar.

**3.7-** It is not allowed to use glasses or other glass objects in the pool area.

**3.8-** It is not allowed to reserve the pool deckchairs with towels, clothes or other objects.

## **Article 4.- Limitations.**

**4.1-** Access to an area or facility of the Hotel will be limited:

- a) When the established capacity has been reached.
- b) When the closing hours of the area or facility have been exceeded.
- c) When the minimum age established for access to the area or facility according to current regulations is not met, including entertainment activities limited by age.
- d) When he/she shows or manifests violent attitudes, especially when he/she behaves in an aggressive manner or provokes altercations.
- e) When it causes situations of danger or discomfort to other users, or does not meet the conditions of hygiene.

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

#### **Article 5.- Basic rules on clothing and cleanliness.**

5.1- With the exception of the hammock and pool areas, the client will have to be covered with clothing and depending on the etiquette required for some services, such as dinner.

5.2- It is forbidden to walk barefoot on the premises, except for the hammock and swimming pool areas.

5.3- The litter bins and ashtrays must be used.

#### **C) Information about the administrative organization of the hotel.**

##### **Article 1.- Doubts and miscellaneous questions.**

In any case in which doubts or questions arise concerning the operation of our Hotel you can contact the reception staff or through e-mail [info@victoriaplayahotel.com](mailto:info@victoriaplayahotel.com) will be resolved or, failing that, will contact the staff empowered to resolve your question or doubt being the director of the Hotel to the maximum responsible for it.

#### **D) Information about complementary services other than those provided directly by the Hotel.**

Our establishment provides tourist information and information on various services provided and managed by companies other than the Hotel operator, which you can find out about at Reception.

Hotel Victoria Playa is not responsible for the services provided by companies other than the operator of this establishment.

The schedules of the activities and musical performances may be modified depending on the season and occupancy.

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

##### **Safety regulations.**

##### **Article 1.- Self-protection plan.**

The client has at his disposal indications of action in case of emergency, as well as signage of the evacuation routes and means against fire. In case of an emergency, you must follow the additional indications given by the Hotel staff.

## **Article 2.- Protocols for action in the event of emergencies or health crises.**

**2.1.-** In the event that the Authorities declare an emergency situation or health crisis that affects the normal development of our Hotel, it will be announced on our website so that, as a Client, you are aware of the measures to be adopted and comply with them.

**2.2.-** The Client who in an emergency situation or health crisis declared by the competent authorities fails to comply with the measures, mandatory or recommended, that have been adopted in this establishment, may cause the immediate termination of your accommodation contract, being canceled your stay without any refund, and notice to the competent authority.

## **Article 3.- The facilities or services that may pose a risk to users are:**

**3.1-** The entertainment activities may involve a risk if the necessary precautions are not taken. These risks are typified and detailed in the book of entertainment activities which can be requested at the Reception.

**3.2-** The pool area is a risk area for users if they do not comply with the rules of use set out in the access to it in accordance with current regulations (Decree 485/2019, of 4 June, approving the Technical-Sanitary Regulations for Swimming Pools in Andalusia).

**3.3-** In order to guarantee complete safety in the outdoor Jacuzzi located in the swimming pool area, the rules of use set out and detailed therein must be complied with.

**3.4-** The slides located in the pool area may pose a risk to users if they do not comply with the rules of use detailed by means of signs and pictograms at the access to them according to UNE-EN 1069-1 and UNE-EN 1069-2.

**3.5-** In order to guarantee the safety of the users of the playground, there are detailed rules of use inside the playground which must be complied with according to Decree 127/2001, of 5 June, on safety measures in playgrounds in Andalusia).

**3.6-** Another risk area for users is the Gymnasium. In order to guarantee their safety, the rules of use set out and detailed in the access to this facility must be complied with.

**3.7-** In order to guarantee complete safety in the Spa area of the Hotel Victoria Playa, the rules of use set out and detailed in the access to this facility must be scrupulously complied with.

## **F) Admission of animals and conditions for such admission.**

Animals are not allowed in this establishment, with the exception of those performing assistance activities in accordance with the provisions of Law 5/1998, of 23 November, concerning the use in Andalusia of guide dogs for people with visual impairments.

## **G) Tips and suggestions.**

- 1.- The identification card given to you at the reception desk accredits you as a guest. Carry it with you at all times within the Hotel facilities.
- 2.- Guests of different nationalities live together in the Hotel. With common sense on the part of all and a minimum of courtesy, you will enjoy an excellent harmony.
- 3.- Watch and control your luggage, do not leave it unattended. Be extra vigilant when paying your bill.
- 4.- Keep the door closed when you are in your room. Close your bedroom door when you leave your room.
- 5.- Lock your luggage when not in use and put it in your locker. If your luggage has a lock, always use it.
- 6.- Never display jewelry, money or valuables in your room.
- 7.- Deposit all valuables in the room safe. The Hotel will not be responsible for theft or loss.
- 8.- Immediately notify Reception of any abnormal occurrence you notice such as: people in a suspicious attitude in the hallway, repeated phone calls from people who do not identify themselves, knocks on your room door from people you do not know, or not finding anyone at the door when you go to open it.
- 9.- If you forget or lose your key, only the Reception staff is authorized to provide you with a new key to open your room.
- 10.- In case of smoking on the terrace of the room, our security measures require that you put out your cigarette before retiring to rest.
- 11.- Do not be upset if you are asked at Reception to identify yourself when requesting a new key, it is for your security.
- 12.- When socializing with strangers, do not reveal the name of the establishment or your room number.
- 13.- Never allow people into your room with unsolicited deliveries.
- 14.- Never discuss specific plans for future outings, trips, etc., in public or with strangers.
- 15.- If you wish to have your room repaired, hang the sign "Please repair room" on the outside of your room door. If you do not wish to be disturbed, hang the sign "Please do not disturb".
- 16.- If you discover any damage or anomaly, please contact Reception.
- 17.- Respect the areas in which the rooms are located during the night and napping hours, and in general, avoid making unnecessary noise.
- 18.- Please use the facilities properly, respecting the furniture and gardens of the Hotel.
- 19.- Please respect the opening hours of all the Hotel facilities.
- 20.- Watch and control your belongings in the pool, do not leave them unattended.
- 21.- Do not use the towels or other garments in the room for outside use.
- 22.- We would appreciate your participation in the event that, during your stay in the establishment, any fire and evacuation drills are carried out.
- 23.- Timetables may change depending on the time of year.

Basic information Protection of personal data: Hoteles de Almuñecar, S.L., is considered responsible. The personal data of clients will be processed for the purposes of reservations, provision and collection of hotel services and, in the event of their express consent, for sending information about offers and services of the hotel. Being able to exercise the rights of access, rectification, deletion (oblivion), data portability, limitation and opposition to its treatment, by simply requesting it by any means to the hotel establishment in accordance with Regulation (EU) 2016/679 (RGPD) and the Organic Law (ES) 3/2018 (LOPDGDD). These rights may be exercised before the responsible party at Avda. Amelia Sánchez de Alcázar, S/N18690-Almuñecar (Granada) or by email to [info.lopd@victoriaplayahotel.com](mailto:info.lopd@victoriaplayahotel.com).