

INTERNAL RULES AND REGULATIONS

MARBELLA CLUB HOTEL

GENERAL PROVISIONS

1. Purpose, availability and scope of application

Persons accessing the establishment must comply with the rules contained in these Regulations during their stay or while using its facilities and services. These rules shall apply in accordance with Law 13/2011 of 23 December on Tourism in Andalusia, Decree-Law 13/2020 of 18 May, and any other applicable provisions in force.

The Regulations shall apply to guests, accompanying persons, event attendees, customers of services open to the public and all other users, depending on the facilities or services used.

No provision of these Regulations may be interpreted as a waiver or limitation of the legally recognised rights of consumers and users.

The Regulations shall be displayed in a visible and easily accessible location, made available free of charge at least in Spanish and English, and published on the Hotel's own website.

2. Access, admission and stay

The Hotel is an establishment for public use and free access, subject only to the restrictions arising from the applicable regulations and the admission conditions established in these Regulations.

Admission or continued stay may only be denied or limited, objectively, proportionately and without discrimination, where any of the following circumstances apply:

- a)** Lack of accommodation capacity or the authorised capacity of the corresponding facility or service having been reached.
- b)** Failure to comply with the admission requirements or rules of use established in these Regulations and previously communicated.
- c)** Conduct that may cause danger, damage or nuisance to other persons, whether or not they are Hotel users, or that hinders the normal course of business.

Where any of these circumstances arise, the responsible staff may require the person concerned to cease such conduct. Where possible and where there is no risk to persons or property, the person shall be allowed to correct the breach before being required to leave the premises.

In the event of risk, violence, serious breach or refusal to comply with the request, the Hotel may require the person to leave the premises and, where necessary, request assistance from the law enforcement authorities.

Leaving the establishment shall not exempt the person from payment for services and charges actually provided or, where applicable, from liability for proven damages attributable to the person concerned.

Access shall not be denied or restricted on grounds of sex, racial or ethnic origin, nationality, disability, sexual orientation or identity, religion, opinion, age —except where there is a legal or objective limitation linked to the service— or any other personal or social circumstance. Access shall be guaranteed for persons with disabilities and persons accompanied by assistance dogs under the legally established terms.

3. Check-in registration, admission document and data protection

Users of the accommodation service must show or provide the legally accepted documents or systems proving their identity and provide the data required by the regulations on the documentary registration of travellers.

Persons over fourteen years of age shall individually complete and sign the corresponding registration form, in physical or electronic format, in accordance with the legally authorised system. The data of persons under fourteen years of age shall be provided by the adult accompanying them or responsible for their custody.

The Hotel shall maintain the electronic register, make the required communications to the competent authorities and retain the data for the legally established period. Documentary registration data shall be kept for three years from the end of the contracted service, without prejudice to any other legally required retention periods.

Once registration has been completed, the Hotel shall issue the admission document or equivalent confirmation. This document shall include the identifying details of the establishment, the assigned accommodation unit, the number of occupants, the check-in and check-out dates, the contracted board basis and, where applicable, the price of the accommodation or the method for determining it.

Personal data shall be processed in accordance with Regulation (EU) 2016/679, Organic Law 3/2018 and the specific regulations on traveller registration. Privacy information shall be available during the booking or check-in process and at reception.

RULES OF COEXISTENCE AND OPERATION

4. RIGHTS AND OBLIGATIONS OF USERS

Users may access the establishment and remain on the premises subject to the limitations arising from the applicable regulations and from the admission conditions and rules of use established in these Regulations.

Users have the right to:

- a) Receive truthful, sufficient, understandable and prior information about the services offered, their conditions of provision and final prices.
- b) Receive the contracted services under the agreed conditions and in accordance with the category of the establishment.
- c) Have their safety, privacy, peace and personal data protection safeguarded.
- d) Receive correct, respectful and non-discriminatory treatment.
- e) Obtain an invoice for services contracted directly with the Hotel that meets the legally required requirements.
- f) Request and receive official complaint and claim forms immediately and free of charge.
- g) Be informed of the foreseeable risks associated with the use of the facilities and of the safety measures they must observe.

Users must:

- a) Comply with the rules contained in these Regulations and with the specific conditions of the booking or contracted service.
- b) Follow the reasonable instructions of Hotel staff relating to safety, emergencies, coexistence, hygiene and the proper operation of services.
- c) Identify themselves and prove their status as users where legally required.
- d) Use the Hotel's facilities, furniture, equipment and services diligently.
- e) Respect the rest, privacy and safety of other persons.
- f) Pay for the contracted services and charges in accordance with the conditions previously communicated and accepted.

g) Report without delay any breakdown, incident or risk situation of which they become aware.

The submission of a complaint shall not in itself suspend the obligation to pay for services actually provided and not disputed, without prejudice to the user's right to challenge any amounts with which they disagree.

5. RIGHTS AND OBLIGATIONS OF THE HOTEL

The Hotel may request payment guarantees or pre-authorisations and require payment for the contracted services and charges where their conditions have been communicated and accepted in advance.

The Hotel may claim the cost of any damage, deterioration or extraordinary cleaning, repair or unavailability expenses that are proven, reasonable and proportionate, and attributable to wilful, negligent conduct or conduct contrary to these Regulations.

Before making any charge that has not been previously authorised, the Hotel shall inform the user of the reason for the charge, the amount and the supporting documentation available.

The Hotel may request assistance from the law enforcement authorities to remove persons who seriously breach these Regulations, the usual rules of coexistence, attempt to access or remain on the premises for a purpose other than the normal use of the service, or refuse to comply with a legitimate request to leave.

Only duly registered persons may access the accommodation units, unless expressly authorised by the Hotel.

The Hotel may modify the opening hours of its services for reasons of seasonality, weather, safety, maintenance, occupancy or operational needs. Current opening hours, prices and conditions of use shall be available at the access points to each service, at reception and in the enabled digital directories.

The Hotel shall:

- a) Inform users of, and publicise, the prices, supplements and conditions of the services.
- b) Inform users, before contracting, of the conditions of provision and provide the services in accordance with what has been agreed and with the category of the establishment.
- c) Provide users with correct, respectful and non-discriminatory treatment.
- d) Maintain the facilities and services in appropriate operating, conservation and safety conditions.
- e) Make official complaint and claim forms available and inform users of their existence.
- f) Inform users of the foreseeable risks associated with its facilities and of the applicable safety measures.
- g) Where it is unable to honour a confirmed booking due to overbooking, provide accommodation in the same area, of the same group, type and, where applicable, specialisation, and of an identical or higher category.
- h) Bear the expenses and additional costs arising from the transfer and alternative accommodation under the legally required terms. Where the price of the alternative accommodation is lower, the Hotel shall refund the user the corresponding difference.

6. PERIOD OF OCCUPANCY OF ACCOMMODATION UNITS

The user and the Hotel agree that, unless another time is established in the booking, confirmation or admission document, the accommodation unit shall be available from **3:00 p.m.** on the day of arrival and must be vacated before **12:00 noon** on the day of departure.

These times shall be communicated before contracting and shall be incorporated into the booking, confirmation or admission document.

Early check-in and late check-out shall be subject to availability, prior authorisation by the Hotel and, where applicable, payment of the amounts communicated and accepted in advance.

Remaining in the accommodation unit after the check-out time without authorisation shall not automatically constitute the booking of an additional day. The Hotel may require the unit to be vacated and may claim, where appropriate, the reasonable and proven costs arising from the unauthorised occupancy.

Extending the stay for additional days shall require agreement between the parties and shall be subject to the Hotel's availability.

7. PRICES, BILLING, GUARANTEES AND INFORMATION

The prices of the different types of accommodation, food and beverage services, bars, banquets, laundry and all other services provided by the Hotel shall be available at reception, at the respective points of service and in the Hotel's digital directory.

Prices, supplements, payment conditions and, where applicable, guarantees or pre-authorisations shall be communicated in advance, indicating the applicable final amount.

Accommodation shall be billed by days or overnight stays, in accordance with the confirmed booking. The Hotel may require full payment upon arrival where this condition has been communicated and accepted in advance.

The minimum billing amount for accommodation shall correspond to one contracted overnight stay or day.

The standard credit limit for charges posted to the room is **200 euros per person per day**, unless another condition has been agreed. When this limit is reached, the Hotel may request settlement of the charges before authorising new room charges.

The Hotel may require, upon presentation of the corresponding invoice or supporting document, payment for services and charges other than accommodation, even if the accommodation price has been paid in advance.

Services provided directly by external companies shall be clearly identified. Before contracting them, users shall be informed of the provider's identity, its conditions, prices, billing system and the channel for incidents or complaints.

The involvement of an external company shall not constitute a waiver or limitation of the legally recognised rights of the user, nor shall it exclude any liability that may correspond to the Hotel for its own actions. The Hotel shall issue an invoice for accommodation and services contracted directly with it. Services contracted directly with third parties shall be invoiced by the respective provider, unless another arrangement has been communicated and agreed.

8. OTHER GENERAL RULES OF COEXISTENCE AND OPERATION

1. Occupancy exceeding that declared or authorised for each accommodation unit shall not be permitted. Where a room booked for single use is to be occupied by a second person, the booking must be communicated and regularised in advance and, where applicable, the corresponding rate difference must be paid.
2. The standard room-cleaning hours shall be from **10:00 a.m. to 6:00 p.m.** Requests not to be disturbed shall be accommodated insofar as they are compatible with safety, maintenance and service provision.

3. Smoking and the use of electronic cigarettes or vaping devices are prohibited in the Hotel's indoor areas and in any other areas where so established by regulations or signage. Smoking shall only be permitted in expressly designated areas.
4. Where smoking is permitted on the terrace of a room, the access door to the interior must remain closed to prevent smoke and odours from entering.
5. Where a breach of the smoking prohibition makes extraordinary cleaning, repair or proven room unavailability necessary, the Hotel may claim the corresponding reasonable and justified costs. A charge equivalent to two nights shall not be applied automatically where it is not related to the damage actually caused.
6. Food or drinks may not be brought in for consumption in food and beverage areas or in areas where this is expressly prohibited for hygiene, safety or organisational reasons. This restriction shall not affect food or drinks required for medical, dietary, infant-feeding or similar reasons.
7. The admission of pets shall be subject to prior booking and availability. Pets shall only be accepted in the villas; the currently informed rate is **150 euros per dog per day**, with a maximum of **one dog in a villa per stay** and a maximum weight of **16 kg**, unless another condition is expressly authorised. The animal must remain under the control of the person responsible for it and comply with the applicable hygiene, health and access conditions.
8. The above commercial conditions shall not apply to assistance dogs. Users with officially recognised assistance dogs shall have the right to access, move around and remain with them in the Hotel's facilities under the terms established by law. Prior notice shall not be required as a condition of access. Legally appropriate accreditation may be requested where necessary and proportionate.
9. It is forbidden to hang towels, garments or other objects from terrace railings.
10. Complementary services provided by companies other than the Hotel operator, including retail premises and external activities or experiences, shall be identified in the establishment and in the information provided before contracting.
11. In Hotel services intended for both guests and the general public, access or continued stay may be limited where:
 - a) The authorised capacity has been reached.
 - b) The opening or admission hours have ended.
 - c) The objective requirements of age, accompaniment, dress code or booking specifically established and published for the service are not met.
 - d) Violent, aggressive or intimidating behaviour occurs, or behaviour causing altercations.
 - e) Clothing, signs or symbols are worn or displayed that incite violence, racism, xenophobia or other forms of discrimination.
 - f) Conduct occurs that creates danger or serious nuisance to other persons or prevents the normal operation of the service.
 - g) The person is consuming drugs, narcotic or psychotropic substances, or shows obvious signs of being under their influence to a degree that compromises safety or coexistence.
 - h) The person shows obvious signs of intoxication to a degree that compromises safety, coexistence or the normal provision of the service. In such cases, staff shall endeavour to warn the person concerned and allow the breach to be corrected where possible and safe. In the event of risk, violence or refusal to leave the premises, the Hotel may request assistance from the law enforcement authorities. The person concerned shall remain obliged to pay for the services and charges actually provided up to the time when access or continued stay is limited.

USE AND ENJOYMENT OF THE FACILITIES, EQUIPMENT AND SERVICES

RECEPTION

Reception shall carry out the procedures necessary for the admission and registration of users of the accommodation service.

The Hotel Management and the authorised reception, concierge and guest relations staff shall be the users' points of contact for requesting information, assistance, reporting incidents, exercising rights and submitting complaints or claims.

SAFES AND PERSONAL BELONGINGS

Each accommodation unit has a safe available free of charge. The Hotel recommends using it for the safekeeping of money, jewellery, documents and other valuables.

The Hotel shall provide the necessary instructions for its use. Any malfunction, loss, theft or incident related to the safe must be reported immediately to reception so that it may be managed and recorded.

No general or advance exclusions of liability are established in respect of users' belongings. The Hotel's liability shall be determined in accordance with the applicable regulations, the service actually provided and the proven circumstances of each case.

LAUNDRY AND DRY CLEANING

Information on the conditions, prices, collection times and return times for laundry and dry-cleaning services shall be available in each accommodation unit or in the digital directory.

Users must inform the Hotel, before handing over the garments, of any special characteristics and must follow the care instructions indicated on their labels.

The Hotel or the service provider shall inform users, before accepting the service, of any technical limitations that may affect delicate garments or garments with special care instructions.

No general exemptions from liability are established. Liability for loss, discolouration, shrinkage or deterioration shall be determined in accordance with the applicable regulations, the service conditions, the garment instructions and the proven circumstances.

MEETING ROOMS

The booking conditions, capacity, opening hours, included services, prices, cancellation policy and rules of use of the meeting rooms shall be communicated before contracting.

KIDS CLUB

1. The Kids Club is open every day from **10:00 a.m. to 6:00 p.m.**, without prejudice to special opening hours or seasonal changes. Current opening hours may be consulted in the digital services directory and in the Hotel's web app.
2. Children aged **4 to 12** may participate unaccompanied, subject to prior registration and acceptance of the service conditions by their father, mother, guardian or legal representative.

3. Admission of children under **3 years of age** shall be subject to the conditions and availability of each season. Prior consultation with Kids Club staff shall be required.
4. Children under **4 years of age** must remain accompanied by their father, mother, guardian or responsible adult, unless the Hotel expressly establishes a specific service allowing them to participate unaccompanied.
5. Before using the service, emergency contact details and strictly necessary information regarding allergies, healthcare needs, support needs or medication must be provided.
6. Children shall only be released to persons previously authorised and identified in accordance with the service procedure.
7. The Hotel shall provide information on the activities included, capacity, possible outings, authorisation requirements and the procedure to be followed in the event of incidents or accidents.

PARKING AND GARAGE

1. Each vehicle must occupy a single parking space.
2. Spaces reserved for persons with reduced mobility may only be used with the corresponding legally required card or accreditation, which must be visibly displayed in the vehicle.
3. For safety and operational reasons, parking is prohibited at the Hotel's main entrance and in access, emergency, circulation or manoeuvring areas that are not designated for parking.
4. The garage is free of charge for resident guests and the general public, subject to availability and to the access and circulation rules of the premises.
5. Users must respect signage, speed limits and staff instructions.

RESTAURANTS, BARS AND ROOM SERVICE

Opening hours may be modified for reasons of seasonality, weather, occupancy, safety or operational needs. Current opening hours shall be available at the points of service, at reception, in the digital directory and in the Hotel's web app.

1. Winter Garden

Buffet breakfast: from **7:30 a.m. to 11:00 a.m.**

2. El Patio

- Bar: from **11:00 a.m. to 12:30 a.m.**
- Breakfast: from **10:00 a.m. to 12:30 p.m.**, from 8 July to 31 August.
- Lunch: from **12:30 p.m. to 4:00 p.m.**
- Afternoon service: from **4:00 p.m. to 7:00 p.m.**
- Dinner: from **7:00 p.m. to 12:00 midnight.**

3. MC Beach

From March to June:

- Bar: from **11:00 a.m. to 7:00 p.m.**
- Restaurant: from **1:00 p.m. to 5:00 p.m.**

During July and August:

- Bar: from **11:00 a.m. to 12:00 midnight.**
- Restaurant: from **1:00 p.m. to 12:00 midnight.**

4. El Olivar

From March to October:

- Bar: from **11:00 a.m. to 6:00 p.m.**
- Kitchen: from **1:00 p.m. to 5:00 p.m.**

El Olivar is for the exclusive use of resident guests. Access by external customers is not permitted.

5. Beach Club

- Bar: from **11:00 a.m. to 7:00 p.m.**
- Restaurant: from **1:00 p.m. to 5:00 p.m.**

6. Garden Pool

- Bar: from **11:00 a.m. to 7:00 p.m.**
- Restaurant: from **12:00 noon to 7:00 p.m.**

7. Bar Rudi's

Opening hours: from **7:00 p.m. to 1:30 a.m.**

8. Grill Restaurant

Opening hours: from **7:30 p.m. to 12:00 midnight.**

9. Common food and beverage rules

Food may not be removed from the breakfast buffet, unless expressly authorised by staff for justified reasons.

Access to restaurants in swimwear is not permitted. Access to the Grill Restaurant and Bar Rudi's is not permitted in sportswear or swimwear, shorts or sleeveless shirts. These rules shall be applied objectively and without discrimination and shall be published before access or booking.

At reception, bars, restaurants and the Spa, it shall be mandatory to wear an upper garment covering the torso, except in the areas designated for sunbeds, pool and beach.

Access by assistance dogs shall be guaranteed under the terms established by the applicable regulations. Restrictions relating to ordinary pets shall not apply to assistance dogs.

10. Room Service

Room Service is available **24 hours**.

Food orders are subject to a supplement of **7 euros per person**.

Orders consisting exclusively of beverages for an amount below **35 euros** are subject to a charge of **10 euros**.

Where a guest on a bed-and-breakfast basis requests breakfast in the room, the full price of the service shall be charged, after prior information on the amount.

POOLS, BEACH AND SUNBED AREAS

1. The general pool opening hours are from **10:00 a.m. to 6:00 p.m. in winter** and from **9:00 a.m. to 8:00 p.m. in summer**. They may be modified due to weather conditions, safety, maintenance or seasonality. The current opening hours shall be displayed at each facility.
2. The Beach Club pool may be used by resident guests and external customers in accordance with its access, booking and capacity conditions.
3. The Garden Pool is for the exclusive use of resident guests.
4. Users must shower before entering the pools.

5. Use of pool and beach sunbeds is free of charge for resident guests. External customers shall be subject to the charge previously communicated.
6. Beach Club beach sunbeds are subject to a charge for both resident guests and external customers.
7. Waste must be deposited in the containers provided. It is forbidden to throw waste on the ground or into the water.
8. Ball games and any other activities that may cause danger or nuisance are not permitted.
9. It is forbidden to bring or use glass objects in pool areas.
10. Unauthorised street vendors, masseurs or other external service providers shall not be permitted where their activity affects safety, coexistence or the normal operation of the area.
11. Ordinary pets may not access areas where a previously communicated hygiene, health or safety restriction applies.
12. Persons accompanied by assistance dogs may access and remain with them in legally permitted transit and stay areas. Assistance dogs may not enter pool water or hydrothermal facilities. On beaches and other natural bathing areas, the right of access recognised by the applicable regulations shall be respected.
13. Users must follow staff instructions, lifeguard directions and safety signage at all times.

SPA AND WELLNESS

1. The Spa's general customer service opening hours are Monday to Sunday, from **9:30 a.m. to 8:00 p.m.** They may be modified seasonally.
2. Treatments are available from **11:00 a.m. to 8:00 p.m.**
3. The hairdressing service is available from Tuesday to Saturday, from **11:00 a.m. to 7:00 p.m.** Its opening hours may be modified seasonally.
4. Treatments and services shall be subject to the rates previously communicated.
5. A personal locker shall be assigned, where the user will find a bathrobe, towel and slippers. Swimwear must be worn when using the dynamic seawater pool.
6. The consumption of alcohol and tobacco is prohibited on the premises. In order to preserve a restful atmosphere, users are kindly requested not to use mobile phones unless justified by necessity.
7. Companions and ordinary pets are not permitted in the Spa. The rights of persons accompanied by assistance dogs shall be governed by the applicable regulations, without prejudice to the exclusion of the animal from pool water and hydrothermal facilities.
8. Persons under 18 years of age may receive treatments with the written authorisation of their parents or guardians and must be accompanied by an adult throughout the service.
9. The general minimum age for access to the Spa is **18 years**, or **14 years** where the minor is accompanied by an adult, unless a more restrictive condition is established for a specific facility or treatment for objective safety or health reasons.
10. Changes or cancellations of bookings and treatments must be communicated to the Spa reception at least **24 hours** in advance. In the event of late cancellation or no-show, a charge of up to **100% of the price of the booked treatment** may be applied, provided that this has been communicated and accepted in advance.
11. Spa towels are for exclusive use within its facilities and may not be used in other Hotel services.
12. Users must follow staff instructions and use the equipment and facilities properly.
13. Personal belongings must be kept in the assigned locker or in the room safe. Any loss, damage or incident must be reported immediately to Spa staff or reception.

14. No general exemptions from liability are established. Liability for damage, loss or incidents shall be determined in accordance with the applicable regulations, the operation of the service and the proven circumstances of each case.

GYM

1. The gym is available **24 hours** a day for resident guests. Fitness team hours are from **8:00 a.m. to 8:00 p.m.**
2. Outside Fitness team service hours, guests may access the gym using their room key card, which will unlock the entrance door, and must take extra care when using the equipment.
3. The general minimum age for using the gym and participating in Wellness activities is **16 years**. Persons aged **13 years or over** may participate in certain activities when accompanied by an adult and under the corresponding supervision.
4. The Hotel may prevent or suspend the use of equipment by persons who use it improperly, dangerously or contrary to instructions.
5. It is forbidden to use the gym or its equipment for any purpose other than that for which they are intended.
6. Negligent actions that may put people's physical integrity at risk or cause damage to equipment are prohibited.
7. Appropriate sports clothing and footwear must be worn.
8. At the end of the session, towels must be deposited in the containers provided.
9. Smoking and the consumption of food or alcoholic beverages in the room are prohibited.
10. Sports equipment must be returned to its place after use and handled with due care to avoid deterioration.
11. Any questions, faults or incidents must be reported as soon as possible to the Fitness team, reception or guest relations.
12. Use of the gym and its equipment must be carried out in accordance with the existing instructions and signage. No general exemptions from liability for damage or accidents are established.

ENTERTAINMENT, EXPERIENCES AND EXTERNAL ACTIVITIES

The schedules of entertainment activities and musical performances may be modified for programming, safety, weather, availability or seasonal reasons. Any changes shall be communicated through the enabled channels with as much notice as possible.

The Hotel may facilitate the booking of experiences, excursions, event tickets, boats, nautical activities and other activities inside or outside the establishment through guest relations or reception staff.

Where an activity or service is provided by an external company, before it is contracted the user shall be informed of:

- a) The identity of the responsible operator.
- b) The role assumed by the Hotel in the contracting process.
- c) The applicable price and conditions.
- d) The age, health, skill or accompaniment requirements.
- e) The relevant risks and necessary protective equipment.
- f) The modification and cancellation conditions.
- g) The contact, assistance and complaint channels.

The provision of the service shall be the responsibility of the identified operator, without prejudice to the legally recognised rights of the user and to any liability that may correspond to the Hotel for its own actions.

VALIDITY AND PUBLICATION

These Regulations shall enter into force on the date of their approval and shall remain in force until amended or replaced. They shall be permanently available to users, at least in Spanish and English, in a visible and easily accessible location within the establishment and on the Hotel's own website. Any amendments shall be duly dated and published and may not be applied retroactively to the detriment of services already contracted. In all matters not provided for herein, and in the event of contradiction, the applicable mandatory regulations shall prevail.

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