

# ALOJAMIENTOS ÚNICOS

EXPERIENCIAS INOLVIDABLES



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## REGULATION

## INTERNAL RULES



**HOTELS**



TUI BLUE

Zahara Beach

## INTERNAL RULES OF PROCEDURE

### PREAMBLE

Decree-Law 13/2020 of 18 May,<sup>1</sup> of Andalusia, which, among others, establishes measures relating to hotel establishments, includes in its Chapter I the organisation of these establishments, as well as the regulation of their technical conditions and the provision of services.

In this respect, Article 25 of the Decree-Law provides as follows:

1. Hotel establishments shall have internal rules and regulations which shall establish mandatory rules for users during their stay, without contravening the provisions of Law 13/2011, of 23 December, or of this Chapter.
2. The rules of procedure shall at all times be made available to the  
The rules shall be displayed, at least in Spanish and English, in a visible and easily accessible place in the establishment. These regulations shall be publicised on the establishment's own website, if it exists.
3. The companies operating the hotel establishments may request the assistance of the Security Forces and Corps to evict from the same those who do not comply with the internal regulations, do not comply with 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) Conditions for admission.
  - b) The rules of coexistence and operation.
  - c) Information on administrative and personal organisation  
responsible person to whom, where appropriate, they should address any questions relating to the operation of the establishment.
  - d) List of complementary services provided by undertakings other than the operator and identification of the undertakings responsible for their provision.

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<sup>1</sup> Published in the Official Gazette of the Junta de Andalucía, Extraordinary No. 27, 18 May 2020.

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

- e) Information to users about facilities or services that pose a risk and the safety measures adopted in this respect.
- 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, this hotel establishment has drawn up these Internal Regulations, which set out the rules that must be complied with by users during their stay, hereinafter referred to as Clients.

These Regulations are available to you, as a Client, at all times in both their Spanish and English versions, and can be requested at 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, as a public establishment, although admission or stay may be refused:
  - a) Lack of accommodation capacity or facilities.
  - b) Failure to comply with the admission requirements.
  - c) By adopting conduct that may be considered as dangerous or which cause a nuisance to other people, whether they are users or not, or which 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 enter or remain in the hotel for any purpose other than the normal use of the service.

#### Article 2 .- Admission requirements.

- 2.1. It will be a prerequisite to use the hotel room to properly complete the admission document upon arrival at the Hotel; thus, at that moment you will be informed about your rights and obligations as a Client, as well as about the existence of these Internal Regulations.
- 2.2. When filling in the admission document, you must present an official document that identifies you and that will also be used by the Hotel to fill in the corresponding entry form in accordance with the current regulations on registration books and entry forms for travellers.
- 2.3. Once the admission document has been completed, you will be given a copy of it, which will include at least the name, classification and registration code in the Andalusian Tourism Register of the establishment, the identification of the room, the number of people who will occupy it, the check-in and check-out dates, the contracted meals and, when the accommodation contract has been signed directly between you and the hotel, the total price of the contracted stay, in which case you will be given the corresponding original document as a contract.

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

These are your rights as a Customer of this establishment:

- 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 that may be applicable to any possible offer.
- b) Obtain documents attesting to the terms of the procurement.
- c) Access to our establishment under the terms of the contract.
- d) Receive the services under the agreed conditions.
- e) To have your safety and that of your belongings duly guaranteed in our Hotel, as well as your privacy; and to be informed of any circumstantial inconvenience that could alter your rest and peace of mind.
- f) Receive information on facilities or services that pose a risk and on the safety measures adopted.
- g) Receive an invoice or receipt for the price paid for the services provided.
- h) Formulate complaints and claims and obtain information on the procedure for submitting them and their treatment.
- i) Please refer to the terms of the privacy policy published on our website.
- j) Be treated with politeness, courtesy and respect.

### **Article 4 .- Obligations.**

These are your obligations as a Customer of this establishment:

- a) Observe the rules of coexistence and hygiene.
- b) Respect these rules of procedure.
- c) Respect the agreed date of departure from the establishment, leaving the room free.
- d) Pay for the services contracted at the time of the presentation of the invoice or within the agreed period, without the fact of submitting a claim implying exemption from payment.
- e) Respect this establishment, its facilities and equipment.
- f) Respect the environment.
- g) Respect age-restricted areas and facilities, or contracted rates.
- h) Show due respect to the other customers of the establishment, as well as to its employees.

## CHAPTER II

### *Rules of operation and coexistence*

#### **Article 5.- Reservation.**

- 5.1. All reservations shall include the date of the stay, number and type of room with its meals, cancellation policy and additional complementary services additionally contracted; also stating the total price and broken down for each of these items, 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 means 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 booking is cancelled less than two days in advance, you will be charged for one night's stay. Except in high season, which will be 7 days in advance.
  - b) If you leave the reserved room before the date you have booked it, you will be billed for the services provided up to that point plus a penalty of one night.
  - c) In the case of non-refundable fares, 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 the paragraphs above shall not apply.
    - a) and b), but will receive a voucher, valid for one year, to stay at another time and under the same conditions, subject to availability.
- 5.3. Our confirmation of your booking will be considered as a tourist accommodation contract; a physical or electronic record will be available to you.
- 5.4. Once you have received confirmation of your booking, we will provide you with the type of room you have booked on the agreed date.
- 5.5. a.- If we confirm your reservation without requiring any advance payment as a deposit, the reservation will be held until the agreed time, and if it has not been confirmed, the reservation will be held until 6 p.m. on the appointed day.

- 5.6. b.- If you have paid the advance payment as a deposit, your reservation will be maintained without any 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 services contracted at the time of presentation of the invoice or within the agreed period, without the fact of submitting a claim implying exemption from payment. In the case of stays of more than one week, the services may be invoiced on a weekly basis.
- 6.2. Payment of the price can be made by bank transfer; bank card<sup>3</sup> ; or in cash up to the quantitative limit in force at any given time in accordance with the law.
- 6.3. In the event that payment is required prior to the provision of services, we will expressly state this in our advertising.
- 6.4. In the event of being asked for your bank card details, the advertisement will state whether it is used as a guarantee of compliance with the contract or as an advance payment. In the case of being used to make the advance payment of your reservation, it will be made through a secure payment platform, according to current legal regulations.
- 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 shall be understood as payment on account of the amount resulting from the services provided.
- 6.6. This hotel establishment only accepts the following bank cards: VISA, MASTERCARD and AMERICAN EXPRESS.

#### **Article 7 .- Period of occupation.**

- 7.1. As a customer, you are entitled to occupy the room from 15:00 hours on the first day of the contracted period until 12:00 hours on the day of departure. On dates of maximum occupancy of the establishment, the delivery of your room may be delayed for a period of time not exceeding two hours. In any case, you will be able to access the communal facilities of our establishment from 12:00 on the day of your arrival.

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<sup>3</sup> This hotel establishment only accepts the following bank cards: VISA, MASTERCARD, AMERICAN EXPRESS, and DINERS CLUB.

- 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 for "late check-out".
- 7.3. You may stay for more days than those specified in the admission document, provided that there is prior agreement based on availability. In case of agreement, it will be understood as an extension of the first contract and it will be stated in the same admission document.
- 7.4. 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 set for double occupancy will be charged.

**Article 8 .- Service safe deposit box security safe in rooms.**

- 8.1. The rooms of this establishment are equipped with a safe without a safe deposit box. rental cost for their use.
- 8.2. Our Hotel is not responsible for the loss or theft of money or valuables that are not deposited in the room safe.

**Article 9 .- Room cleaning service.**

Room cleaning service is daily from 9:00 am to 5:00 pm.

**Article 10.- Prohibitions.**

- 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 set for double occupancy will be charged.
- 11.1. Smoking is prohibited throughout the establishment, with the exception of the areas designated for this purpose.
- 10.2. It is forbidden to bring food or drinks into the hotel to be consumed inside the hotel.
- 10.3. It is forbidden to hang towels or any other garment on the railings of the room terraces. For this purpose, the terrace has a clothesline.
- 10.4. It is forbidden to play with balls and the like in areas not specifically designated for this purpose.



10.5. This establishment does not admit animals, with the exception of people accompanied by guide dogs due to visual impairment.

#### **Article 11.- Limitations.**

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

- a) When the established capacity is full and there is no access available in themeantime in view of this 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 facilityaccording to the regulations in force is not met.
- d) When the pupil displays or manifests violent attitudes, in particular whenbehaving in an aggressive manner or provoking disturbances.
- e) When it causes danger or discomfort to other users, or does not meethygiene requirements.

In particular, persons who are using drugs, narcotics or psychotropic substances, or show signs of having used them, and those who show signs of behaviour that indicates they are intoxicated, shall be denied access or, where appropriate, shall not be allowed to stay in the building.

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

11.3. This Establishment may request the assistance of the Security Forces and Bodies to evict those who do not comply with any of the limitations listed inthe previous section.

11.4. The Client who finds himself in any of the situations provided for in section 9.1 of this article is obliged to pay the expenses incurred up to the time of the prohibition of access to or stay in the area or facility of the Hotel.

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

12.1. With the exception of the sunbeds, swimming pool and beach areas, the Client will have to be covered with clothing and depending on the etiquetterequired for some services, such as dinner.

12.2. It is forbidden to walk barefoot on the premises, except for the sunbeds, swimming pool and beach areas.

12.3. Litter bins and ashtrays must be used.

### **Article 13.- Advice and suggestions**

- 13.1. Keep an eye on your luggage. Do not leave it unattended.
- 13.2. Keep an eye on your belongings in swimming pools, do not leave them unattended.
- 13.3. 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 it is properly closed, even if you are only gone for a short time.
- 13.4. Lock your luggage when not in use and place it in your locker. If your luggage has a lock, always use it.
- 13.5. Never display jewellery, money or valuables in your room.
- 13.6. Immediately notify the Hotel Management of any abnormal occurrences such as: suspicious persons in the corridor, repeated telephone calls from unidentified persons, knocking on the door, etc.
- 13.7. of your room from people you don't know, or find no one at the door when you go to open it.
- 13.8. If you forget or lose your key, only the Reception staff is authorised to provide you with a new key to open your room.
- 13.9. In case of smoking on the terrace of the room, our security measures require you to put out your cigarette before retiring to rest.
- 13.10. Please do not mind if you are asked at reception to identify yourself when requesting a new key, it is for your security.
- 13.11. When socialising with strangers, do not disclose the name of the Establishment or your room number.
- 13.12. Never allow people into your room with unsolicited deliveries.
- 13.13. Never discuss specific plans for future excursions, outings, etc., in public or with strangers.
- 13.14. If you wish to have your room tidied up or not to be disturbed, please use the special facilities outside the door of your room.
- 13.15. If you discover any damage or anomaly, please contact Reception.
- 13.16. The electrical installation in your room is 220 Volts.

- 13.17. Respect the areas in which rooms are located during the night and napping hours, and in general, avoid making unnecessary noise.
- 13.18. Please use the facilities appropriately, respecting the furnishings and gardens of the Hotel.
- 13.19. Please respect the opening hours of all the Hotel facilities.
- 13.20. Please respect the rules of capacity and reservation of spaces in the different bars and restaurants of the Hotel.
- 13.21. We would appreciate your participation in the event that, during your stay in the Establishment, any fire and evacuation drill is carried out.
- 13.22. Some schedules may change depending on the time of year.

### **CHAPTER III**

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

##### **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 or the Customer Service Department, where they will resolve them or, failing that, they will contact the staff authorised to resolve your question or doubt; the director of the Hotel being the person in charge of the same.

### **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 or at Customer Services.
- 15.2. This Hotel is not responsible for services provided by companies other than the operator of this establishment.
- 15.3. The timetable of activities and musical performances may be modified without prior notice.

## **CHAPTER V**

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

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

16.1. This hotel offers its guests the following services: Parking and Garage; Laundry-Dry Cleaning; Restaurant and Bar; Swimming Pool; and Gym.

16.2.- The rules of 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 delivery and return times.
- This Establishment is not responsible for garments that, due to their conditions or compositions of use, shrink, discolour or deteriorate.

#### **PARKING**

- This service is available exclusively for Hotel users, subject to the availability of parking spaces.
- This service is subject to the payment of a single daily rate per vehicle. The amount per vehicle will be informed at reception and will be charged to your bill for extra services during your stay.
- When parking the vehicle, only one parking space must be occupied.
- The use of the parking area designated for disabled persons 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. They will only be allowed during loading and unloading of luggage.
- The garage has spaces for charging electric vehicles.

## RESTAURANT/ BAR <sup>4</sup>

The opening hours of the buffet restaurant are:

- Breakfast:  
All season from 08:00h. to 10:30h.  
High season from 08:00h. to 11:00h.
- Dinner:  
Mid and low season: from 19:00 h. to 21:30 h. or from 19:30 h. to 22:00 h.  
High season: from 20:00 h. to 23:00 h.

The times indicated are subject to change due to occupancy and operational reasons.

For the rest of the bar and restaurant areas, please consult opening hours at Reception, as they vary according to the season and occupancy.

Room service is available from 12:00 to 23:59 hours. As stipulated in the menu, this service has an increase of 20% on the prices of the menu itself.

Not allowed:

- take out food from the buffet restaurant.
- access to the Restaurant and Bar in swimming costume only.
- access to the restaurant for dinner in sportswear, swimwear, shorts or tank tops.

## POOL AND BEACH

- The opening hours of the swimming pool are from 10:00 h. to 20:00 h. in summer, and from 11:00 h. to 19:00 h. the rest of the season.
- Swimming and use of the sunbathing area in the exclusive swimming pool is not permitted for children under 18 years of age.
- Access to the swimming pool is only allowed to guests staying at the establishment, and to those who have paid the access fee if it has been set.
- Street vendors and/or outside masseurs are not allowed.

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<sup>4</sup> These times may vary according to the different seasons. You will be informed of these times at the time of check-in.

- The use of these services is discouraged as they are not regulated by law and do not have any quality regulation.
- It is compulsory to use the shower before swimming in the pool.
- No balls, mats, etc. may be used in the pool.
- For access to the exclusive swimming pools, it is necessary to make a reservation in advance, through the different means provided for this purpose, directly at reception or through the computer application.
- The use of the sun loungers by the swimming pool:
  - ◆ It is free of charge.
  - ◆ The establishment has a "No Sun Lounger Reservation" policy so that all users have access to sun loungers.
  - ◆ The staff of the establishment will be able to remove items from the loungers that are not in use for at least 30 consecutive minutes, provided that there are other users waiting to occupy them; personal belongings will be transferred and deposited at the reception desk.
  - ◆ Guests who wish to keep their sun loungers during the lunch break, provided it takes place in one of the Hotel's restaurants, may request assistance from the customer service staff to keep their sun loungers reserved for this purpose for up to two hours.
  - ◆ It is forbidden to use the towels in the room for the pool or the beach.
  - ◆ We provide you with free towels for exclusive use of the swimming pool or beach by means of a card system.
  - ◆ Pool/beach towels are delivered/collected daily at the welcome desk in the pool area of the Levante zone; in case you do not return the towel when you check out, a charge of 10,00 € per towel not returned will be added to the bill.

- It is forbidden to bring glasses or other glass objects into the pool and beach area.
- The consumption of food and beverages at the pool/beach is forbidden, if they have not been purchased at any point of sale of the hotel establishment.
- Please make use of the litter bins and ashtrays.

## **GYM**

- The Gym is open from Monday to Sunday from 8:30 am to 9:00 pm.
- Presence in the gymnasium is limited to physical exercise. Persons who are not using this area are not allowed in the room, nor are children under the age of sixteen.
- You must use the gym equipment with appropriate clothing and sports shoes for such facilities.
- The use of personal towels is compulsory as a hygienic measure in order to avoid possible contagion, as well as the deterioration of machinery.
- Smoking and the ingestion of food or alcoholic beverages in the hall is strictly forbidden.
- The maximum number of people that can be in the gym is 10.
- For the benefit of all, please put the sports equipment back in its proper place at the end of the training session.
- Please take the utmost care with the material in order to avoid premature deterioration.
- In case of doubt or malfunction, please inform Reception or the Customer Service Department as soon as possible.

## **SPA**

- This service is subject to payment of fees according to the treatment to be contracted.
- The Spa provides services every day of the week according to the following schedule:
  - From 10:00 h. to 14:00 h. and from 17:00 h. to 21:00 h.



- For reasons of hygiene and health, to access the hydrotherapy circuit it is compulsory to wear flip-flops which, if not worn by the client, can be purchased at the Spa itself.
- Minors are not allowed to use the sauna and Turkish bath.
- The use of the Spa towels is exclusive for the Centre; they cannot be used in any other service of the Hotel.
- To cancel a reservation it is necessary to give two hours notice to the Spa Reception, otherwise 50% of the room rate will be charged to the room.
- In the event that the Spa is closed two hours before, you must inform the Hotel Reception, indicating the room number and the number of people for whom the circuit has been booked.

## **CHAPTER VI**

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

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

- 17.1. All the facilities or services of our Hotel are equipped with measures that favour or guarantee your safety at all times.
- 17.2. However, if you believe that the use of any facility or service may pose any risk to your health or physical integrity, please contact our Customer Service Department for information and to clarify any questions you may have in this regard.
- 17.3. In any case, if you are in any doubt as to 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 emergencies or health crises.**

- 18.1. In the event that the Authorities declare an emergency situation or of a health crisis that affects the normal running of our Hotel, will be announced on our website so that you, as a Client, are aware of the measures that are adopted and comply with them.
- 18.2. The Client who, in an emergency situation 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 their accommodation contract; their stay being cancelled without the right to any refund, and with notice to the competent Authority.

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